



SBI Life Insurance Company Limited
Registration Number: 111 Regulated by IRDAI

**POLICY
DOCUMENT**

SBI LIFE – SMART SHIELD

UIN: 111N067V02

(A NON-PARTICIPATING TERM ASSURANCE PLAN)

Registered & Corporate Office: SBI Life Insurance Co. Ltd, “Natraj”, M.V. Road & Western Express
Highway Junction, Andheri (East), Mumbai - 400 069.

Website: www.sbilife.co.in | Email: info@sbilife.co.in | CIN: U99999MH2000PLC129113
Toll Free: 1800 22 9090 (Between 9.00 am & 9.00 pm)

Policy Schedule

Your Policy

Welcome to your **SBI Life – Smart Shield** policy and thank you for preferring **SBI Life Insurance Company Limited** to provide you with insurance solutions. The UIN allotted by IRDAI for this product is 111N067V02.

The information you have given in your proposal form, personal statement together with any reports or other documents and declarations form part of this contract of insurance with us. Your policy document, comprising this policy schedule along with the policy booklet and any endorsements, is evidence of the contract. If you have chosen rider(s), rider document(s) would also be part of the policy document. You should read these carefully to make sure that you are satisfied with the terms and conditions of the policy. Please keep these in a safe place.

Your policy is a pure protection policy. In return for your premium(s) we will provide benefits as described in the following pages of the policy document. The benefits available under this policy are subject to the payment of renewal premiums as and when due.

The benefits will be paid to the person(s) entitled as set out in the policy document, on proof to our satisfaction, of such benefits having become payable and of the title of the persons claiming the payments.

Please communicate any change in your mailing address or any other communication details as soon as possible.

If you require further information, please contact us or the Insurance Advisor/Facilitator mentioned below.

**Insurance Advisor/Facilitator Details: <<name>> <<code>>
<< mobile number or landline number if mobile not available>>.**

Identification

1. Policy Number	<< as allotted by system >>
2. Proposal No.	<< from the proposal form >>
3. Proposal Date	<< dd/mm/yyyy >>
4. Customer ID	<< as allotted by system >>

Personal information

5. Name of the life assured	<< Title / First Name / Surname of the life assured >>	
6. Name of proposer / policyholder	<< Title / First Name / Surname of the policyholder >>	
7. Date of Birth	Life Assured	Policyholder

	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
8. Age at entry	Life Assured	Policyholder
9. Gender	Life Assured	Policyholder
	<< Male / Female >>	<< Male / Female >>
10. Mailing Address	<< Address for communication >>	
11. Telephone Number with STD Code		
12. Mobile Number		
13. E-Mail ID of the policyholder	<< E-Mail ID of the policyholder >>	

Nomination		
14. Name of the Nominee(s)	Relationship with the life assured	Age
15. Name of the Appointee(s)	Relationship with nominee	Age

Important dates	
16. Date of commencement of policy	<< dd/mm/yyyy >>
17. Date of commencement of risk	<< dd/mm/yyyy >>
18. Policy anniversary date	<< dd/mm >>
19. Premium due dates	<< >>
20. Date of expiry of term	<< dd/mm/yyyy >>

Basic policy information	
21. Initial Sum Assured (Rs.)	<< at inception >>
22. Benefit Structure	<< Level Term Assurance / Decreasing Term Assurance (Loan Protection) << @ x % p.a. >> / Decreasing Term Assurance (Family Income Protection) / Increasing Term Assurance >>

23. Premium frequency	<< Single Premium / Yearly / Half-Yearly / Quarterly / Monthly >>
24. Instalment Premium (including Option and Rider(s), if any)	<< >>

Option: Accelerated Critical Illness Benefit
<< Opted / Not opted >>

Rider (s) chosen	
Name of the Rider	UIN
<< Names of the selected Rider (s) / No riders applicable >>	<< UIN / Not applicable >>

Base plan, Option and Rider(s)						
Benefit	Initial Sum Assured (Rs.)	Policy Term (Years)	Premium paying term (Years)	<< Premium Frequency >> Instalment Premium (Rs.)	Due date of last premium	Cover End Date
Base Plan			<< Single / Term >>		<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Option: Accelerated Critical Illness Benefit		<<5 years>>				<< dd/mm/yyyy >>
SBI Life – Accidental Death Benefit Rider(UIN: 111B015V02)						<< dd/mm/yyyy >>
SBI Life - Accidental Total & Permanent Disability Benefit Rider(UIN: 111B016V02)						<< dd/mm/yyyy >>
Total Installment Premium, excluding Taxes						
Applicable Taxes	<< >>					



Applicable rate of Tax*	<<XX.XX%>>
Total Instalment Premium, including taxes	

*includes Service Tax, Cess, GST (currently only in case of J&K residents) and/ or any other statutory levy/ duty/ surcharge, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax laws.
All references to rider benefit in your policy document will only be applicable if any rider benefit has been chosen.

<< To be printed wherever applicable

Applicable clauses

<< To be printed only when staff discount is applicable

We will award the following discount to you on your premium.

