

SURROGACY AND OOCYTE DONOR SURAKSHA

PROSPECTUS

Surrogacy & Oocyte Donor Suraksha, Rider product has been designed to cover Surrogate Mother or Oocyte Donor towards medical complications.

This Rider can only be bought by Intending Couple/ Intending Woman and is available for sale with SBIG Health Indemnity Base Policy.

A. ELIGIBILITY CRITERIA

1. ELIGIBILITY FOR INTENDING COUPLE

- a) Intending Couple means a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy.
- b) They need to submit a certificate from the Board.
- c) They should be covered under the Retail Health Indemnity Base Policy of SBI General Insurance Company Limited.

2. ELIGIBILITY FOR INTENDING WOMAN

- a) Intending Woman means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy.
- b) She needs to submit a certificate from the Board.

3. ELIGIBILITY FOR SURROGATE MOTHER

Surrogate Mother means a woman who agrees to bear a child (who is genetically related to the Intending Couple or Intending Woman) through surrogacy from the implantation of embryo in her womb and should possess an eligibility certificate issued by the appropriate authority on fulfillment of below conditions:

- · A married woman having a child of her own
- 25 35 years of age as on the day of implantation
- Shall not provide her own gametes.
- Shall not act as a 'Surrogate Mother' for more than once in her lifetime.
- Shall possess a certificate of medical and psychological fitness for surrogacy and surrogacy procedures from a registered medical practitioner.

4. ELIGIBILITY CRITERIA FOR OOCYTE DONOR

a) Oocyte Donor means a fertile woman who donated her eggs to the Intending Couple / Intending Woman to help her conceive as part of an assisted reproduction.

She should be of age 25-35 years on the day of donating the Oocyte

B. PRODUCT DETAILS

The Rider offers 2 options. The Proposer can opt only one option out of below mentioned two options.

- Option 1 for Surrogate Mother
- Option 2 for Oocyte Donor

Options	Option – 1 Covering Surrogate Mother towards complications arising out of pregnancy and post-partum delivery	Option – 2 Covering Oocyte Donor towards complications of oocyte donor		
Cover Type	Individual Sum Insured basis	Individual Sum Insured basis		
Policy Term	36 months	12 months		
Sum Insured Options	Rs. 300000	Rs. 200000		
Who are covered (Relationship with respect to the Proposer)	Surrogate Mother	Oocyte Donor		



C. COVERAGES

1. IN PATIENT HOSPITALIZATION

We will indemnify the Medical Expenses incurred in respect of Insured Person (Surrogate Mother/ Oocyte Donor) Hospitalisation, during the Policy Year, up to the Sum Insured, specified in the Policy Schedule, for:

a) Complications arising out of pregnancy during Surrogacy and post-partum delivery complications for the Surrogate Mother

Or

b) Complications arising due to oocyte retrieval with respect to the Oocyte Donor. Provided that,

- a. The Policy must have been available before the commencement of the Surrogacy or Oocyte retrieval Procedure.
- b. The treatment has been taken in a registered Clinics, Surrogacy Clinics, Hospitals under the supervision of a Registered Medical Practitioner as per the respective Act
- c. The coverage shall be available if all the provisions as specified in "The Surrogacy Regulation Act,2021" and "Assisted Reproductive Technology (Regulation) Act,2021" and the relevant rules thereunder are fulfilled.

2. DAY CARE TREATMENT

We will indemnify the reasonable and customary charges for Medical Expenses incurred on the Insured Person's Day Care Treatment, on the written advice of a Medical Practitioner.

3. ROAD AMBULANCE COVER

We will indemnify the Insured Person up to the amount specified in the Policy Schedule, per Hospitalization, for expenses incurred on availing Road Ambulance services offered by a Hospital or by an Ambulance service provider.

D. WAITING PERIOD

Expenses related to the treatment of any Illness within 30 days from the first Rider Commencement Date shall be excluded excepts claims arising due to an accident, provided the same are covered.

