	Part A				
WELCOME LETTER					
	Date: < <dd mm="" yyyy="">></dd>				
To,					
<<>>>	Customer No.: <<>>				
<<>>>	Policy No.: <<>>				
<<>>>					
<<>>>	Product Name: SBI Life – eShield Insta				
<<>>					
Contact Details: <<>>	UIN: 111N141V01				

Dear <<>>

We welcome You to the SBI Life family and thank You for Your trust in Our products.

Joining SBI Life family will give You access to the best customer service and to a wide range of products which cater to most of Your Life Insurance needs.

Free Look Option

If You disagree with any of the terms and conditions of this Policy or otherwise, You have an option to cancel the Policy by sending a written request to Us, stating the reasons for Your objection within 30 days from the date of receipt of the Policy Document. Upon Your request and if no claim has been made under Policy, We will then refund the Premium paid after deducting proportionate risk Premium for the period of cover, the stamp duty paid and medical expenses, incurred if any and applicable tax and/or any other statutory levies/ duty/ surcharges.

Your request for cancellation of this Policy under the Free Look option must reach Us within a period of 30 days from the receipt of the Policy Document.

Please note that You have opted for a <<**Regular >> Premium payment insurance Policy. Your Premium due dates are:** <<dd/mm of every year <<dd of each month >>during Premium Payment Term

1. For any information/ clarification, please contact: Your local SBI Life service branch: <<<SBI Life branch address>>>

- 2. Your Sourcing Bank/Branch is <<Sourcing Bank/Branch>>
- 3. In case You have any complaint/grievance You may contact the following official for resolution:
 - <<Regional Director's address >>

4. We enclose the following documents:

- 4.1 Policy Document including Customer Information Sheet.
- 4.2First Premium Receipt.
- 4.3Copy of proposal form signed by You.
- 4.4 Need Analysis Summary
- 4.5 Consent & Benefit Illustration
- 4.6 Medical Reports (if applicable)

5. In case of any clarification/discrepancy, Call Us toll free on Our customer service helpline 18002679090 (Customer Service Timing:24*7) or email Us at <u>info@sbilife.co.in</u> or You may also visit Us at www.sbilife.co.in

6. Register on Our customer self-service portal, **SBI Life Smart Care**, https://smartcare.sbilife.co.in to avail various online services available.

- 7. All Your servicing requests should be submitted to Your local SBI Life service branch as mentioned above or nearest SBI Life branch only.
- 8. Please note that the digitally signed copy of Your Policy Document is available on Our website www.sbilife.co.in. This can be viewed in a secure manner through one-time password. Please visit Our website for details.

We always look forward to be Your preferred Life Insurance Company for all Your Life Insurance needs.

Yours truly,

<signature>

<<(Name of Signatory)>> <<(Designation of Signatory)>>

Note: The translated version of this letter in the regional language is printed overleaf for Your convenience. However, should there be any inadvertent ambiguity or conflict between these two versions, the English version shall prevail.





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CUSTOMER INFORMATION SHEET / KNOW YOUR POLICY

This document provides key information about Your Policy. You are also advised to go through Your Policy Document

Sl. No.	Title	Description in Simple Words (<i>Please refer to applicable Policy Clause Number in next column</i>)	Policy Clause Number
1.	Name of the Insurance Product and Unique Identification Number (UIN)	Asurance Product nd Unique SBI Life – eShield Insta (UIN:111N141V01) lentification	
2.	Policy Number	<< as allotted by system >>	Policy Schedule, 1
3.	Type of Insurance Policy	SBI Life – eShield Insta is an Individual, Non - Linked, Non- Participating, Life Insurance, Pure Risk / Savings Product with Return of Premium	Cover Page
4.	 Plan Option Chosen: <<as allotted="" by="" system="">></as> Instalment Premium: << as allotted by system >> Mode of Premium Payment: << as allotted by system >> Sum Assured: << as allotted by system >> Sum Assured on Maturity: Plan A: Pure Term Insurance - Nil Plan B: Term Insurance with Return of Premi 100% of Total Premiums Paid[^] Premium Payment Term: << as allotted by system >> Policy Term: << as allotted by system >> Total Premiums Paid means total of all the Premiums Paid und base product, excluding any extra Premium and taxes, if coll explicitly. 		Policy Schedule
5.	Policy Coverage/Benefits Payable	Maturity Benefit: Plan A: Pure Term Insurance - There is no maturity benefit under this option. Plan B: Term Insurance with Return of Premium – In case the life assured survives till the end of Policy Term and the Policy is In-Force, then 100% of Total Premiums Paid will be payable. Death Benefit: Death Benefit for In-Force Policies: In case of death of Life Assured during the Policy Term and provided Policy is In-Force, Sum Assured on Death will be payable as lump sum which is Higher of 11 times the Annualized Premium*, or Sum Assured, or 105% of the Total Premiums Paid^ up to the date of death *Annualized Premium is the Premium amount payable in a year	Part C Clause II – 4 Part C Clause II – 2
		*Annualized Premium is the Premium amount payable in a year excluding taxes, rider Premiums, underwriting extra Premiums and loadings for modal Premiums.	