Premium	
Policy Year	Discount applicable on the premium
Throughout the Policy term	<< % >>

<<

Effective Sum Assured Table

Please refer the Sum Assured Schedule attached herewith for << Decreasing Term Assurance (Loan Protection) @ << x % p.a. >> / Increasing Term Assurance >>

>>

Signed for and on behalf of **SBI Life Insurance Company Limited,**



Authorised Signatory

Name		
Designation		
Date	Place	

The stamp duty of Rs. <<....>> (Rupees.....only) paid by pay order, vide receipt no. <<.....>> dated << >>. Government notification Revenue and Forest Department No. Mudrank <<.....>> dated <<.....>>

<< Digital Signature >>

(Signature)
Proper Officer

We request you to read this policy schedule along with the policy booklet. If you find any errors, please return your policy document for effecting corrections.

***** End of Policy Schedule *****

Policy Booklet

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SBI Life – Smart Shield (UIN: 111N067V02)

Base Policy

This is your policy booklet containing the various terms and conditions governing your policy. This policy booklet should be read in conjunction with the policy schedule and other related documents of your policy.

If you find any errors, please return the policy for effecting corrections.

1 Definitions

These definitions apply throughout your policy document.

The definitions are listed alphabetically. Items marked with † alongside are provided in your policy schedule.

Expressions	Meanings
1. Age	is the age last birthday; i.e., the age in completed years.
2. Age at entry †	is the age last birthday on the date of commencement of your policy.
3. Appointee †	is the person who is so named in the proposal form or subsequently changed by an endorsement, who has the right to give a valid discharge to the policy monies in case of the death of the life assured during the term of the policy while the nominee is a minor.
4. Assignee	is the person to whom the rights and benefits are transferred by virtue of an assignment under section 38 of the Insurance Act, 1938.
5. Base Policy	is that part of your policy referring to the basic benefit.
6. Cover End Date †	is the date on which the benefit terminates on expiry of the benefit term.
7. Date of commencement of policy †	is the start date of your policy.
8. Date of commencement of risk †	is the date from which the insurance cover under the policy commences.
9. Date of revival	is the date on which the policy benefits are restored at the conclusion of the revival process
10. Death Benefit	is the amount payable on death of the life assured.
11. Endorsement	a change in any of the terms and conditions of your policy, agreed to or issued by us, in writing.
12. Effective Sum Assured	is the amount payable on the happening of insured event under the base policy.
13. Free-look period	is the period during which you have the option to return the policy and cancel the contract.
14. Grace period	is the period from the premium due date during which you can pay the premium without any late fees, interest & other requirements and the policy is considered to be in-force.
15. In-force	is the status of the policy when all the due premiums have been paid upto date.
16. Initial Sum Assured †	is the sum assured as on the date of commencement of policy.
17. Instalment premium †	is the contractual amount payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. Applicable service tax and cess and levies if any, is payable in addition.
18. Lapse	is the status of the policy when a due premium is not paid before the expiry of grace period.
19. Life assured †	is the person in relation to whom life insurance and other benefits are granted.
20. Minor	is a person who has not completed 18 years of age
21. Monthly Income	is the amount arrived at by dividing the initial sum assured by the policy term, in months.
22. Nominee †	is the person who is named as the nominee in the proposal form or changed by an endorsement, as per section 39 of the Insurance Act, 1938, and who has the right to give a valid discharge to the policy monies in case of the death of the life assured during the term of the policy.
23. Non-participating	means that your policy does not have a share in our profits.
24. Option †	is a cover which can be opted with base plan.

Expressions	Meanings
25. Option term †	is the period, in years, during which the contractual option benefits, if any, are payable.
26. Option sum assured †	is the amount payable upon the happening of event insured under the option.
27. Policy anniversary	is the same date and month each year during the policy term as the date of commencement. If the date of commencement is on 29th of February, the policy anniversary will be the last date of February.
28. Policy document	means the policy schedule, policy booklet and endorsements (if any).
29. Policy Schedule	is the document that sets out the details of your policy.
30. Policyholder or Policy Owner †	is the owner of the policy and is referred to as the proposer in the proposal form. The policy owner need not necessarily be the same person as the life assured.
31. Policy month	is the period from the date of commencement, to the date one day prior to the corresponding date in the following calendar month or similar periods thereafter beginning from the dates in any calendar month corresponding to the date of commencement of policy. If the said corresponding date is not available in a calendar month, then the last day of the calendar month will be considered for this purpose.
32. Policy year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day of the policy anniversary and excludes the next policy anniversary day.
33. Policy Term †	is the period, in years, during which the contractual benefits are payable.
34. Premium frequency †	is the period between two consecutive premium due dates for regular premium policy; the premium frequency can be either Yearly, Half-yearly, Quarterly or Monthly;
35. Premium paying term †	is the period, in years, over which premiums are payable.
36. Revival	is the process of restoring the benefits under the policy which are otherwise not available due to non-payment of premiums on due dates, resulting in the lapsation of the policy.
37. Revival period	is a 2-year period from the due date of first unpaid premium.
38. Rider †	is a cover which can be opted along with the base plan.
39. Rider term †	is the period, in years, during which the contractual rider benefits are payable.
40. Rider sum assured	is the amount payable upon the happening of the event insured under the rider.
41. Single Premium †	is the premium payable at the start of policy with no obligation to pay further premiums.
42. Surrender	is the voluntary termination of the policy before the expiry of the policy term; a surrender value, if any, will be payable, if applicable.
43. Surrender Value	is the amount to be refunded, if any, to the Policyholder upon early and voluntary termination of the Policy.
44. Underwriting	is the process of classification of lives into appropriate homogeneous groups based on the underlying risks. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium is taken.
45. We, Us, Our	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority (IRDAI). The registration number allotted by the IRDAI is 111.
46. You, Your †	is the person named as the policyholder.