E. EXCLUSIONS

1. STANDARD EXCLUSIONS

- a) Investigation & Evaluation (Code: Excl04)
- b) Rest Cure, rehabilitation and respite care (Code: Excl05)
- c) Obesity/ Weight Control (Code: Excl06)
- d) Change of Gender treatments (Code: Excl07)
- e) Cosmetic or Plastic Surgery (Code: Excl08)
- f) Hazardous or Adventure sports (Code: Excl09)
- g) Breach of law (Code: Excl10)
- h) Excluded Providers (Code:Excl11)
- i) Substance Abuse and Alcohol (Code: Excl12)
- j) Wellness and Rejuvenation (Code:Excl13)
- k) Dietary Supplements & Substances (Code: Excl14)

2. SPECIFIC EXCLUSIONS

- a) Complications of pregnancy to the Surrogate Mother, which is:
 - Other than Altruistic Surrogacy
 - For second Surrogacy
 - If the Surrogate Mother donates her own gametes
- b) Pre and Post Hospitalization Expenses.
- c) Treatment taken on OPD basis.
- d) Domiciliary Treatment
- e) Surrogacy which is for Commercial Purposes



- f) Complications arising due to Oocyte retrieval, if the Insured is donating for second time.
- g) Any claim with respect to abandon or disown or exploit or cause to be abandoned, disowned or exploited in any form, the child or children born through Surrogacy.

Note: The above is a partial listing of the Policy exclusions. Please refer to the Policy clauses for the full listing

F. CANCELLATION

A) CANCELLATION BY YOU:

You may cancel this **Rider** at any time by giving Us written notice in 15 days by recorded delivery. In the event of such cancellation. We shall refund premium for the unexpired Policy Period as detailed below.

Refund of Premium (Basis Policy Period) in %						
Complications arising	Complications of oocyte donor					
Month	Rider Tenure 3 Year	Rider Tenure 1 Year				
Up to 1 Month	95.00%	85.00%				
Up to 3 Month	90.00%	70.00%				
Up to 6 Month	80.00%	45.00%				
Up to 12 Month	60.00%	0.00%				
Up to 15 Month	50.00%	NA				
Up to 18 Month	45.00%	NA				
Up to 24 Month	30.00%	NA				
Up to 27 Month	20.00%	NA				
Up to 30 Month	12.50%	NA				
Up to 36 Month	0.00%	NA				

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by You under this **Policy**

B) CANCELLATION BY US

We may cancel the **Policy** at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the **Insured Person** by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

G. GENERAL TERMS AND CONDITIONS

Details and conditions of the following terms shall remain same as mentioned in the Base Plan:

1. DISCLOSURE OF INFORMATION

The Rider shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the Policyholder.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk).

2. CONDITION PRECEDENT TO ADMISSION OF LIABILITY



3. CLAIM SETTLEMENT (PROVISION FOR PENAL INTEREST)

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

4. COMPLETE DISCHARGE

Any payment to the Policyholder, Insured Person or his/her nominees or his/her legal representative or assignee or to the Hospital, as the case maybe, for any benefit under the Rider shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

5. MULTIPLE POLICIES

- i. In case of multiple Policies taken by an Insured Person during a period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her Policies. In all such cases the insurer chosen by the Insured Person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen Policy.
- ii. Insured Person having multiple Policies shall also have the right to prefer claims under this Policy for the amounts disallowed under any other Policy(ies) even if the Sum Insured is not exhausted. Then the Insurer shall independently settle the claim subject to the terms and conditions of this Policy.
- iii. If the amount to be claimed exceeds the sum insured under a single Policy, the Insured Person shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iv. Where an Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen Policy/ Rider.

6. PORTABILITY

The Insured Person will have the option to port the Policy to other insurers by applying to such insurer to port the entire Policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General / Health insurer, the proposed insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on portability, kindly refer the link https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1

7. MIGRATION

The Insured Person will have the option to migrate the Policy to other health insurance products/ plans offered by the Company policy by applying for migration of the policy at least 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product / plan offered by the Company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.



For Detailed Guidelines on migration, kindly refer the link https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1

8. FRAUD

If any claim made by the Insured Person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his/her behalf to obtain any benefit under this Rider, all benefits under this Rider and the premium paid shall be forfeited.

