

Checklist - For Individual Agents

Name of the Agent

Application No.

--	--	--	--	--	--	--	--	--	--	--	--

Sr No.	Particulars	Tick as applicable		No. of pages
1	IRDA forms - IA / IB / IC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2	Age Proof (Passport, Birth certificate, Pan card School or College leaving certificate)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3	Education proof a) Class XII for URBAN location b) Class X for Rural Location	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4	KYC	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5	Demand Draft	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Rs. :

--	--	--	--	--	--	--	--

DD No :

--	--	--	--	--	--	--	--

Bank :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DD Date :

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

6 Copy of PAN Card Yes No

Authorized signatory

APPLICATION FOR APPOINTMENT TO ACT AS AN INSURANCE AGENT

(With a Life Insurer OR General Insurer OR Health Insurer) for the FIRST TIME.

To,

Name of the Insurer

S B I G E N E R A L I N S U R A N C E

C O M P A N Y L I M I T E D

Please paste self attested
passport size
coloured photograph

Dear Sirs,

I request that Appointment to act as an insurance agent of your organisation may be granted to me.

I hereby declare that particulars given below are true and that the APPOINTMENT for which I apply will be used only by myself for soliciting or procuring insurance business for your Insurance Organisation.

PERSONAL INFORMATION

1) Name F I R S T N A M E M I D D L E N A M E S U R N A M E

2) Title Mr. Mrs. Miss.

3) Father's / Husband's Name F I R S T N A M E M I D D L E N A M E S U R N A M E

4) Full Address

Pin Code

Phone No. Mobile No.

E-mail ID

5) Date of Birth D D M M Y Y Y Y (Please attach proof of Age)

6) Educational Qualifications. (Tick the right Box) (Attach self-attested certificate)
 Class X Class XII Graduate Post Graduate Others

7) PAN CARD Number (Please attach self-attested copy of the PAN CARD)

8) Particulars of pass in pre-recruitment test conducted by the Insurance Institute of India or any Examination Body:

Name of Examination Body:

Candidate's Name:

Candidate's Number:

Centre of Examination

Name of the Exam passed

Date of Passing D D M M Y Y Y Y

9) I declare that

- I have not been found to be of unsound mind by a court of competent jurisdiction;
- I have not been found guilty of criminal misappropriation or criminal breach of trust or cheating or forgery or an abetment of or attempt to commit any such offence by a court of competent jurisdiction;
- I have not been found guilty of or to have knowingly participated in or connived at any fraud, dishonestly or mis-representation against an insurer or an insured.
- I have not violated the Code of Conduct specified under Clause 7 of the IRDAI (Appointment of Insurance agents) Guidelines, 2015.

Place:

Date: D D M M Y Y Y Y

Signature of Applicant

NOTES AND INSTRUCTIONS

- The application should be filled in, as far as possible, in Hindi language or English language.
- Any correction or alteration made in any answer to the questions in the application should be initialled by the applicant.
- An applicant must be at least 18 years of age on the date of the application. If required the applicant shall furnish proof of age.
- An applicant shall furnish the proof of pass in the Insurance examination conducted by the Insurance Institute of India, Mumbai or an examination body approved by the Insurance Regulatory and Development Authority of India, along with the application.
- The following documents should be attached with the application (a) Age Proof (b) Educational Qualifications (c) Proof of pass in the agency examination as mentioned above (d) Copy of PAN Card (e) Address proof to the satisfaction of the insurer (f) Cessation Certificate if any, that IS held by the Agent

NOTE TO THE INSURER

- The applicant should be provided with an acknowledgment for the receipt of the Agency Application form
- The details in the application form should be verified with the data available with the insurer and the application form with due authentication should be forwarded to the insurer with whom the applicant is seeking Agency within 15 days of the receipt of the application form from the applicant. A copy of the forwarding letter should be sent to the applicant for his records.
- The designated official of the Insurer should ensure that under no circumstances, there is a delay in forwarding the application form to the concerned insurer.
- The applicant shall ascertain from the Insurer to whom he has submitted the Agency Application form on the status of the Agency application submitted by him.