2 Abbreviations

Abbreviation	Stands for
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
ATPD	Accidental Total and Permanent Disability
UIN	Unique Identification Number (allotted by IRDAI for this product)
ACI	Accelerated Critical Illness

These abbreviations bear the meanings assigned to them elsewhere in the policy booklet.

3 Effective Sum Assured

We define 'Effective Sum Assured' under various benefit structures as follows:

3.1 Level Term Assurance

3.1.1 Effective Sum Assured on any day is equal to the initial sum assured and would remain same throughout the term.

3.2 Increasing Term Assurance

Effective Sum Assured on any day = Initial Sum Assured $\times (1 + 5\% \times n)$ where, n = number of completed policy years on that date

3.3 Decreasing Term Assurance (Loan Protection)

3.3.1 The Effective sum assured under this option is of diminishing nature and the sum assured goes on decreasing over the term of the policy. Effective Sum Assured on any day will be the 'Effective Sum Assured' as per the 'Effective Sum Assured Table' provided in the Policy Schedule. The table is based on the interest rate on loan and the policy term. The rate of interest on loan, as mentioned in the proposal form, is considered for the purpose of drawing the Effective Sum Assured Table and the Company shall consider this table only for determining the effective sum assured. The actual loan outstanding may be different from the effective sum assured due to various reasons like variations in interest rates, defaults in the payment of Equated Monthly Installments ... etc and the Company shall not consider the actual amount of loan outstanding. The Company shall strictly go by the effective sum assured as on the date of the death of the life assured.

3.4 Decreasing Term Assurance (Family Income Protection)

3.4.1 The effective sum assured under this option is of diminishing nature and the effective sum assured goes on decreasing over the term of the policy

3.4.2 Effective Sum Assured on any day is the discounted present value of Monthly Income Payments for the remaining policy term as on the date of acceptance of death claim, that is, the period from the day after the date of acceptance of death claim to the cover end date.

3.4.3 The discounting would be done as on the date of acceptance of death claim.

3.4.4 We will declare the rate of interest on 1st April every year for calculating the discounted present value and the same will apply during the financial year. The rate will be equal to a 100 basis points mark up on the 10 year benchmark G-Sec rate rounded to the nearest 25 basis points.

4 Base Policy Benefits

4.1 Death Benefit

If the policy is in-force on the date of death, we will pay the benefit on death of the life assured depending on the type of cover chosen, if the claim is accepted :

The amount of death claim payable under different types of cover is given below:

4.1.1 Level Term Assurance

4.1.1.1 If you have not chosen the Option of Accelerated Critical Illness Benefit, we will pay the Effective Sum Assured.

4.1.1.2 If you have chosen the Option of Accelerated Critical Illness Benefit, we will pay the Effective Sum Assured less the amount already paid under the option.

4.1.2 Increasing Term Assurance

4.1.2.1 If you have not chosen the Option of Accelerated Critical Illness Benefit, we will pay the Effective Sum Assured.

4.1.2.2 If you have chosen the Option of Accelerated Critical Illness Benefit, we will pay the Effective Sum Assured less the amount already paid under the option of Accelerated Critical Illness Benefit.

4.1.3 Decreasing Term Assurance (Loan Protection)

4.1.3.1 We will pay the Effective Sum Assured as on the date of death.

4.1.4 Decreasing Term Assurance (Family Income Protection)

4.1.4.1 If your nominee or the legal heir requests for the monthly payments, we will make the monthly income payments for the remaining term of the policy, on the 1st of every calendar month following the date of acceptance of claim till the expiry of the policy term.

- 4.1.4.2 If your nominee or the legal heir opts for a lump sum death benefit, we will pay the effective sum assured which is the discounted present value of monthly income payments for the remaining term of the policy, which will be from the day after the date of acceptance of claim till the cover end date.
- 4.1.4.3 The monthly income payments from the date of death to the date of acceptance will also be paid as a lump sum without any interest on acceptance of claim.
- 4.1.4.4 Monthly Income payments will be equal to the initial sum assured divided by the policy term in months.