		Surrender Benefits:	Part C
			Clause II – 7.2
		Plan A: Pure Term Insurance - No surrender benefit is available under this option.	
		Plan B: Term Insurance with Return of Premium - The Policy will acquire Surrender Value only after completion of first Policy year, provided at least one full Policy year Premium has been paid. On Surrender, Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV), whichever is higher, will be payable as Surrender Value.	
6.	Exclusions (events where insurance coverage is not payable), if any.	Suicide Exclusion: In case of death due to suicide within 12 months from the date of commencement of risk under the Policy or from the date of Revival of the Policy, as applicable, the Nominee or beneficiary of the Policyholder shall be entitled to 80% of the Premium paid or the higher of 80% of the Total Premiums paid till the date of death or the Surrender Value available as on the date of death, provided the Policy is In-Force.	Part C Clause II – 12
7.	Grace Period	30 days from the due date for the payment of premium for yearly and half-yearly mode and 15 days for monthly mode.	Part C Clause II – 5
8.	Free Look Period	30 days.	Part C Clause IV – 1
9.	Lapse, Paid-Up and Revival of the	have been paid for at least one full Policy year and thereafter not paid,	Clause II – 6 Part C Clause II – 7.1
	Policy	the Policy will acquire a Paid-Up status. <u>Revival</u>: Revival is the process of restoration of a Policy, which was discontinued due to the non-payment of Premium, by the Company with all the benefits mentioned in the Policy Document, with or without rider benefits if any, upon the receipt of all the Premiums due and other charges or late fee if any, during the Revival Period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved underwriting Policy/ies.	Part C Clause II – 8
10.	Policy Loan, if applicable	Plan A: Pure Term Insurance - No Policy Loan is available under	Part C Clause II – 9

		Surrender Value acquired as on the date of availing the Policy Loan,	
		during the Policy Term.	
11.	Claims/Claims Procedure	 Turn Around Time (TAT) for claims settlement and brief procedure: https://www.sbilife.co.in/en/services->Download 'Turn Around Times' pdf Helpline/Call Centre Number: Toll free no.: 1800 267 9090 (Customer Service Timing:24X7). Our Contact details : SBI Life Insurance Company Limited Central Processing Centre 7th Level (D Wing) & 8th Level, Seawoods Grand Central, Tower 2, Plot No R-1, Sector - 40, Seawoods, Nerul Node, Navi Mumbai - 400706 Telephone No. 022-6645 6000 Email : claims@sbilife.co.in Link for downloading claim form and list of documents required including bank account details. https://www.sbilife.co.in/en/services/download-center/claim-forms 	Part C Clause III
12.	Policy Servicing	 Turn Around Time (TAT): https://www.sbilife.co.in/en/services->Download 'Turn Around Times' pdf Helpline/Call Centre Number: Toll free no.: 1800 267 9090 (Customer Service Timing:24X7). Our Contact Details: For any information/ clarification, please contact: Your local SBI Life service branch: <<sbi address="" branch="" life="">></sbi> Link for downloading applicable forms and list of documents required including bank account details. Various forms are available on SBI Life Website: https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms 	Part C Clause II – 11
13.	Grievances /Complaints	 Contact details of Grievance Redressal Officer: SBI Life Insurance Company Limited Central Processing Centre 7th Level (D Wing) & 8th Level, Seawoods Grand Central, Tower 2, Plot No R-1, Sector - 40, Seawoods, Nerul Node, Navi Mumbai - 400706 Telephone No. 022-6645 6200 Email - coosoffice@sbilife.co.in Link for registering the grievance with Our portal: https://www.sbilife.co.in/en/grievances Contact details of Ombudsman: https://cioins.co.in/ombudsman 	Part C Clause V

Declaration by the Policyholder

I have received the above and I have read and confirm having noted the details.

Place:

Date: (Signature of the Policyholder)

Note:

- i. Product related documents including the Customer Information sheet are available on the website of the insurer <u>www.sbilife.co.in</u>.
- ii. In case of any conflict, the terms and conditions mentioned in the Policy Document shall prevail.



POLICY DOCUMENT

SBI LIFE – ESHIELD INSTA UIN: 111N141V01 (An Individual, Non-Linked, Non-Participating, Life Insurance, Pure Risk /Savings product with Return of Premium)

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

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

> Website: <u>www.sbilife.co.in</u> | Email: <u>info@sbilife.co.in</u> | CIN: L99999MH2000PLC129113 Toll Free: 1800 267 9090 (Customer Service Timing: 24X7)

Policy Document Form No: 740

Page 10 of 41

Policy Number

Policy Preamble

SBI Life – eShield Insta is an Individual, Non- Linked, Non-Participating, Life Insurance, Pure Risk / Savings Product with Return of Premium, as per the option exercised by You and Your Policy shall not have a share in Our profits or surplus.

The information and documentation You have given Us through Your Proposal form, Your personal statement together with any reports or other documents and declarations given in respect of this Policy shall form part of and the basis of this contract of Insurance with Us. Your Policy Document, is the evidence of the insurance contract entered into with Us. You should read these documents carefully to make sure that You are satisfied with the Policy terms and conditions. Please keep these documents in a safe place.

If You require further information, please contact Us or Sourcing Bank/Branch, as mentioned below.

<<Sourcing Bank / Branch>>

	Policy Schedule
tification	
Policy Number	<< as allotted by system >>
Proposal No.	<< from the proposal form >>
Proposal Date	< <dd mm="" yyyy="">></dd>
Customer ID	< <as allotted="" by="" system="">></as>
	Policy Number Proposal No. Proposal Date

Pers	onal information					
5.	Name of the Life Assured	<< Title / First Name / Surname of the life assured >>				
6.	Name of Proposer / Policyholder	<< Title / First Name / Surnam	<< Title / First Name / Surname of the policyholder >>			
7.	Data of Disth	Life Assured	Policyholder			
7.	Date of Birth	< <dd mm="" yyyy="">></dd>	< <dd mm="" yyyy="">></dd>			
8.	Age at Entry	Life Assured	Policyholder			
9.	Gender	Life Assured << Male / Female / Transgender>>	Policyholder << Male / Female / Transgender>>			
10.	Mailing Address	<< Address for communication	n >>			
	Telephone Number with STD Code of the Policyholder					
12.	Mobile Number of the Policyholder					
13.	E-Mail ID of the Policyholder	<< E-Mail ID >>				
		1				

14. Nomination :							
Name of Nominee 1:	Relationship with the Life Assured	Gender	Age	% Share			
<< >>>	<< >>	<< >>	<< >>Years	<< >>%			