FORM I-B

APPLICATION OF AN EXISTING INSURANCE AGENT FOR APPOINTMENT TO ACT AS COMPOSITE INSURANCE AGENT WITH ANOTHER INSURER (LIFE OR GENERAL OR HEALTH INSURANCE or MONO-LINE INSURANCE)

Name of Insurance Agent

F	I	R	S	T	N	A	M	E			M	I	D	D	L	E	N	A	M	E				S	U	R	N	A	M	E
---	---	---	---	---	---	---	---	---	--	--	---	---	---	---	---	---	---	---	---	---	--	--	--	---	---	---	---	---	---	---

DETAILS OF THE INSURANCE AGENCY HELD (Past & Present)

Name of the Insurer	Agency code Number	Date of Appointment as agent	Date of cessation of Agency	Reason for cessation of agency

Note If Agency is currently in-force with an Insurer mention "INFORCE" in the column Date of cessation of Agency

COMPOSITE INSURANCE AGENCY APPOINTMENT now being sought with

Life Insurer	
General Insurer	
Health Insurer	
Other Mono-Line Insurer	
** Mention name of the Insurer in the Box above	

Note

- i) No person shall act as an insurance agent for more than one life insurer, one general insurer, one health insurer and one of each of other mono-line insurers
- ii) Any person who acts as an insurance agent in contravention of the provisions of this Act, shall be liable to a penalty which may extend to ten thousand rupees
- iii) Attach Separate Application Form for each of the Insurance Organisation with whom you seek to obtain Appointment and submit all the Application Form to your current insurer only.

Profile Form (KYC)

Please paste passport size coloured photograph and sign across.

IDENTITY DETAILS

Applicant's Name Mr. Ms. Mrs. Others Gender Male Female

(As appearing in supporting documents) S U R N A M E M I D D L E N A M E F I R S T N A M E

Father's Name S U R N A M E M I D D L E N A M E F I R S T N A M E

Date of Birth D D M M Y Y Y Y Nationality

Permanent Account No. (PAN Mandatory)

ADDRESS DETAILS

Address for correspondence House No. Street

Town District

State Pin Code

Telephone No.

Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Latest Telephone Bill Latest Electricity Bill Passport Driving License Latest Bank Passbook Latest Bank Account Statement

Latest Demat Account statement Voter Identity Card Ration Card Registered Lease / Sale Agreement of Residence

OTHER DETAILS

1. Gross Annual Income Details Please tick (✓)

Upto Rs. 5,00,000 Rs. 5,00,001 to Rs. 25,00,000 Rs. 25,00,001 to Rs. 1,00,00,000 Rs. 1,00,00,001 to Rs. 5,00,00,000

Rs. 5,00,00,001 and above

2. Occupation Details Please tick (✓) any one

Private Sector Service Public Sector / Government Service Business Professional Agriculturist Retired

Housewife Student Others (Please specify) _____

Declaration

I hereby confirm that I have read and understand the terms and conditions. I agree to abide by terms and condition, rules and regulation and any other statutory requirements applicable. I hereby agree to provide any additional information / documentation that may be required.

Place:

Date: D D M M Y Y Y Y

Signature of Applicant

NEFT / EFT MANDATE FORM

Date :

To,
SBI General Insurance Company Ltd.
101-201-301, Natraj Building,
Junction of Western Express Highway,
Andheri Kurla Road,
Andheri (East).
Mumbai 400069

Dear Sir / Madam,

I request you to kindly credit commission amount directly to my account as per the bank details given below.

Agent Name :
IRDA License No :
SBI GI Branch Name :
Bank A/c Holder Name :
Bank Name :
Bank Branch Name :
Bank Account No :
IFSC Code :

We are enclosing Cancelled Cheque along with this Mandate form.

Thanking You,

(Agent Name & Signature)

SBI GENERAL INSURANCE COMPANY LIMITED

GENERAL TERMS AND CONDITIONS & CODE OF CONDUCT APPLICABLE TO AGENT OF THE COMPANY.