4.2 Survival Benefit

4.2.1 There is no survival benefit under your policy.

4.3 Maturity Benefit

4.3.1 There is no maturity benefit under your policy.

4.4 Surrender

4.4.1 You may surrender your policy during the term of the policy after completion of the 1st policy year. Such surrenders will be subject to all of the following:

- 4.4.1.1 If you are paying regular premiums, we will not pay any surrender value.
- 4.4.1.2 If you have paid single premium, we will pay you the surrender value.
- 4.4.1.3 We will not pay any surrender value on the premium paid for Accelerated Critical Illness option.
- 4.4.1.4 We will not pay any death benefit after the payment of surrender value, if any.
- 4.4.1.5 The surrender value payable would be based on the benefit structure and is calculated as

Single Premium × Factor 1 × Factor 2 × Factor 3
 where, the factors will take values according to the following table.

Benefit Structure	Factor 1	Factor 2	Factor 3
Level Term Assurance	75%	Outstanding term / Policy Term	1
Increasing Term Assurance	80%	Outstanding term / Policy Term	Effective SA at time of surrender / Initial Sum Assured
Decreasing Term Assurance (Loan Protection)	75%	Outstanding term / Policy Term	Effective SA at time of surrender / Initial Sum Assured
Decreasing Term Assurance (Family Income Protection)	75%	Outstanding term / Policy Term	(Monthly Income × Outstanding term) / Initial Sum Assured

4.4.1.5.1 The single premium used in the calculation of surrender value will be the premium for the base policy excluding any extra premium, rider premium, if any and taxes.

4.4.1.5.2 Outstanding term will be calculated as:
 Policy Term, in months – Completed months as on the date of receipt of surrender request

4.4.1.6 Your request for surrender of your base policy will also be treated as request for surrender of Accelerated Critical Illness option and riders, if chosen with the base policy.

5 Premiums

- 5.1 You have to pay the premiums on or before the premium due dates or within the grace period.
- 5.2 You have to pay the premiums even if you do not receive renewal premium notice. We are not liable to send you any premium notices, whatsoever.
- 5.3 You have to pay the premium for the option and riders, if any, along with the base premium.
- 5.4 You will be liable to pay all applicable taxes, levies, cesses etc as levied by the Government and other statutory authorities.
- 5.5 If we receive any amount in excess of the required premium, we will refund the excess. We will not pay any interest on this excess amount.

- 5.6 If we receive any amount less than the required premium, we will not adjust the said amount towards premium till you pay the balance of premium. We will not pay any interest on the amount received earlier.
- 5.7 The premium should always be paid in advance for full policy year. However, for your convenience, we may allow you other modes of payment of premium.
- 5.8 Your regular premium for the base policy will reduce after we pay your claim under the Accelerated Critical Illness Benefit option. we shall inform you the revised instalment premium. The amount of reduction in instalment premium will be equal to the instalment premium for the Accelerated Critical Illness option under the Level Term Assurance or Increasing Term Assurance, as the case may be.
- 5.9 If we pay your claim under the Accelerated Critical Illness option or any of your riders, you have to continue to pay the premiums for your remaining benefits, if any.
- 5.10 We shall review the premium for Accelerated Critical Illness Benefit Option every five years.
- 5.11 The premium frequency can be changed only on a policy anniversary by sending a written request at least one month in advance. Change in premium frequency is subject to:
 - 5.11.1 Minimum premium requirement for the requested premium frequency;
 - 5.11.2 Availability of the requested premium frequency on the day of change in premium frequency;
 - 5.11.3 Premium rates applicable for the changed premium frequency will be the same as the premium rates applicable on the date of commencement of policy.

6 Revival

- 6.1 If premiums are not paid within the grace period, your policy lapses. No benefits are then payable under your policy.
- 6.2 If your policy lapses, then the rider(s) attached and the Accelerated Critical Illness option of your policy will also lapse automatically.
- 6.3 You can revive your policy with or without riders, with or without Accelerated Critical Illness option, if any, during its revival period of 2 years from the date of the First Unpaid Premium or before the cover end date whichever is earlier.
- 6.4 You should write to us during the revival period.
- 6.5 You have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra premium based on underwriting.
- 6.6 We may accept or reject your revival request or may allow the revival without the riders / option. We will inform you about the same.
- 6.7 Revival will be subject to underwriting basis of our Board approved underwriting policy.
- 6.8 Your riders or option, if revived, will recommence only from the date of revival of the policy and along with the revival of the base policy, and not in isolation. You cannot revive riders or options only without reviving your base policy.
- 6.9 You have to pay all due premiums, not paid during the revival period, along with interest. The due premiums would include installment premium, premium for the option, premium for riders, if any and any extra premiums intimated to you at the inception of your policy.
- 6.10 The interest rate will be charged at a rate declared by us from time to time.
- 6.11 You cannot revive your policy after the expiry of the revival period or the cover end date whichever is earlier.
- 6.12 Revival shall not be effective unless we accept the revival and intimate you the same in writing.

7 Claims

- 7.1 **Death claim**
- 7.1.1 The policyholder, nominee or the legal heir should intimate the death of the life assured in writing, stating at least the policy number, cause of death and date of death.
- 7.1.2 We will require the following documents to process the claim:
 - Original policy document
 - Original death certificate from municipal / local authorities
 - Claimant's statement and claim forms in prescribed formats
 - Any other documents including post-mortem report, first information report where applicable
- 7.1.3 Claim under the policy may be filed with us within 90 days of date of claim event.
- 7.1.4 However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, We, at our sole discretion, may condone such delay and examine the admissibility or

otherwise of the claim, if such delay is proved to be for reasons beyond the control of the nominee/claimant.