Name of Nominee 2:	Relationship with the Life Assured	Gender	Age	% Share
<< >>	<< >>	<< >>>	<< >>Years	<< >>%

15. Appointee :

Name of Appointee:	Relationship with Nominee	Gender:	Age:	<< >> Years
<< >>	<< >>	<< >>		<< >>

Impo	Important dates					
16.	Date of Commencement of Policy	< <dd mm="" yyyy="">></dd>				
17.	Date of Commencement of Risk	< <dd mm="" yyyy="">></dd>				
18.	Policy Anniversary Date	< <dd mm="">></dd>				
19.	Premium Due Date	< <dd mm="">></dd>				

Policy information				
20. Plan Option	<< Plan A :Pure Term Insurance / Plan B:Term Insurance with Return of Premium>>			
21. Sum Assured (\bar{x})	<< >>			
22. Policy Term (years)				
23. Premium Frequency	<< Annual / Monthly >>			
24. Premium Payment Term (years)				
25. Annualized Premium (₹)				
26. Customer Information Sheet Reference Number				

Policy						
Benefit	Sum Assured (र)	Policy Term (Years)	Premium Payment Term (Years)	Installment Premium (₹) < <this cell="" give<br="" would="">premium net of staff discount, if any>></this>	Due Date of Last Premium	Date of Maturity/ Date of expiry of term
Policy	<<>>>	~~	<<>>>	~<>>	< <dd mm="" y<br="">yyy>></dd>	< <dd mm="" y<br="">yyy>></dd>
Total Installment Premium (₹) (excluding applicable Taxes)				<<>>>		
Applicable Taxes(र)			<<>	>> in the first year		

Total Installment Premium, including applicable Taxes	<<>> in the first year
Applicable rate of	First Year <<%>>
Tax**	Second Year << % >>

** includes Applicable Taxes and/ or any other Statutory levy/ duty/ surcharge, as notified by the Central and/or State Government/ Union Territories of India from time to time as per the provisions of the prevalent tax laws.

<< To be printed wherever applicable >>

Applicable clauses	

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

Authorised Si	gnatory
Name	
Designation	
Date	Place

Stamp Duty of Rs. << amount >> is paid as provided under Article 47(D) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No.(<<Receipt No>> Validity Period Dt. <<dd/mm/yyyy>> To Dt.<dd/mm/yyyy>> (O/w. No.<<Order No>>.)/Date : <<dd/mm/yyyy>>). GRN No. <<GRN No.>>, Date : <<dd/mm/yyyy>>, State Bank of India, Deface No. <<Deface No.>> Deface Date : <<dd/mm/yyyy>>.

<< Digital Signature >>

(Signature) Proper Officer

We request You to read this Policy Schedule along with the Policy Document. If You find any errors, please return Your Policy Document for effecting corrections.

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Part B

This is Your Policy Document containing the various terms and conditions governing Your Policy. This Policy Document should be read in conjunction with the Policy Schedule and other related documents of Your Policy.

1. Definitions

These definitions apply throughout Your Policy Document.

Expressions	Meanings	
1. Age	is the age at last birthday; i.e., the age in completed years.	
2. Age at Entry	is the age at last birthday on the date of commencement of Your Policy.	
3. Annualized Premium	Shall be the premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loading for modal premiums.	
4. Appointee	is the person named in the Policy Schedule who will receive the Death Benefit under the Policy on behalf of the Nominee if the Death Benefit becomes payable when the Nominee is a Minor.	
5. 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, as amended from time to time.	
6. Basis Point	Is a standard measure for interest rates representing one-one hundredth of one percent i.e. One basis point is equal to 1/100th of 1%, or 0.01%, or 0.0001 or it can also be said that 1% is equal to 100 basis points (bps).	
7. Birthday	is the conventional Birthday and/or the official date of birth. If it is on 29th February, it will be considered as falling on the last day of February.	
8. Date of Commencement of Policy	is the start date of the Policy as stated in the Policy Schedule.	
9. Date of Commencement of Risk	is the date stated in the Policy Schedule from which the Insurance Cover under the Policy commences.	
10. Date of Maturity of Policy	is the date specified in the Policy Schedule on which the term of the Policy expires and Maturity Benefit, if any in an In-force Policy, is paid to the Policyholder.	
11. Date of Revival	is the date on which a Policy in Lapsed or Paid-Up status is restored/revived to In-Force status per the Policy terms.	
12. Date of Surrender	is the date on which we receive a communication from You requesting for Surrender of the Policy with all the necessary requirements. In case the requirements are not received in full, the date of Surrender will be the date on which the last requirement for Surrender of Policy is received.	
13. Death Benefit	means the benefit which is payable on death of the Life Assured as stated in the Policy Document.	
14. Endorsement	a change in any of the terms and conditions of Your Policy, agreed to or issued by Us, in writing.	
15. Financial Year	is the period commencing from 1st April to the following 31st March or such other period as may be notified by the Government/Competent Authority.	
16. Free- Look Period	is the period during which the Policyholder has the option to return the Policy and cancel the contract, if he/she is not satisfied with the terms and conditions of the Policy.	