These terms and conditions apply to and regulate the rights and obligations of the Insurance Agent (as defined herein below). These terms and conditions shall be in addition to terms prescribed in IRDA Guidelines / Regulations and any other terms as stipulated by SBI General Insurance Company Limited.

1. DEFINITIONS:

Unless the context otherwise requires

- i. "Act" means the Insurance Act, 1938 and includes any amendment thereto or enactment thereunder ;
- ii. "Applicable Law" means one or more provisions of the Act, the insurance Rules, the IRDA Act and the IRDA Regulations including modifications, amendments or re-enactments thereof, and the guidelines, directives ,notifications and orders issued by the IRDA as in force from time to time.
- iii. "Applicant" means a person who has applied to SBI General Insurance Company Limited for being appointed as an Insurance Agent.
- iv. "SBI General Insurance Company Limited" refers to SBI General Insurance Company Limited having its registered office at its Corporate and Registered office at "Natraj", 101, 201 & 301, Junction of Andheri-Kurla Road & Western Express Highway, Andheri (East), Mumbai - 400 069
- v. "Insurance Agent" means the Applicant who is appointed as an insurance agent of SBI General Insurance Company Limited And designated as a Insurance Advisor.
- vi. "Authority" or the "IRDA" means the Insurance Regulatory and Development Authority constituted under section 3 of the IRDA Act 1999;
- vii. "Company" means SBI General Insurance Company Limited;
- viii. "Insurance Product" means any plan of insurance, which is offered by SBI General Insurance Company Limited.
- ix. "Confidential Information" means, in relation to the Company and its policyholders, information which is not publically known but which relates to the company's policyholders, employees, Insurance Agents, products, operations, trade secrets, copy rights and similar rights etc. "IRDA Act" means the Insurance Regulatory and Development Authority Act, 1999(41 of 1999) including modifications, amendments or re enactments thereof, as in force from time to time.
- x. "IRDA Regulations" means the regulations made by the IRDA in exercise of its powers under the Act and the IRDA Act including modifications, amendments or re-enactments thereof, as in force from time to time.
- xi. "Terms" refer to terms and conditions herein in connection with the appointment of the Insurance Agent.

2. CODE OF CONDUCT:

Every person who is appointed as Insurance Agent by the Company shall adhere to the model code of conduct as specified below:-

- I. THE INSURANCE AGENT SHALL,**
 - (a) identify himself/herself and SBI General Insurance Company Limited, of whom he is an insurance agent to all the prospects;
 - (b) At all times show the agency identity card to the prospect, and disclose Agency Appointment Letter to the prospect on demand ;
 - (c) disseminate the requisite information in respect of insurance products offered for sale by company and take into account the needs of the prospect while

- recommending a specific insurance plan;
- (d) disclose the scales of commission in respect of the insurance product offered for sale, if asked by the prospect;
 - (e) indicate the premium to be charged by the Company for the insurance product offered for sale;
 - (f) explain to the prospect the nature of information required in the Proposal Form by Company, and also the importance of disclosure of material information in the purchase of an insurance contract and shall never persuade or encourage any prospect not to divulge or disclose any information which is relevant to the Company for the purpose of underwriting
 - (g) bring to the notice of the Company every fact about the prospect relevant to insurance underwriting, including any adverse habits or income inconsistency of the prospect, in the form of a report (called "Insurance Agent's Confidential Report") along with every proposal submitted to the Company, and any material fact that may adversely affect the underwriting decision of the company as regards acceptance of the proposal, by making all reasonable enquiries about the prospect;
 - (h) obtain requisite documents at the time of filing the Proposal Form with the Company; and other documents subsequently asked for by the Company for completion of the proposal;
 - (i) inform promptly the prospect about the acceptance or rejection of the proposal by Company;
 - (j) advise every individual policyholder to effect nomination or assignment or change of address or exercise of options, as the case may be, and offer necessary assistance in this behalf, wherever necessary;
 - (k) The Insurance Agent may receive Cheques or Demand Drafts in favour of **"SBI General Insurance Co Ltd"** from the policyholders towards payment of premium. However, in such a situation, he will ensure that the cheques received are not back dated and the cheque/demand draft are deposited with the Company within 24 hours of receipt of the same excluding bank holidays.
- (l) The Insurance Agent is **not authorized and shall not be entitled anytime to collect premium from the policyholders in cash** and shall be under obligation to disclose the prospect / policyholder that the payment towards premium charges shall be accepted by the Company by way of crossed cheques or demand drafts only. The Insurance Agent further shall inform and encourage the policyholder to write his/her policy number and phone number on the back side of the instrument paying the premium charges.
 - (m) render necessary assistance to the policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims by the company;
 - (n) where the Insurance Agent represent more than one insurer offering same line of products (Ex. Health Products), he /she should dispassionately advise the prospect on the products of all insurers whom he/she is representing and the product best suited to the specific needs of the prospect
 - (o) The Insurance Agent shall maintain strict confidentiality of the information received from any prospect and / or the Company in the course of business.
 - (i) The Insurance Agent, shall not use the Confidential Information other than for the purposes of its business with the Company, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Insurance Agent shall not disclose, publish or otherwise reveal any of the Confidential Information received from the Company and/or the prospect to any other party whatsoever except with the specific prior written authorization of the Company.
- The Confidential Information furnished in tangible form shall not