7.1.5 We will pay the claim, if found admissible, to the assignee, if the policy is assigned.

7.1.6 If the policy is not assigned, and

7.1.6.1 you are not the life assured, we will pay you or your legal heir

7.1.6.2 you are the life assured, we will pay

7.1.6.2.1 the nominee, if the nominee is not a minor

7.1.6.2.2 the appointee, if the nominee is a minor

7.1.6.2.3 your legal heir, if nomination is not valid.

7.1.7 We may ask for additional information related to the claim.

7.2 Survival Benefit Claim

7.2.1 You cannot apply for survival benefit claim as there is no survival benefit in your policy.

7.3 Maturity Claim

7.3.1 You cannot apply for maturity claim as there is no maturity benefit in your policy.

7.4 Surrender

7.4.1 We will require the original policy document and discharge form to process the surrender claim.

7.4.2 If the policy is assigned, we will pay the assignee, the surrender value.

7.4.3 If the policy is not assigned, we will pay

7.4.3.1 the surrender value to you

7.4.3.2 we will pay the applicable death claim, if the death claim is found admissible, to your legal heir, in case of death of life assured subsequent to the date of request for surrender but before payment.

8 Termination

8.1 Your policy will terminate on the earliest of the following:

8.1.1 on payment of death benefit

8.1.2 on the date your policy term ends

8.1.3 on payment of surrender value

8.1.4 on your policy being in a lapsed status and after expiry of the revival period. However, death benefit, option benefit, if any, rider benefit will terminate on nonpayment of due premium before the expiry of the grace period.

8.1.5 on the payment of free-look cancellation amount

8.2 Your riders / option will also terminate as soon as the policy terminates.

9 General Terms

9.1 Free-look period

9.1.1 If you have purchased the policy through distance marketing channel, you have 30 days from the date of receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection.

9.1.2 If you have purchased the policy through a channel other than distance marketing, you have 15 days from the date of receipt of this policy document to review its term and conditions. If you are not satisfied, you can return the policy stating the reasons for objections.

9.1.3 We will then refund the premium paid after deducting the stamp duty paid and medical expenses, incurred, if any.

9.1.4 The proportionate risk premium for the period of cover will be deducted.

9.1.5 You cannot revive, reinstate or restore your policy once you have returned your policy.

9.1.6 We will not pay any benefit under your policy after we pay the free-look cancellation amount.

9.2 Suicide exclusion

9.2.1 If the Life Assured, sane or insane, commits suicide, within one year, we will not pay the death benefit.

9.2.2 We will calculate one year from the Date of Commencement of Risk or from the Date of Revival of the Policy, whichever is later.

9.2.3 We will pay 80% of the premiums paid, provided the policy is in force, if death due to suicide occurs within one year from the date of commencement of risk. In case of suicide within one year from the date of revival of the policy, we will pay 80% of the premiums paid till the date of death.

9.2.4 The premium to be considered for the purpose would be the base premium only. Service tax, cess, Critical Illness option premium, rider premium and extra premiums, if any, would not be considered for refund

9.3 Policy loan

9.3.1 Your policy will not be eligible for any loans.

9.4 Nomination

9.4.1 If you are the policyholder and the life insurance cover is on your own life, you may, when affecting the policy or at any time before the policy matures for payment, nominate person or persons to whom the money secured by the policy shall be paid in the event of the death of the life assured.

9.4.2 If the nominee is a minor, you may appoint a person, competent to contract, as an appointee in the manner laid down by us, to receive the money secured by the policy in the event of death of the life assured during the minority of the nominee.

9.4.3 You may cancel or change the existing nomination.

9.4.4 An assignment or transfer of your policy under section 38 of the Insurance Act, 1938, as amended from time to time, shall cancel the nomination except under certain circumstances.

9.4.5 Your nomination should be registered in our records so as to make it binding on us.

9.4.6 For complete details about the nomination, please refer to Section 39 of the Insurance Act, 1938, as amended from time to time.

[For the simplified version of the provisions of Section 38 & Section 39 please refer Annexure – I & II, respectively]

9.5 Assignment

9.5.1 You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time

9.5.2 We may decline to act upon any endorsement or deed of assignment if we have sufficient reasons and we will let you know in writing the reasons for such refusal.

9.5.3 You may refer a claim to the Insurance Regulatory and Development Authority of India within 30 days of receipt of our communication intimating you about our declining to act upon the transfer or assignment of your policy.

9.5.4 You may assign your policy wholly or in part.

9.5.5 You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.

9.5.6 The assignment or reassignment of your policy should be registered with us so as to make it binding on us.

9.5.7 For complete details about the Assignment or transfer of the policy, please refer to Section 38 of the Insurance Act, 1938, as amended from time to time.

[For the simplified version of the provisions of Section 38 please refer Annexure – I]

9.6 Non-disclosure

9.6.1 We have issued your policy based on your statements in your proposal form, personal statement, medical reports and any other documents that are submitted to us.