Expressions		Meanings
17.	Grace Period	means the time granted by the insurer from the due date of payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the policy. The grace period for payment of the premium for all types of life insurance policies shall be 15 days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases.
18.	Guaranteed Surrender Value	is the guaranteed amount to be paid in case of Surrender of the Policy.
19.	In-Force	is the status of the Policy when all the due Premiums have been paid upto date.
20. /Premi	Installment Premium	is the contractual amount specified in the Policy Schedule which is payable by You on each Premium Due Date in order to keep the Insurance Cover In Force under the provisions of Your Policy.
21.	Insurance Cover	means coverage for insured event. On occurrence of the insured event, the applicable contingent benefits are payable to the Policyholder or Nominee or Assignee or Legal Heir, as the case may be, and the Insurance Cover will cease thereafter.
22.	Lapse	 For Plan A- Is the status of the Policy if due Premiums have not been paid within the Grace Period For Plan B- Is the status of the Policy wherein the Policy has not acquired Surrender Value and the due Premiums have not been paid for at least the first Policy year in full, as required under the Policy, thereby rendering the Policy unenforceable. No benefits are payable once the Policy is in Lapse status.
23.	Legal Heir	means the person(s) legally eligible to receive the Insurance benefits under the provisions of the Policy.
24.	Life Assured	is the person named in the Policy Schedule on whose life, this Policy has been issued by Us.
25.	Maturity Benefit	means Sum Assured on Maturity payable on maturity in accordance with the terms and conditions of the Policy. Maturity Benefit is not applicable for Plan A
26.	Minor	is a person who has not completed 18 years of Age.
27.	Nominee	is the person named in the Policy Schedule who is entitled to receive the Death Benefit under the Policy.
28.	Non-Participating Products	means products where Policies are not entitled for any share in surplus (profits) during the Term of the Policy.
29.	Our, Us, We, Company	SBI Life Insurance Company Limited or its successors and/or assigns.
30.	Paid-Up	is the status of the Policy if Premium has been paid for at least one full Policy year and subsequent Premiums are not paid. Paid-Up benefits are not applicable for Plan A
31. Death	Paid-Up Sum Assured on	is Sum Assured on Death multiplied by (Total Period for which Premiums have already been paid divided by Maximum Period for which Premiums were originally payable)
32. Maturi	Paid-Up Sum Assured on ity	is Maturity Benefit (100% of total premiums originally payable under the Policy, excluding any extra Premium and taxes) multiplied by (Total Period for which Premiums have already been paid divided by Maximum Period for which Premiums were originally payable).

Expressions		Meanings	
33.	Policy Anniversary	is the same date each year during the Policy Term as the date of Commencement of the Policy	
		If the date of Commencement is on 29th of February, the Policy Anniversary will be the last date of February.	
34.	Policy Document	means the contract of Insurance entered into between You and Us and includes the proposal form and all accompanying information and documentation submitted by the Policyholder, Policy Schedule, Endorsements and rider documents (if any) issued by Us.	
35.	Policyholder	is the person named in the Policy Schedule who has entered into this Policy contract with Us. The Policyholder need not necessarily be the same person as the Life Assured.	
36.	Policy Schedule	is the Schedule attached to the Policy Document.	
37.	Policy Term	is the period commencing with the Date of Commencement of the Policy and terminating with the Date of Maturity of the Policy.	
38.	Policy Year	is the period between two consecutive Policy Anniversaries; by convention, this period includes the first day and excludes the next Policy Anniversary day.	
39.	Premium	is the Installment Premium payable over the Premium Payment Term at the chosen Premium Frequency.	
40.	Premium Due Date	is the date specified in the Policy Schedule on which the Premium becomes due. 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.	
41.	Premium Frequency	is the period between two consecutive Premium due dates; the Premium frequency will be Yearly or Monthly.	
42. Term	Premium Payment (PPT)	is the period in years specified in the Policy Schedule during which Premiums are payable.	
43.	Revival of a Policy/ Revival	means restoration of the Policy, which was discontinued due to the non- payment of Premium, by the Company with all the benefits mentioned in the Policy Document, with or without rider benefits if any, upon the receipt of all the Premiums due and other charges or late fee if any, during the Revival Period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved underwriting policy/ies.	
44.	Revival Period	means the period of five consecutive complete years from the due date of first unpaid Premium.	
45.	Sum Assured	is the amount of Insurance Cover chosen by the Policyholder at the time of the inception of Policy	
46.	Sum Assured on Death	means an absolute amount of benefit which is guaranteed to become payable on death of the Life Assured in accordance with the terms and conditions of the Policy.	
47.	Sum Assured on Maturity	means an absolute amount of benefit which is guaranteed to become payable at the end of the Policy term i.e. on Maturity of the Policy in accordance with the terms and conditions of the Policy.	
48.	Surrender	means complete withdrawal or termination of the entire Policy contract by You.	
49.	Surrender Value	means an amount, if any, that becomes payable on Surrender of a Policy during its term, in accordance with the terms and conditions of the Policy.	

Expressions		Meanings
50	Total Premiums Paid	means total of all the Premiums paid under the base product, excluding any extra
50. Total Premiums Paid	Total Premiums Paid	Premium and taxes, if collected explicitly
51. You, Your		is the person named as the Policyholder.

The above definitions are provided only for the purpose of proper comprehension of the terms & phrases used in the Policy Document. The actual benefits under the Policy are payable strictly as per the terms and conditions of the Policy only.

2. Abbreviations			
Abbreviation	Stands for		
IRDAI	Insurance Regulatory and Development Authority of India		
Rs./ र	Indian Rupees		
UIN	Unique Identification Number (allotted by IRDAI for this product)		
GSV	Guaranteed Surrender Value		
SSV	Special Surrender Value		
PPT	Premium Payment Term		
KYC	Know Your Customer		

These abbreviations bear the meanings assigned to them elsewhere in the Policy Document

SBI Life – eShield Insta (UIN: 111N141V01)

An Individual, Non-Linked, Non-Participating, Life Insurance, Pure Risk/Savings Product with Return of Premium