be duplicated by the Insurance Agent except in the course of business. Upon the request of the Company, the Insurance Agent shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Disclosure's option, any documents or other media developed by the Insurance Agent containing Confidential Information shall be destroyed by the Insurance Agent. The Insurance Agent shall provide a written certificate to SBI General/Company regarding destruction within ten (10) days thereafter.

- (ii) The Insurance Agent shall have no obligation under this with respect to Confidential Information which is or becomes publicly available; is rightfully received by the Insurance Agent without obligations of confidentiality; or is developed by the Insurance Agent.

II. THE INSURANCE AGENT SHALL NOT,-

- (a) solicit or procure insurance business without being appointed to act as such by the Company;
- (b) induce or persuade any prospect to omit any material information in the Proposal Form;
- (c) induce the prospect to submit wrong information in the proposal form or

- documents submitted to the company for acceptance of the proposal;
- (d) behave in a discourteous manner with the prospect;
- (e) interfere with any proposal introduced by any other insurance agent;
- (f) offer different rates, advantages, terms and conditions other than those offered by Company ;
- (g) demand or receive a share of claim proceeds from the beneficiary under an insurance contract or offer any rebate which is prohibited under Section.41 of the Act.;
- (h) force , persuade or induce a policyholder to terminate any existing policy and to effect a new proposal from him within three years from the date of such termination of the earlier policy ;
- (i) become or remain a director of any insurance company;
- (j) resort to multilevel marketing for soliciting and procuring insurance policies and/or induct any prospect/policyholder to join a multilevel marketing scheme.
- (k) apply for fresh agency appointment to act as an insurance agent, if his agency appointment was earlier cancelled by the designated official, and a period of five years has elapsed from the date of such cancellation.

III. THE INSURANCE AGENT SHALL:

With a view to conserve the insurance business already procured through him, make every attempt to ensure remittance of the premiums by the policyholders within the stipulated time, by giving notice to the policyholder orally and in writing;

3. ADVERTISEMENT AND PUBLICITY:

Every Insurance Agent shall, during the conduct of his agency business, adhere to the provisions of the Insurance Regulatory and Development Authority (Insurance Advertisements and Disclosure) Regulations, 2000. (“Advertisement Regulations”)

In accordance with the Advertisement Regulations, the Insurance Agent is required to obtain prior approval in writing, of the Company for issue of any advertisement. However in the following cases such prior written approval is not required:

- a. Advertisements developed by the Company and provided to the Insurance Agents;
- b. Generic advertisements limited to information like the name, logo, address, and phone numbers etc of Insurance Agent; and
- c. Advertisements that consist only of simple and correct statements describing the availability of lines of insurance, references of experience, service and qualifications; but making no reference to specific policies, benefits, costs or the Company.