Any amount already paid against claims made under this Policy but which are found fraudulent later shall be repaid by all recipient(s)/Policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the Hospital/doctor/any other party acting on behalf of the Insured Person, with intent to deceive the insurer or to induce the insurer to issue an Insurance Policy:

- i. The suggestion, as a fact of that which is not true and which the Insured Person does not believe to be true;
- ii. The active concealment of a fact by the Insured Person having knowledge or belief of the fact;
- iii. Any other act fitted to deceive; and
- iv. Any such act or omission as the law specially declares to be fraudulent.

The Company shall not repudiate the claim and/or forfeit the policy benefits on the ground of Fraud, if the Insured Person/ Beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the Insurer.

9. WITHDRAWAL OF POLICY

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the Insured Person about the same 90 days prior to expiry of the Policy.
- ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period. as per IRDAI guidelines, provided the Rider has been maintained without a break.

10. POSSIBILITY OF REVISION OF TERMS OF THE POLICY INCLUDING THE PREMIUM RATES

The Company, with prior approval of IRDAI, may revise or modify the terms of the Rider including the premium rates. The Insured Person shall be notified three months before the changes are effected.

11. FREE LOOK PERIOD

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The Insured Person shall be allowed free look period of fifteen days from date of receipt of the policy document to review the terms and conditions of the Rider, and to return the same if not acceptable.

If the Insured has not made any claim during the Free Look Period, the Insured shall be entitled to

- a refund of the premium paid less any expenses incurred by the Company on medical examination of the Insured Person and the stamp duty charges or
- ii. Where the risk has already commenced and the option of return of the Rider is exercised by the Insured Person, a deduction towards the proportionate risk premium for period of cover or
- iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period;

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13. REDRESSAL OF GRIEVANCE

Stage 1

If you are dissatisfied with the resolution provided above or for lack of response, you may write to head.customercare@sbigeneral. in We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

For Senior Citizens: Senior Citizens can reach us at seniorcitizengrievances@sbigeneral.in; Toll Free - 1800 22 1111 / 1800 102 1111 Monday to Saturday (8 am - 8 pm)

Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at: gro@sbigeneral.in. or contact at: 022-42412070.

Address: Grievance Redressal Officer, 9th Floor, A & B Wing, Fulcrum Building, Sahar Road, Andheri (East), Mumbai 400 099.

List of Grievance Redressal Officers at Branch:

https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160d3f6b714fbbd.pdf/

Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link https://bimabharosa.irdai.gov.in/Home/Home

Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for Redressal of your Grievance. The details of the Insurance Ombudsman can be accessed at https://www.cioins.co.in/Ombudsman

If Your issue remains unresolved You may approach IRDAI by calling on the Toll-Free no. 155255 or You can register an online complaint on the website http://igms.irda.gov.in

14. ARBITRATION CLAUSE

15. MATERIAL CHANGE

16. NOTICE AND COMMUNICATION

Any notice, direction, instruction, or any other communication related to the Rider should be made in writing.

- i. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule.
- ii. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the Policy Schedule.

17. PREMIUM

18. RECORDS TO BE MAINTAINED

18. TERRITORIAL JURISDICTION

All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the Rider shall be determined by the Indian court and according to Indian law.

20. TERMS AND CONDITIONS OF THE POLICY



21. ALTERATIONS IN THE POLICY

The Proposal Form, Certificate, and Policy Schedule constitute the complete contract of insurance. This Policy constitutes the complete contract of insurance between the Policyholder and Us. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed, and stamped by Us. All endorsement requests will be made by the Policy Holder and/or the Insured Person only. This Policy cannot be changed by anyone (including an insurance agent or broker) except Us.

H. RENEWAL OF POLICY

The Policy shall not be renewable at the end of respective Policy Period and/or on grounds of fraud, misrepresentation by the Insured Person/ Proposer.