Part C

I. CONDITIONS PRECEDENT TO CONTRACT

1. Premiums

Part C

- 1.1. You have to pay the Premiums on or before the Premium due dates or within the Grace Period.
- 1.2. You have to pay the Premiums even if You do not receive renewal Premium notice or any other communication from Us.
- 1.3. In addition to the Premium, You are liable to pay Applicable Taxes and/or any other Statutory levy/ duty/ surcharge, on the Premiums paid, at the rate notified by the Central Government/ State Government / Union Territories of India from time to time, as per the Applicable Tax Laws and any other charge as per the product features.
- 1.4. 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.
- 1.5. If we receive any amount less than the required Premium, we will not adjust the said amount towards Premiums till You pay the balance of Premium. We will not pay any interest on the partial Premium paid by You, earlier.
- 1.6. 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.
- 1.7. If your Policy is In Force and it results into death claim, the balance of Premiums, if any, till the next Policy Anniversary, as on the date of death shall be deducted from the benefits payable under the Policy, in case the claim is found admissible and payable.
- 1.8. The Premium Frequency can be changed only on a Policy Anniversary by sending a request. Change in Premium Frequency is subject to:
 - 1.8.1.Minimum Premium requirement for the requested Premium Frequency
 - 1.8.2. Availability of the requested Premium Frequency on the day of change in Premium Frequency;
 - 1.8.3.Premium rates/ tables applicable for the changed Premium Frequency will be the same as the Premium rates/ tables applicable on the date of commencement of Policy
 - 1.8.4. The Installment Premium may change depending upon the Frequency chosen.

2. Non-Disclosure

- 2.1. We have issued Your Policy based on the statements in Your proposal form, personal statement, medical reports and any other documents that are submitted to Us.
- 2.2. If We find that any of this information is inaccurate or false or You have withheld any material information or in case of fraud, We will have a right to cancel Your Policy as per the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.

[A leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – III for reference.]

3. Misstatement of Age

3.1. If We find that the correct Age of the Life Assured is different from that mentioned in the proposal form, we will check the insured's eligibility for the life cover as on the date of commencement of Policy.

3.2. If eligible,

- 3.2.1. If the correct Age is found to be different, We will revise the benefits/Premium (as applicable).
- 3.2.2.We will terminate Your policy by paying the Surrender Value, if any, if You disagree with the revised benefits/Premium.
- 3.3. If not eligible,

- 3.3.1.We will terminate Your Policy per the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.
- 3.3.2. We will pay You the Total Premiums paid without interest and after deducting all applicable Survival benefits paid, expenses like Medical expenses, Stamp duty, Proportionate Risk Premium along with Applicable Taxes, cesses and levies, etc., incurred by Us under the Policy.
- 3.4. Misstatement of Age is subject to the provisions of Section 45 of the Insurance Act, 1938, as amended from time to time.

4. Nomination

- 4.1. If You are the Policyholder and the life insurance cover is on Your own life, You may, when effecting 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.
- 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.
- 4.3. You may cancel or change the existing Nomination.
- 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 as prescribed under Section 39 of Insurance Act, 1938.
- 4.5. Your nomination should be registered in Our records so as to make it binding on Us.
- 4.6. For complete details about the nomination, please refer to Section 39 of the Insurance Act, 1938, as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure –II for reference]

II. CONDITIONS APPLICABLE DURING THE POLICY TERM

POLICY BENEFITS

1. The product provides the Life Assured a fixed life cover throughout the Policy Term. There are two plan options available under this product:

1.1. Plan A: Pure Term Insurance

1.1.1. There will be no Maturity Benefit under this option.

1.2. Plan B: Term Insurance with Return of Premium

2.1.1.If your Policy is In-Force and if Life Assured survives till the end of Policy Term, we will pay 100% of Total Premiums Paid under the Policy in lump-sum, where Total Premiums Paid means total of all the Premiums paid under the base product, excluding any extra Premium and taxes, if collected explicitly.

Plan Option once chosen at inception cannot be changed throughout the Policy Term.

2. Death Benefit

- 2.1. If the Policy is In-Force as on the date of death of the Life Assured and if the claim is found admissible and payable, we will pay the Sum Assured on Death as lump sum, which is Higher of,
 - 2.1.1. 11 times the Annualized Premium, or
 - 2.1.2. Sum Assured, or
 - 2.1.3. 105% of the Total Premiums Paid up to the date of death

3. Survival Benefit

3.1.1. There is no survival benefit under your policy.

4. Maturity Benefit

- 4.1.1.Pure Term Insurance There is no maturity benefit under this option.
- 4.1.2. Term Insurance with Return of Premium If your Policy is In-force and the Life Assured survives till the end of Policy Term, then we will pay 100% of Total Premiums Paid under this option as lump sum

POLICY TERMS AND CONDITIONS

5. Grace Period

- 5.1 You can pay Your Premiums within a Grace Period of 30 days from the Premium due date in case of Yearly Premium Payment Frequency and 15 days for monthly Premium Payment Frequency.
- 5.2 Policy will remain In-Force during the Grace Period.
- 5.3 In case of death of the Life Assured during Grace Period, the outstanding Premiums and the balance of Premiums, if any, till the next Policy Anniversary, as on the date of death shall be deducted from the benefits payable under the Policy.

6. Lapse of Policy

6.1 If You do not pay Your due Premiums before the end of Grace Period, Your Policy Lapses or becomes Paid- Up, as the case may be

7. Non-Forfeiture Benefits

7.1. Paid – Up Value

7.1.1.Plan A : Pure Term Insurance

- 7.1.1.1. There is no Paid Up benefit available under this plan option.
- 7.1.1.2. If the Premiums are not paid before the expiry of Grace Period, the Policy shall Lapse and will not acquire Paid Up status. No benefit will be payable under the Lapsed Policy.