4. OTHER INSURANCE AGENCIES:

In accordance with the Insurance Regulatory and Development Authority (Licensing of Insurance Agents) Regulations, 2000, an insurance agent can act on behalf of only one general insurance company at one time. Hence the Insurance Agent shall not become the agent of any other Company.

5. MINIMUM BUSINESS AND COMMISSIONS:

The Insurance Agent shall be entitled to receive Commission on the premium generated by the Insurance Agent as per the norms of IRDA and the rates of Commission for different levels will be informed to the Insurance Agent separately from time to time. While ensuring that the existing business continues, the Insurance Agent is also required to bring in minimum new business for the Company which will entitle the Insurance Agent.

The minimum business to be procured by the Insurance Agent shall be 6 policies per 6 calendar months or as may be determined and communicated by the Company in writing from time to time.

6. PAYMENT OF COMPENSATION AND REMUNERATION:

- 6.1 Compensation and remuneration for the due performance of obligations in accordance with these Terms shall be paid to the Insurance Agent at such rates for different levels as may be notified by SBI General Insurance Company Limited to the Insurance Agent from time to time, but within the limits as laid down by Authority, subject to deduction of applicable taxes under the law in force from time to time in respect of policies effected through the Insurance Agent;. The Insurance Agent shall provide his income tax PAN number, or if acquired subsequently, immediately after the same has been so acquired to SBI General Insurance Company Limited. In the event of failure to provide PAN number, SBI General Insurance Company Limited will be entitled to block the payments of the Insurance Agent.
- 6.2 SBI General Insurance Company Limited shall be entitled to deduct the service tax (or any similar tax, in lieu of or in addition to service tax), including any cess, surcharge or similar tax thereon at the applicable rates, from the commissions or any other amounts payable to the Insurance Agent. However, in best commercial interests and solely in its discretion SBI General Insurance Company Limited may decide to recover only a part of such taxes.
- 6.3 SBI General Insurance Company Limited shall be entitled to revise (upwards or downwards) the rates of commission, as in force from time to time, by notice in writing to the Insurance Agent.
- 6.4 SBI General Insurance Company Limited shall be entitled to specify (and revise) differential commission rates for different Insurance products based on various parameters including new business premiums, renewal premiums, business done by the Insurance Agent etc.
- 6.5 In case of any excess or wrong payment of commission or any amount to the Insurance Agent or any commission becomes recoverable or receivable from the Insurance Agent for any reason whatsoever, SBI General Insurance Company Limited shall

be entitled to adjust such amounts (which have been paid in excess or erroneously or have to be received/recovered back for any reason whatsoever) in the subsequent payment(s) to the Insurance Agent. Alternatively, or where no amounts are due to the Insurance Agent, SBI General Insurance Company Limited will require the Insurance Agent to repay or refund forthwith such amounts, and thereafter the Insurance Agent shall repay the amount within 15 days after the receipt of any communication from SBI General Insurance Company Limited in that regard

7. PAYMENT OF COMMISSION IN CASE OF DEATH:

In the event of death of the Insurance Agent, the commission payable to him shall be payable to his nominees, if any, or to his legal heirs as the commission would have been paid to the Agent if he were alive.

8. PAYMENT OF COMMISSION IN CASE OF TERMINATION:

Where the agency contract has been terminated for reasons other than fraud, no commission shall be paid to the terminated Agent on renewal premium. However, in case a fraud has been perpetrated by the Agent for sale of Policy, the Commission shall be recovered by the Company as per procedure as available under the law.

9. PROHIBITION OF REBATE:

Every agent shall observe and adhere to the provisions of Section 41 of the Insurance Act, 1938 reproduced hereunder and also bring the same to the notice of the prospect:

“Section 41

(1) 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

lives or property in India, any rebate of the whole or part commission payable or any rebate of the 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 published prospectuses or tables of the Company .

(2) Any person making default in complying with the provisions of this Section shall be punishable with fine, which may extend to five hundred Rupees.”