I. AUTOMATIC CHANGE IN COVERAGE UNDER THE POLICY

- i. In the case of demise of Surrogate Mother/ Oocyte Donor, the coverage for the Insured Person shall automatically terminate. In such scenario, if no claim has been made under the Policy then the Policyholder can request for cancellation and We shall refund the premium for the unexpired Policy Period as per the Premium refund grid mentioned in Section F of this Policy.
- ii. The Rider shall not be renewable at the end of respective Policy Period.

J. CLAIMS PROCEDURE

On the occurrence of any Claim under this Policy, the claim procedures set out below shall be followed.

Procedures	Cashless Hospitalization Reimbursement Claims				
Claim Intimation	You shall intimate the Claims to us through any available mode of communication as specified in the Policy, Health Card or our Website or Our TPAs Website				
Claim Intimation timelines	Within 24 hours of the Emergency Hospitalization At least 72 hours prior to the planned Hospitalization	Within 48 hours of admission or before discharge from the Hospital, whichever is earlier			
Particulars to be provided to us for Claim notification	 Policy Number Name of the Insured Person(s) named in the Policy schedule availing treatment, Nature of disease/illness/injury, Name and address of the attending Medical Practitioner Hospital Date and time of event if applicable Date of admission 				
Particulars to be provided for preauthorization	1. Policy Number 2. Name of the Insured person(s) named in the Policy schedule availing treatment 3. Nature of disease/Illness/Injury 4. Name and address of the attending 5. Medical Practitioner/ Hospital 6. Date of admission & probable date of discharge 7. Approximate Claim Expenses 8. Treatment Details 9. Claim Form / Pre-Authorization Request form 10. Any other relevant information as required 11. cKYC Form and KYC Documents				



Process for obtaining Pre-Authorization	 I. If the particulars are not provided in full or are insufficient for us to consider the request in Pre-defined Claim Form, We will request additional information or documentation II. On receipt of duly filled pre authorization form from the Network Provider along with other sufficient details to assess the request, We may; Issue the authorization letter specifying the sanctioned amount any specific limitation on the claim and non-payable items, if applicable or Reject the request for preauthorization specifying reasons for the rejection. 	Not Applicable		
List of Documents	 Duly filled and signed claim form Certified copy of Hospital discharge Summary Certified copy of final hospital bill, pharmacy bills, Investigation labs bills All original reports of Investigations done Self-attested Copy of PAN card & Aadhar card, photo id & address Proof of the nominee / beneficiary (Driving license / Passport / Election Card, etc) for address mentioned in claim form with KYC Form Beneficiary bank account / NEFT details: Cancelled cheque or copy of first page of bank passbook showing account holder's name, Account number, IFSC code, Branch name etc. Certified copy of Death certificate issued by municipal authority (in case of death of insured) KYC details and Documents 			

Note:

- 1. Case specific additional documents may be requested if required for justified claim decision & processing.
- Certified copies of document meaning documents attested by any vested authority (e.g. Notarized Documents, attested from Gazetted officer, SBI Branch Manager, Special Executive officer, any officer who is having authority of attestation of documents).
- Claim Document Submission Address

All claim related documents needs to be sent to below address.

Please do mention appropriate claim number on claim documents dispatched.

Accident & Health claims team

SBI General Insurance Company Limited

9th Floor, Westport, Pan Card Club Road, Baner

Pune, Maharashtra – 411 045

- Conditions for obtaining Cashless Facility:
- i. Cashless Facility can be availed only at Our Network Providers. The complete list of Network Providers and empaneled Service providers are available on Our Website and can be obtained by Contacting Our TPA.
- ii. We reserve the right to modify, add or restrict any Network Provider for Cashless Facilities at Our sole discretion. The same shall be duly updated on Our website. You shall check the updated list of Network Providers before applying for Cashless Claim.
- iii. Pre-authorization is valid for 15 days from date of issuance and if all the details of the Hospitalization/ treatment, including dates, Hospital and locations match with the details as per Cashless authorized.
- iv. We will make payment for the Cashless authorized amount directly to the Network Provider.
- v. If the claim is not notified to Us within the specified time limits, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control



Claim documents submission:

In case of any Claim, the list of documents as mentioned above shall be provided by the Policy holder/ Insured Person to Company within 30 days of date of discharge from hospital.