9.6.2 If we find that any of this information is inaccurate or false or you have withheld any material information, we shall declare your policy null and void but subject to Section 45 of the Insurance Act, 1938, as amended from time to time.

9.6.3 We will not pay any benefits and the policy shall be cancelled immediately by paying the surrender value, if any.

9.6.4 If we repudiate death claim, we may pay your Surrender Value to the Nominee / legal heir.

[For the simplified version of the provisions of Section 45 please refer Annexure – III]

9.7 Grace period

9.7.1 You can pay your premiums within a grace period of 30 days from the due dates for premium frequencies of yearly, half-yearly and quarterly.

9.7.2 You have a grace period of 15 days for monthly frequency.

9.7.3 The above grace period applies to option, riders and base policy.

9.7.4 Your policy will be treated as in-force during the grace period. However, in case of death of the insured during the grace period and if the claim is found admissible, the outstanding premium shall be recovered from the claim amount.

9.7.5 If you do not pay your due premiums before the end of grace period, your policy lapses.

9.7.6 If your policy lapses, then the riders and option of your policy will also lapse automatically.

9.8 Misstatement of age

9.8.1 If we find that the correct age of the life assured is different from that mentioned in the proposal form, we will check life assured's eligibility for the basic life cover, option and riders, if any, as on the date of commencement.

9.8.2 For Base Policy, Option and Riders

9.8.2.1 If eligible,

9.8.2.1.1 If the correct age is found to be higher, you have to pay the difference in premiums along with interest.

9.8.2.1.2 We will terminate your policy by paying surrender value, if any, if you do not pay the difference in premiums and applicable interest.

9.8.2.1.3 If the correct age is found to be lower, we will refund the difference in premiums without any interest.

9.8.2.2 If not eligible,

9.8.2.2.1 We will terminate your policy.

9.8.2.2.2 We will pay you the surrender value, if any, subject to recovery of difference in premium, along with interest.

9.9 Participation in profits

Your policy does not participate in our profits.

9.10 Taxation

9.10.1 You are liable to pay the Service Tax/Cess/GST and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on basic premium, rider premium and/or other charges (if any) as per the product feature.

9.10.2 You are eligible for Income Tax benefits/exemptions as per the applicable income tax laws in India, which are subject to change from time to time. You may visit our website for further details: http://www.sbilife.co.in/sbilife/content/21_3672#5. Please consult your tax advisor for details

9.11 Date formats

Unless otherwise stated, all dates described and used in the policy schedule are in dd/mm/yyyy formats.

9.12 Electronic transactions

We shall accept premiums and pay benefits through any approved modes including electronic transfers.

9.13 Communications

9.13.1 We will communicate to you in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.

9.13.2 We will send correspondence to the mailing address you have provided in the proposal form or to the changed address.

9.13.3 You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.

9.13.4 Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre at the address below :

SBI Life Insurance Company Limited,
Central Processing Centre,
Kapas Bhawan, Sector – 10,
CBD Belapur,
Navi Mumbai – 400 614.
Telephone No.: + 91 - 22 - 6645 6241
FAX No.: + 91 - 22- 6645 6655
E-mail: info@sbilife.co.in

9.13.5 It is important that you keep us informed of your change in address and any other communication details.

10 Complaints

10.1 Grievance redressal procedure

10.1.1 If you have any query, complaint or grievance, you may approach any of our offices.

10.1.2 You can also call us on our toll-free number: 1800 22 9090 (9a.m. to 9p.m.).

10.1.3 If you are not satisfied with our decision or have not received any response within 10 working days, you may write to us at:

Head – Client Relationship,
SBI Life Insurance Company Limited
Central Processing Centre,
Kapas Bhawan, Sector – 10,
CBD Belapur,
Navi Mumbai – 400 614.
Telephone No: +91- 22 – 6645 6241
Fax: +91 - 22 – 6645 6655

Email Id: info@sbilife.co.in

- 10.1.4** In case you are not satisfied with our decision, and the issue pertains to provision 12 (1) of the Redressal of Public Grievances Rules, 1998, you may approach the Insurance Ombudsman. You can lodge the complaint with the Ombudsman as per provision 13 of the said rules. The relevant provisions have been mentioned in the section 'Relevant Statutes'.
- 10.1.5** In case the complaint is not fully attended by us within 15 days of lodging the complaint through our Grievance Redressal Mechanism; you may escalate the complaint to IRDAI through the Integrated Grievance Management System (IGMS) website: <http://www.igms.irda.gov.in> or contact IRDAI Grievance Call Centre on toll-free number : 155255/ 1800 4254 732
- 10.1.6** The addresses of the Insurance Ombudsman and the Redressal of Public Grievances Rules, 1998, are, available on the website of IRDAI, <http://www.irda.gov.in> and in our website <http://www.sbilife.co.in>. The address of the ombudsman at Mumbai is:
Office of the Insurance Ombudsman (Maharashtra and Goa)
3rd Floor, Jeevan Seva Annexe,
S.V. Road, Santa Cruz (W),
Mumbai – 400 054.
Telephone No.: +91 – 22 – 2610 6928
Fax No. : +91 – 22 – 2610 6052
E-mail: ombudsmanmumbai@gmail.com
- 10.1.7** We have also enclosed a list of addresses of insurance ombudsmen.