7.1.2. Plan B: Term Insurance with Return of Premium

- 7.1.2.1. If at least one full Policy year Premium is paid and the subsequent Premium/s is/are not duly paid within the Grace Period, then the Policy shall acquire Paid-Up status.
- 7.1.2.2. If Your Policy has acquired Paid-Up Value, We will pay the Paid-Up Sum Assured on Maturity on Maturity of the Policy.
- 7.1.2.3. If Your Policy is not In- Force and has not acquired any Paid-Up value, nothing shall be payable under the Policy and the contract comes to an end automatically.
- 7.1.2.4. Paid-Up Sum Assured (PUSA) on Death: Sum Assured on Death multiplied by Total Period for which Premiums have already been paid divided by Maximum Period for which Premiums were originally payable.
- 7.1.2.5. Paid-up Sum Assured on Maturity: Maturity Benefit (100% of total Premiums originally payable under the Policy, excluding any extra Premium and taxes) multiplied by Total Period for which Premiums have already been paid divided by Maximum Period for which Premiums were originally payable.
- 7.1.2.6. The Paid-Up amount will be paid at the time of Maturity or at the time of death whichever is earlier.
- 7.1.2.7. You may terminate Your Paid-Up Policy before Maturity by Surrendering the Policy for Surrender Value.
- 7.1.2.8. If You have not paid Premium for at least one full Policy year, Your Policy shall not acquire any Paid Up Value and if the Policy is in Lapsed status without acquiring Paid Up Value as on the date of Maturity or as on the date of death, no benefit shall be payable under the Policy.

7.2. Surrender Value

7.2.1. Plan A: Pure Term Insurance

7.2.1.1. Surrender facility is not available under this plan option

7.2.2.Plan B: Term Insurance with Return of Premium

- 7.2.2.1. You may Surrender Your Policy any time during the term of the Policy after completion of first Policy year only if at least one full Policy year Premium has been paid.
- 7.2.2.2. We will pay You either Guaranteed Surrender Value (GSV) or Non-Guaranteed Special Surrender Value (SSV) whichever is higher, if You decide to Surrender Your Policy.
- 7.2.2.3. The Guaranteed Surrender Value is equal to GSV factor multiplied by the Total Premiums paid.
- 7.2.2.4. The GSV factors will depend on the Policy year in which the Surrender request is made and has been provided below:

Policy Year	GSV	
1	0.00%	
2	30.00%	
3	35.00%	
4	50.00%	
5	50.00%	
6	50.00%	
7	50.00%	
8	70.00%	
9	90.00%	
10	90.00%	

- 7.2.3.Special Surrender Value will be equal to Paid-Up Sum Assured on Death multiplied by SSV Factor 1 Plus Paid-Up Sum Assured on Maturity multiplied by SSV Factor 2
- 7.2.4. The SSV factors will depend on the Policy year during which the Surrender request is made.
- 7.2.5.Special Surrender Value factors may be reviewed in line with IRDAI(Insurance Products) Regulations 2024 as amended from time to time and any circular issued by the Authority in this respect.
- 7.2.6.The current SSV factors are given below:

Policy Year	SSV Factor 1	SSV Factor 2
1	0.00%	0.00%
2	1.29%	50.15%
3	1.25%	54.11%
4	1.19%	58.39%
5	1.11%	63.01%
6	1.01%	68.01%
7	0.89%	73.43%
8	0.73%	79.29%
9	0.53%	85.64%
10	0.29%	92.53%

7.2.7. The Surrender of the Policy shall extinguish all rights and benefits under Your Policy.

8. Revival

- 8.1. If Premiums are not paid within the Grace Period, Your Policy Lapses or becomes Paid-Up, as the case may be. No benefits are then payable under Your Policy if Your Policy has not acquired Paid-Up Value.
- 8.2. You can revive Your Policy during its Revival period of 5 consecutive complete years from the date of the First Unpaid Premium and before the expiry of Policy Term.
- 8.3. You can revive Your Policy by sending a Revival request to Us.
- 8.4. You have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra Premium based on Company's Board approved underwriting Policy.
- 8.5. We may accept or reject Your Revival request. We will inform You about the same.
- 8.6. You have to pay all due Premiums, not paid during the Revival Period, till the date of Revival, along with applicable interest. The due Premiums would include Installment Premium including any extra Premiums, if any.
- 8.7. The interest will be charged at a rate declared by Us from time to time. Any change in the basis for determination of the interest rate calculation for Revival would follow IRDAI Master Circular on Life Insurance Products, Circular No. IRDAI/ACTL/MSTCIR/MISC/89/6/2024 dated 12th June, 2024 and any subsequent circulars issued by IRDAI in this regard. As per the current Company policy, Revival interest rate is based on the nominal interest rate per annum and is 200 Basis Points greater than the benchmark yield of 10-year Government security as on 1st April of each of the Financial Year and it will be compounding on a half-yearly basis. The 10-year benchmark G-Sec rate as on 1st April 2025 is 6.58% p.a. compounded semi-annually. The interest rate would be rounded to nearest multiple of 25 Basis Points and interest amount would be rounded nearest to Re 1. The interest rate applicable for FY 2025-26 is 8.50% p.a. compounded semi-annually.
- 8.8. You cannot Revive Your Policy after the expiry of the Revival Period.
- 8.9. Revival shall not be effective unless we accept the Revival and intimate You the same in writing.
- 8.10. Once the Revival is accepted and effected, Your Policy shall be eligible for all the benefits as applicable for an In-Force Policy.

9. Policy Loan

- 9.1. Plan A: No Loan facility is available under this plan option.
- 9.2. Plan B: You may apply for a Loan against Your Policy only during the Policy term, provided Your Policy has acquired the Surrender Value.
- 9.3. Policy Loan shall not exceed 50% of the Surrender Value as on the date of availing the Policy Loan.
- 9.4. The interest to be charged on the Loan will be declared by the Company from time to time. Any change in the basis for determination of the interest rate calculation for Policy Loan would follow IRDAI Master Circular on Life Insurance Products, Circular No. IRDAI/ACTL/MSTCIR/MISC/89/6/2024 dated 12th June, 2024 and any subsequent circulars issued by IRDAI in this regard.
- 9.5. The nominal interest rate per annum is 150 Basis Points greater than the 10-year benchmark Government security as on 1st April of each of the Financial Year and it will be compounding on a semi-annual basis. The 10-year benchmark G-Sec rate as on 1st April 2025 is 6.58% p.a. compounded semi-annually.
- 9.6. The interest rate would be rounded to nearest multiple of 25 Basis Points and interest amount would be rounded nearest to Re 1. The interest rate applicable for Financial Year 2025-26 is 8.00% p.a. compounded semi-annually.
- 9.7. For In Force Policies: In case outstanding loan amount including interest exceeds Surrender Value, no Policy would be terminated. Before any benefits are paid out, loan outstanding together with the interest thereon will be deducted and the balance amount will be payable.
- 9.8. For other than In-Force Policies : In case outstanding loan amount including interest exceeds the Surrender Value, the Policy would be foreclosed after giving intimation and reasonable opportunity to the Policyholder to continue the Policy.