Scrutiny and Investigation of Claim:

We shall scrutinize the claim based on submission of above claim documents by You and if any deficiency in document We will intimate You in writing within 7 days from the date of submission of claim documents. We will initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document.

Claim Assessment

We shall pay fixed amounts as specified in the applicable Sections in accordance with the terms of this Rider. We are not liable to make any payments that are not specified in the Rider.

• Condonation of delay:

If the claim is not notified/ or submitted to Us within the specified time limits, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

Payment of Claim
 All claims under the Rider shall be payable in Indian currency only.

K. PRE-POLICY MEDICAL CHECK/ PRE-INSURANCE MEDICAL EXAMINATION

- For the insured, will be conducted on the basis of adverse declaration given in the proposal form.
- Medical loading on premium will be applicable on basis of findings in Pre-Policy Medical Check.
- We will reimburse 50% of the cost of any Pre-Policy Medical Check, once the Proposal is accepted and the Policy is issued for that Insured Person.

L. PREMIUM AND DISCOUNTS

For premium rates & applicable discounts and loadings please refer to the premium chart attached herewith.



Premium Illustration

Age of the members insured	Coverage opted on individual basis s covering each member of the family separately (at a single point in time)		Coverage opted on individual basis covering multiple members of the family under a single policy (Sum Insured is available for each member of the family)			Coverage opted on family floater basis with overall Sum Insured (Only one Sum Insured is available for the entire family)				
	Premium (Rs.)	Sum Insured (Rs.)	Premium (Rs.)	Discount, if any	Premium after discount (Rs.)	Sum Insured (Rs.)	Premium or consolidate d premium for all members of family (Rs.)		Premium after discount (Rs.)	Sum Insured (Rs.)
30 years	80665	200000	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Total Premium for member is Rs. 80,665/ Sum Insured available for an individual is Rs. 2,00,000/-		Not Applicable				Not Applio	cable			

NOTE:

- 1. Premium rates specified in the above illustration are premium rates for Option 2 "Complications of Oocyte Donor". Also, the premium rates are exclusive of taxes applicable.
- 2. The policy tenure for Option 2, quoted in the above illustration is 1 year.



Annexure - III - Product Benefit Table

Product Type	Rider				
Cover Type	Individual basis				
Eligibility for Proposer	 Intending couple (a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy) a) Married b) 23-50 years in case of females, 26-55 years in case of males on the day of certification c) Not had any surviving child biologically or through adoption or through surrogacy earlier Intending woman (an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy) a) 35-45 years b) Have not had any surviving child biologically or through adoption or through surrogacy earlier 				
Age Eligibility	Surrogate mother – 25-35 years on the day of implantation Oocyte donor – 25-35 years on the day of donating the oocyte				
Sum Insured options	Option-1 Complications arising out of pregnancy and post-partum delivery; Or	Rs. 3,00,000			
	Option-2 Complications of Oocyte Donor	Rs. 2,00,000			
Policy Tenure	Option-1 For Surrogate Mother Complications arising out of pregnancy and post-partum delivery; Or	36 months			
	Option-2 For Oocyte Donor Complications of Oocyte donor	12 months			
Coverages					
Cover Name	Sum Insured				
Inpatient Hospitalization	Up to Sum Insured				
Day Care Treatment	Within Sum Insured				
Road Ambulance Cover	Up to Rs. 1000/- per hospitalisation (Within Sum Insured)				

Note: The Policyholder/Insured Person can opt either Option 1 or Option 2 under the product.

Disclaimer

This is only a summary of the product features. The actual benefits available are as described in the policy, and will be subject to the policy terms, conditions and exclusions. Please seek the advice of our insurance advisor if you require any further information or clarification.

Statutory Warning

Section 41 of Insurance Act 1938 (Prohibition of Rebates)

- No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out
 or renew or continue an insurance in respect of any kind of risk relating to life or property in India any rebate
 of the whole or part of the commission payable or any rebate of premium shown on the policy nor shall any
 person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed
 in accordance with the prospectus or tables of the insurers.
- 2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.