10. RURAL SECTOR OBLIGATIONS:

Under the Insurance Regulatory and Development Authority (Obligations of Insurers to Rural or Social Sectors) Regulations, 2000, the Company is required to procure a minimum business from both the Rural and Social sectors. In view of this, the Insurance Agent may be required by SBI General Insurance Company Limited from time to time to procure certain minimum business from these sectors.

11. COMPLIANCE WITH ANTI MONEY LAUNDERING NORMS.

The Insurance Agent shall strictly adhere to the Prevention of Money Laundering Act, 2002, Rules framed thereon and the Anti Money Laundering (‘AML’) guidelines as prescribed by IRDA and any modifications thereto and employ adequate Know Your Customer (‘KYC’) standards.

The Insurance Agent shall in accordance with the KYC procedures set by the Company shall ensure the following:

- Customer Acceptance Procedures;
- Customer Identification Procedures;
- Monitoring of Transactions; and
- Risk Management

The Insurance Agent shall, in the event of finding any adverse change on the standing, integrity or reputation of the customer/policyholder, immediately inform the company. In the event the Insurance Agent fails to comply with this provision and/or exposes the company to AML related risks, the company

shall be entitled to terminate this Agreement and report the matter to IRDA for further action. The Company shall on its part impose checks and controls to ensure that these procedures are being adhered to. It shall be obligatory on the part of Insurance Agent to implement the issued guidelines.

12. NO AUTHORITY TO COLLECT MONEYS:

The Insurance Agent is not authorized to collect any money/premium in cash from the prospects and/ or policyholders under any circumstances and any premium collected otherwise than in cash shall be deposited with the Company as stipulated by Section 64 V B of the Act.

13. NO AUTHORITY TO ACCEPT RISKS:

The Insurance Agents are not authorized to accept any risk for or on behalf of the Company. The Insurance Agent is not required to disclose this to the prospect.

14. NO AUTHORITY TO ISSUE RECEIPTS:

The Insurance Agent is not authorized to issue any type of receipt whether on his own behalf or on the Company's behalf to any person, in respect of monies collected by them. Insurance Agent is not authorized to issue any cover note confirming acceptance of risk.

15. GROUP INSURANCE BUSINESS:

Unless specifically permitted, the Insurance Agent is not authorized to procure Group Insurance business for the Company.

16. DISQUALIFICATION OF AGENT:

An appointment of Insurance Agent may be cancelled or suspended if the Insurance Agent, suffers at any time during the currency of the license, from any of the disqualification's mentioned in sub-section (3) of Section 42 of the Act or/ and for the reason mentioned in Guidelines on Appointment of Insurance

Agents, and the Company may recover from him the Appointment Letter and the Identity Card issued earlier along with all other documents, literatures, booklets, tables etc. that belong to the Company. The disqualifications mentioned in Sub-section (3) of Section 42 of the Act are:

- a. That the person is a minor;
- b. That he is found to be of unsound mind by a Court of competent jurisdiction;
- c. That he is found guilty of criminal misappropriation or criminal breach of trust or cheating or forgery or an abatement of or attempt to commit any such offence by a court of competent jurisdiction;

Provided that where at least five years have elapsed since the completion of the sentence imposed on any person in respect of any such offence, the Authority shall ordinarily declare in respect of such person that his conviction shall cease to operate as a disqualification under this clause.

- d. That in the course of any judicial proceeding relating to any policy of insurance or the winding up of an insurance company or in the course of an investigation of the affairs of the company, it has been found that he has been guilty of or has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the company or the insured;
- e. That he does not possess the requisite qualification and practical training for a period not exceeding 12 months, as may be specified by the Regulations, made by the Authority in this behalf;
- f. That he has not passed such examination as may be specified by the Regulations made by the Authority in this behalf;

Provided that a person who had been issued a license under Section 41(1) or 64UM(1) of the Act shall not be required to possess the requisite qualification, practical training and pass such examination as required by clauses (e) and (f);

g That he violates the code of conduct as may be specified by the Regulations/Guidelines made by the Authority.

h. That he is a spouse, dependent child or dependent step child of an employee of SBI General/ Company, whether residing with such employee or not. The Company shall disclose such termination to IRDAI for the purpose of updating its Black Listed Agents and any other such records.