10. Issuance of Physical copy of Your Policy

10.1. If You wish to obtain a physical copy of Your Policy, then You can send an application for the physical copy of Policy.

10.2. If You wish to obtain a duplicate physical copy of Your Policy, then You can send an application for the duplicate physical copy along with the payment of printing charges of ₹100 Plus stamp duty Plus GST.

11. Policy Servicing

- 11.1. We endeavor to ensure that You receive the best possible service in relation to Your Policy. If You wish to avail any services from Us or require any support or assistance in relation to the Policy, You may send a written request to Us at info@sbilife.co.in.
- 11.2. Turn Around Time (TAT) for various services can be downloaded from: https://www.sbilife.co.in/en/services.
- 11.3. Various forms and list of documents required including bank account details are available on SBI Life Website: https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms.
- 11.4. You can also give feedback on the services provided by Us at info@sbilife.co.in

EXCLUSIONS

12. Suicide Exclusion

- 12.1. If the Life Assured, commits suicide, within 12 months, we will not pay the death benefit.
- 12.2. We will calculate 12 months from the date of commencement of risk or from the date of Revival of Policy, whichever is applicable.
- 12.3. We will pay 80% of the Total Premiums Paid till the date of death, if death due to suicide occurs within 12 months from the date of commencement of risk, provided the Policy is In Force and thereafter the contract would cease.
- 12.4. In case of suicide within 12 months from the date of Revival of the Policy, we will pay higher of 80% of the Total Premiums Paid till the date of death or the Surrender Value available on date of death, provided the Policy is In Force and thereafter the Policy would cease.

III. CONDITIONS WHEN A CLAIM ARISES

1. Death Claim

- 1.1. The Policyholder, Nominee or the Legal Heir, as the case may be, should intimate Us about the death of the Life Assured in writing, stating at least the Policy number, cause of death and date of death.
- 1.2. We will require the following documents to process the claim:
 - 1.2.1.Policy Document
 - 1.2.2. Original death certificate from municipal / local authorities
 - 1.2.3. Claimant's statement and claim forms in prescribed formats
 - 1.2.4. Hospital records including discharge summary, etc., wherever applicable
 - 1.2.5. Any other documents including Post-mortem report, First Information report where applicable

1.2.6. Any other document which SBI Life may call, if found necessary in support of the claim

- 1.3. Claim under the Policy should be filed with Us at the earliest possible time following the claim event. While We may condone any delays in intimation or submission of documents, excessive delays may impact the claim settlement process. However, We reserve the right to request additional information or documentation to verify the validity of the claim and ensure a fair and efficient settlement process.
- 1.4. We will pay the claim, if found admissible, to the Assignee, if the Policy is assigned.
- 1.5. If the Policy is not assigned, and
 - 1.5.1. You are not the Life Assured, We will pay You or Your Legal Heir
 - 1.5.2. You are the Life Assured, We will pay
 - 1.5.2.1. the Nominee, if the Nominee is not a Minor
 - 1.5.2.2. the Appointee, if the Nominee is a Minor
 - 1.5.2.3. Your Legal Heir, as certified by a Court of competent jurisdiction if there is no Nomination or if the Nomination is not valid or challenged.

- 1.6. If there are any legal proceedings pending before a Court of competent jurisdiction about the title under the Policy, the benefits shall be paid only to the person[s] as directed by the Court.
- 1.7. For any claim related assistance, call Us at Our Claims Helpline on Toll free Number 18002679090 (Customer Service Timing:24X7).

2. Maturity Claim

- 2.1. You will be required to submit the Policy Document, KYC documents and any other documentation as required by Us to any of Our offices.
- 2.2.If You assign Your Policy, We will pay claim to the Assignee.
- 2.3. If the Policy is not assigned, We will pay the claim to You.
- 2.4. Maturity Benefit amount will be settled in Your bank account on the Date of Maturity of Policy.
- 2.5. The payout shall be made in the bank account which is available in the policy records.
- 2.6. We shall intimate You in advance about Your Date of Maturity of Policy and bank account details in which amount shall be credited.
- 2.7. In case You want to change the bank account details You may intimate Us prior to due date by submitting the documents at any of Your nearest SBI Life offices or digitally through Our Smart Care app at https://smartcare.sbilife.co.in / Claim Intimation segment.
- 2.8. You should always ensure that Your PAN, KYC and bank details are updated in Your policy records. You may verify and update using Our Smart Care app at https://smartcare.sbilife.co.in

3. Surrender Claim

- 3.1. If the Policy is assigned, We will pay the Assignee, the Surrender Value.
- 3.2. If the Policy is not assigned, We will pay the Surrender Value to
 - 3.2.1.You or
 - 3.2.2 Your Legal Heir, in case of death of Policyholder subsequent to the date of submission of request for Surrender of the Policy but before payment of Surrender Value.
- 3.3. We will require the following documents to process the Surrender claim:
 - 3.3.1.Policy Document,
 - 3.3.2.KYC documents (Photo ID and Address Proof)
 - 3.3.3.Bank account details (bank statement/cancelled cheque)
 - 3.3.4.Discharge form
- 3.4. The above-mentioned documents in case of assignment will be required from the Assignee.
- 3.5. You may submit the documents by visiting any of Your nearest SBI Life offices.