11 Relevant Statutes

11.1 Governing laws and jurisdiction

11.1.1 This is subject to prevailing Indian Laws. Any dispute that may arise in connection with this shall be subject to the jurisdiction of the competent Courts of Mumbai.

11.2 Section 41 of the Insurance Act 1938, as amended from time to time

11.2.1 (1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take 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 of the 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 insurer: **Provided** that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a *bona fide* insurance agent employed by the insurer.

(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.

11.3 Section 45 of the Insurance Act 1938, as amended from time to time

[For the simplified version of the provisions of Section 45 please refer Annexure – III.]

11.4 Provision 12 (1) of Redressal of Public Grievances Rules, 1998

The Ombudsman may receive and consider

- (a) Complaints under Rule 13
- (b) Any partial or total repudiation of claims by an insurer
- (c) Any dispute in regard to premium paid or payable in terms of the policy
- (d) Any dispute on the legal construction of the policy, insofar as such disputes relate to claims
- (e) Delay in settlement of claims
- (f) Non-issue of any insurance document to customers after receipt of premium

11.4.1 Provision 13 of Redressal of Public Grievances Rules, 1998

- (1) any person who has a grievance against an insurer, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complained against is located.
- (2) the complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.
- (3) no complaint to the Ombudsman shall lie unless –

- (a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer.
- (b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant, and
- (c) the complaint is not on the same subject matter, for which any proceedings before any Court, or Consumer Forum or Arbitrator is pending or were so earlier

*****End of Policy Booklet*****

Option Document

This is your option document containing the various terms and conditions governing the option benefit.

12 Accelerated Critical Illness Option Benefit

12.1 General Conditions

12.1.1 The terms and conditions specified in the option document of Accelerated Critical Illness (ACI) benefit will apply only if your policy schedule shows that we have offered this option to you.

12.1.2 This option is available under the Level Term Assurance and Increasing Term Assurance benefit structures.

12.1.3 We will cover the following critical illnesses:

- Cancer of Specified Severity
- Open Chest CABG (Coronary Artery Bypass Surgery)
- First Heart Attack – of Specified Severity
- Open Heart Replacement or Repair of Heart Valves
- Kidney Failure Requiring Regular Dialysis
- Major Burns
- Major Organ / Bone Marrow Transplant
- Permanent Paralysis of Limbs
- Stroke Resulting in Permanent Symptoms
- Surgery of Aorta
- Coma of Specified Severity
- Motor Neurone Disease with Permanent Symptoms
- Multiple Sclerosis with Persisting Symptoms

12.1.4 We will pay the option sum assured on the diagnosis of critical illness of the life assured during the option term subject to all of the following:

12.1.4.1 Your policy as well as the option is in-force.

12.1.4.2 The total sum assured under this option under all your individual policies put together should not exceed Rs. 30,00,000. If exceeds this limit, the claims, if found admissible, shall be limited to Rs.30 lakhs only under all your policies.

12.1.4.3 The critical illness should be as defined in this option document and should be proved to our satisfaction.

12.1.5 You may discontinue your option alone during the option term. You should inform us in writing.

12.1.6 The following provisions contained in the policy booklet will also apply for this option:

- Grace period
- Revival
- Misstatement of age
- Complaints
- Relevant statutes

12.2 Definitions of Critical Illnesses

12.2.1 Cancer of Specified Severity:

12.2.1.1 A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

12.2.1.2 The following are excluded:

- 12.2.1.2.1** Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3;
- 12.2.1.2.2** Any skin cancer other than invasive malignant melanoma;
- 12.2.1.2.3** All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.....
- 12.2.1.2.4** Papillary micro-carcinoma of the thyroid less than 1 cm in diameter;
- 12.2.1.2.5** Chronic lymphocytic leukaemia less than RAI stage 3
- 12.2.1.2.6** Microcarcinoma of the bladder
- 12.2.1.2.7** All tumours in the presence of HIV infection.

12.2.2 Open Chest CABG (Coronary Artery Bypass Surgery)

12.2.2.1 The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

12.2.2.2 The following are excluded:

12.2.2.2.1 Angioplasty and/or any other intra-arterial procedures

12.2.2.2.2 Any key-hole or laser surgery.

12.2.3 First Heart Attack – of Specified Severity

12.2.3.1 The first occurrence of myocardial infarction which means death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

12.2.3.1.1 A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)

12.2.3.1.2 New characteristics electrocardiogram changes

12.2.3.1.3 Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

12.2.3.2 The following are excluded:

12.2.3.2.1 Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T

12.2.3.2.2 Other acute Coronary Syndromes

12.2.3.2.3 Any type of angina pectoris

12.2.4 Open Heart Replacement or Repair of Heart Valves:

12.2.4.1 The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

12.2.5 Kidney Failure Requiring Regular Dialysis:

12.2.5.1 End-stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

12.2.6 Major Burns:

12.2.6.1 Third degree (full thickness of the skin) burns covering at least 20% of the surface of the life assured's body.