17. INDEMNITY

17.1 The Insurance Agent hereby agrees that he shall indemnify, defend and hold harmless SBI General Insurance Company Limited from and against any and all liability, any other loss that may occur, arising from or relating to the breach, non-performance or inadequate performance by the Insurance Agent of any of his obligations under these Terms or from the acts, errors, representations, misrepresentations, misconduct or negligence of the Insurance Agent in the performance of his obligations under these terms.

17.2 Under no circumstances shall SBI General Insurance Company Limited be liable to the Insurance Agent for any indirect, incidental, consequential, special or exemplary damages in connection with these terms.

17.3 The Insurance Agent shall keep SBI General Insurance Company Limited at all times against, and hold harmless from all actions, proceedings, claims, losses, damages costs, interests (both before and after judgement) and expenses which may be brought against or suffered or incurred by SBI General Insurance Company Limited in enforcing SBI General Insurance Company Limited's rights under or in connection with these Terms.

17.4 The Insurance Agent shall solely be responsible for ensuring full

compliance with Applicable Laws and shall indemnify and keep indemnified SBI General Insurance Company Limited from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against or suffered or incurred by SBI General Insurance Company Limited in connection with any failure by the Insurance Agent in complying with Applicable Laws.

17.5 The indemnities as aforesaid shall continue notwithstanding the termination of the relationship between SBI General Insurance Company Limited and the Insurance Agent

18. OBLIGATIONS UNDER THE IRDA (PROTECTION OF POLICYHOLDERS' INTERESTS) REGULATIONS, 2002:

The following are the points to be noted and adhered to by the Insurance Agent:

1 Regulation 3(2) - An insurer or its agent or other intermediary shall provide all material information in respect of a proposed cover to the prospect to enable the prospect to decide on the best cover that would be in his or her interest.

2Regulation 3(3) - Where the prospect depends upon the advice of the insurer or his agent or an insurance intermediary, such a person must advise the prospect dispassionately

3Regulation 3(5) - In the process of sale, the insurer or its agent or any intermediary shall act according to the code of conduct prescribed by:

- i) the Authority
- ii) the Councils that have been established under section 64C of the Act and
- iii) the recognized professional body or association of which the agent or intermediary or insurance intermediary is a member.

4Regulation 4(6) - Proposals shall be processed by the insurer with speed and efficiency and all decisions thereof shall be communicated by it in writing within a reasonable period not exceeding 15 days from receipt of proposals by the insurer .

In order to assist the Company to adhere to the time limit of 15 days prescribed in this regulation, the insurance agent is required to ensure that all communications received by him in writing from the customer is delivered to the Company within 24 hours of receipt.

5. Regulation 11(4) - Any breaches of the obligations cast on an insurer or insurance agent or insurance intermediary in terms of these regulations may enable the Authority to initiate action against each or all of them, jointly or severally, under the Act and/or the Insurance Regulatory and Development Authority Act, 1999.

6. Regulation 8(2) : The Insurance Agent shall assist the Company and provide all the required information/documents from the claimant in case some additional information/documents are required in the process of admissibility of claim or settlement of the claim.

19. VALIDITY OF LICENCE:

The appointment as the Insurance Agent is subject to your continuing to hold a valid Appointment Letter and Identity Card at all times. If the appointment is cancelled/suspended or Insurance Agent wish to surrender his agency , the appointment as Insurance Agent shall stand automatically terminated with effect from the date of cancellation or with effect from the date of Cessation Certificate issued by Insurer, as the case may be.

The Insurance Agent understands and agrees that once an appointment stand terminated as

aforsaid, a renewal or re-issue of license shall not automatically revive agency with the Company and the applicant shall have to submit a fresh application. In such an event re-appointment shall be at the discretion of the Company.

20. DIRECTORSHIPS:

As stipulated by the Applicable Law, the Insurance Agents of the Company are not entitled to become or remain a director of any Insurance Company.