12.2.6.2 The condition should be confirmed by a consultant physician acceptable to us.

12.2.7 Major Organ / Bone Marrow Transplant:

12.2.7.1 The actual undergoing of a transplant of:

12.2.7.1.1 One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

12.2.7.1.2 Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

12.2.7.2 The following are excluded

12.2.7.2.1 Other stem-cell transplants

12.2.7.2.2 Where only islets of langerhans are transplanted

12.2.8 Permanent Paralysis of Limbs:

12.2.8.1 Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

12.2.9 Stroke Resulting in Permanent Symptoms:

12.2.9.1 Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

12.2.9.2 The following are excluded:

- 12.2.9.2.1 Transient ischemic attacks (TIA)
- 12.2.9.2.2 Traumatic injury of the brain
- 12.2.9.2.3 Vascular disease affecting only the eye or optic nerve or vestibular functions.

12.2.10 Surgery of aorta:

- 12.2.10.1 The actual undergoing of surgery (including key-hole type) for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.
- 12.2.10.2 The term "aorta" means the thoracic and abdominal aorta but not its branches. Stent-grafting is not covered.

12.2.11 Coma of specified severity:

- 12.2.11.1 A state of unconsciousness with no reaction or response to external stimuli or internal needs.
- 12.2.11.2 This diagnosis must be supported by evidence of all of the following:
 - 12.2.11.2.1 No response to external stimuli continuously for at least 96 hours;
 - 12.2.11.2.2 Life support measures are necessary to sustain life; and
 - 12.2.11.2.3 Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- 12.2.11.3 The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

12.2.12 Motor Neurone Disease with Permanent Symptoms:

- 12.2.12.1 Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

12.2.13 Multiple Sclerosis with persisting Symptoms:

- 12.2.13.1 The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
 - 12.2.13.1.1 Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
 - 12.2.13.1.2 There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
 - 12.2.13.1.3 Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.
- 12.2.13.2 Other causes of neurological damage such as SLE and HIV are excluded

12.3 Exclusions

The life assured will not be entitled to any benefits under this option, if a covered critical illness results directly or indirectly from any one of the following:

- 12.3.1 Diseases in the presence of an HIV infection;
- 12.3.2 Diseases that have previously occurred in the life insured (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by us or another insurer); in other words, no payment will be made by us for any claim directly or indirectly caused by, based on, arising out of, or howsoever, to any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy;
- 12.3.3 Any disease occurring within 90 days (i.e. during the waiting period) from the date of commencement of risk or from the date of last revival;
- 12.3.4 Date of occurrence of critical illness will be reckoned for the above purpose and for the purpose of evaluating waiting period as the date of diagnosis of the illness/ condition. It will be the date on which the medical examiner first examines the life assured and certifies the diagnosis of any of the illness/ conditions.
- 12.3.5 Any congenital condition.
- 12.3.6 Intentional self-inflicted injury, attempted suicide, while sane or insane.
- 12.3.7 Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- 12.3.8 Failure to seek or follow medical advice.
- 12.3.9 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- 12.3.10 Taking part in any naval, military or air force operation during peace time.

- 12.3.11 Participation by the insured person in any flying activity, except as a bona fide, farepaying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 12.3.12 Participation by the insured person in a criminal or unlawful act.
- 12.3.13 Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping.
- 12.3.14 Nuclear Contamination; the radio active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

12.4 Renewability

- 12.4.1 We guarantee that we will renew this option at the end of the option term, without underwriting.
- 12.4.2 The premium rates and terms for the option will be those prevalent at the time of renewal and will apply to your attained age at that time.
- 12.4.3 The change in premium, terms and conditions on renewal will apply from the 5th policy anniversary or from every five years thereafter or the residual option term.
- 12.4.4 We will give a notice of 90 days prior to such renewal.

12.5 Claim

- 12.5.1 We will pay the claim to you, assignee, nominee, appointee or legal heir, as applicable.
- 12.5.2 You can claim only once under this option.
- 12.5.3 We will require hospital records including the admission report, discharge summary and reports of various medical tests. We may ask you to submit additional information related to the claim.
- 12.5.4 We will nominate a Doctor to examine the life assured.
- 12.5.5 We will not pay claim under this option if the illness is diagnosed or any claim arises within the first 90 days from the date of commencement of risk or from the date of revival of option.

12.6 Termination

- 12.6.1 Your benefit under the option will terminate on the earliest of the following:
 - 12.6.1.1 on payment of ACI benefit
 - 12.6.1.2 the date on which your policy terminates
 - 12.6.1.3 on the date your option term ends, if you do not renew the option
 - 12.6.1.4 at the end of the revival period, if you have not revived your option

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Annexure I

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.

02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.

03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.

04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.

05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.

06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.

07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.

08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.

09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.

10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.

11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except

a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR

b. where the transfer or assignment is made upon condition that

i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification for complete and accurate details.]

Annexure II

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.

02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.

03. Nomination can be made at any time before the maturity of the policy.

04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.

05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.

10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.

11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).

13. Where the policyholder whose life is insured nominates his

- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification for complete and accurate details.]

Annexure III

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / 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 mis-statement of or

suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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