21. MISSELLING AND PENALTY:

The Insurance Agent shall fully understand the requirements of the prospect and then suggest a suitable product. The Insurance Agent shall not induce any prospect into accepting any product which the prospect did not need, only for the generation of business. In the event of the prospect rejecting the policy for the reason that the product was not what he had required, such sale shall be treated as a miss-sale and the Company reserves the right to recover the cost incurred by the Company on account of such sale From any amount due and payable to the Insurance Agent and also charge back the commission paid to him in respect of such Policy.

22. TERMINATION OF THE AGENCY:

The Company shall also be entitled at any time to terminate your agency, without thereby being liable for any compensation or damages, if in its sole opinion,

- (a) The performance of the Insurance Agent has not been satisfactory; or
- (b) The Insurance Agent has acted in breach of the code of conduct or any of the terms and conditions of appointment; or
- (c) Any information furnished by the Insurance Agent in relation to his appointment as such is false; or
- (d) The Insurance Agent has acted in a fraudulent manner and continuing him

as Insurance Agent shall be prejudicial to the interest of the Company.

23. TERMINATION

Notwithstanding anything herein before contained either party may terminate the agency by giving a notice of one month to the other party without assigning any reason thereto.

Any notice to be served hereunder shall be sufficiently served on the Company, if served by Registered Post at its said Registered Office or any other address as may be intimated by the Company to the Insurance Agent in writing, and shall be deemed to have been sufficiently served on the Insurance Agent if sent to him by Registered Post at his address last noted in his records by the Company.

Upon termination of agency the terminated Insurance Agent shall forthwith surrender the Identity Card and Appointment Letter as well as all other manuals, tables, rate books, literatures, product guides etc. of the Company that are in their possession, to the Company. The Insurance Agent shall be entitled to receive commission on the business brought in by the Insurance Agent prior to termination of the agency.

In the event of the agency being terminated within a period of 24 months from the date of appointment, the Company shall be entitled to claim the entire costs incurred on the Insurance Agent for training from any amounts due and payable to him and in the event of there being no such amounts or such amounts being inadequate, to recover the same through legal proceedings as the Company may be advised. The Company reserves the right to determine the extent of costs incurred as aforesaid.

Notwithstanding anything contained in this agreement any request by the Agent for issuing Cessation Certificate for transfer from SBI General/Company to any other Insurer shall be subject to IRDA guidelines and circulars issued in this regard from time to time.

This appointment shall be subject to jurisdiction of Courts at Mumbai. To signify his / her acceptance of the terms and conditions as detailed above, the Applicant is required to sign the original of the Terms and Conditions and return the same to the Company.

24. DECLARATIONS

The Insurance Agent hereby confirms that he has received a copy of the circular no. IRDA/CAD/GDL/AGN/016/02/2011(guidelines pertaining to individual Agent) and have understood the content and obligations as mentioned in the guidelines.

Signature :

Name :

Address :

Date :

In the presence of Witness:

Signature :

Name :

Address :

INDEMNITY

This Deed of Indemnity is executed on this _____ day _____ 2015, at _____ by Shri / Smt. _____, S/w/d/o, _____

R/o _____ (herein after referred to as the “Agent”) in favour of SBI General Insurance Co Ltd , (herein after referred to as the “ Company”) having its registered office at Natraj, 101, 201 & 301, Junction of Western Express Highway & Andheri-Kurla Road, Andheri(East), Mumbai-400069.

The Agent is an Insurance Agent appointed by the Company to represent the Company [as per terms and conditions of appointment mentioned in the Application Form / Appointment Letter signed by the Agent and Company respectively] and the Agent is obliged to follow the best Sales Practices and Code of Conduct prescribed from time to time while representing the Company. The Agent hereby indemnifies and keeps indemnified the Company, its Directors, Officers, Employees against any loss or penalty incurred by the Company on account of violation of Code of Conduct, Terms and Conditions of appointment and/or violation of ethical sales practices as prescribed by the Company/IRDAI from time to time.

IN WITNESS WHEREOF:

Signature of Agent:

Witness

1)