IV. CONDITIONS FOR CANCELLATION OF THE POLICY

1. Free Look Period

- 1.1 You have a Free Look Period of 30 days beginning from the date of the receipt of this Policy Document, whether received electronically or otherwise, to review the terms and conditions of the Policy.
- 1.2 If You disagree to any of the Policy terms and conditions, or otherwise and have not made any claim, You have an option to cancel the Policy to the Company stating the reasons for the same.
- 1.3 Irrespective of the reasons mentioned, You shall be entitled to a refund of Premium paid subject only to a deduction of a proportionate risk Premium for the period of cover and the expenses, if any, incurred by the Company on medical examination and stamp duty charges along with the Applicable Tax and/or any other Statutory levies/duty/surcharges.
- 1.4 You cannot Revive or restore Your Policy once You have returned Your Policy.

2. Surrender

2.1. You may Surrender Your In-Force or Reduced Paid-Up Policy any time during the Policy Term

2.2. If You Surrender Your Policy during the Policy Term, then We will pay the Surrender Value in accordance with Clause II (7.2) of the Policy.

3. Termination of Your Policy

- 3.1. Your Policy will terminate at the earliest of the following:
 - 3.1.1.on Death of the Life Assured OR
 - 3.1.2.on the Maturity date OR
 - 3.1.3.on payment of Surrender Value OR
 - 3.1.4.on payment of Free-Look Cancellation amount OR
 - 3.1.5.On the expiry of Revival period for Lapsed Policies OR
 - 3.1.6.For other than In -Force Policies, in case outstanding loan amount including interest exceeds the Surrender Value

V. CONDITIONS FOR GRIEVANCE REDRESSAL

- 1. If You have any query, complaint or grievance, You may approach any of Our offices.
- 2. You can also call Us on our toll-free number: 1800 267 9090 (Customer Service Timing: 24X7 and these timings are subject to change)
- 3. You can also send an email to Us on info@sbilife.co.in
- 4. If You are not satisfied with Our decision or have not received any response within 15 days, You may write to Us at:

Head – Client Relationship, SBI Life Insurance Company Limited Central Processing Centre, 7th Level (D Wing) & 8th Level, Seawoods Grand Central Tower 2, Plot No R-1, Sector-40, Seawoods, Nerul Node, Dist. Thane, Navi Mumbai- 400 706. Telephone No.: +91 - 22 – 6645 6785 E-mail Id: <u>hcr@sbilife.co.in</u>

- 5. In case You are not satisfied with Our decision or have not received a response within 1 month from the date of filing Your complaints with Us and the issue pertains to Rule 13 and 14(3) of Insurance Ombudsman Rules, 2017, You may approach the Insurance Ombudsman. You can make the complaint to the Ombudsman as per provision 13 and 14(3) of the said rules. The relevant provisions have been mentioned in the Clause VI "Other Terms and Provisions".
- 6. The address of the Insurance Ombudsman and the Insurance Ombudsman Rules, 2017, are, available on the website of IRDAI, http://www.irdai.gov.in and in Our website http://www.sbilife.co.in. The address of the Ombudsman at Mumbai is:

Office of the Insurance Ombudsman

3rd Floor, Jeevan Seva Annexe,

S.V. Road, Santa Cruz (W),

Mumbai – 400 054.

Telephone No.: +91 - 22 - 69038821/23/24/25/26/27/28/29/30/31

E-mail : bimalokpal.mumbai@cioins.co.in

- 7. We have also enclosed a list of addresses of Insurance Ombudsmen in Annexure IV for reference
- 8. If You are not satisfied with the response or do not receive a response from Us within 15 days of lodging the complaint through Our Grievance Redressal Mechanism; You may escalate the complaint to IRDAI through the Bima Bharosa Portal (IRDAI): https://bimabharosa.irdai.gov.in/ or contact IRDAI Grievance Call Centre on toll-free number : 155255 / 1800 4254 732 or alternatively You may send an email on complaints@irdai.gov.in/
- 9. The postal address of IRDAI for communication for complaints by paper is as follows: Policyholders' Protection Grievance Redressal Department, Insurance Regulatory and Development Authority of India, SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad 500032.

Part C

SBI Life – eShield Insta (UIN: 111N141V01)

An Individual, Non-Linked, Non-Participating, Life Insurance, Pure Risk /Savings Product with Return of Premium

VI. OTHER TERMS AND PROVISIONS

1. Communications

- 1.1. We will communicate to You in writing and deliver the correspondence by hand, post, e-mail or any other approved mode.
- 1.2. We will send correspondence to the mailing address You have provided in the proposal form or to the address subsequently changed and registered by You with Us.
- 1.3. You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 1.4. 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, 7th Level (D Wing) & 8th Level, Seawoods Grand Central Tower 2, Plot No R-1,Sector-40, Seawoods, Nerul Node, Dist. Thane, Navi Mumbai - 400 706 Telephone No.: + 91 - 22 - 6645 6785 E-mail: info@sbilife.co.in

1.5. It is important that You keep Us informed of Your change in address and any other communication details.

2. Taxation

- 2.1. You are liable to pay the Applicable Taxes 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 features.
- 2.2. You may be 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 consult Your tax advisor on applicable tax benefits under the Policy
- 2.3. We shall deduct Income Tax at Source (TDS) on payments made under the Policy as per the applicable Income Tax Laws in India

3. Assignment

- 3.1. You may assign the Policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- 3.2. 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.
- 3.3. You may prefer 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.
- 3.4. You may assign Your Policy wholly or in part.
- 3.5. You may assign Your Policy either absolutely or conditionally (as prescribed under S.38 of the Insurance Act, 1938). At any point of time there can be only one assignment under Your Policy.
- 3.6. The assignment or reassignment of Your Policy should be registered with Us so as to make it binding on Us.
- 3.7.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.

Policy Document Form No: 740

SBI Life – eShield Insta (UIN: 111N141V01)

An Individual, Non-Linked, Non-Participating, Life Insurance, Pure Risk /Savings Product with Return of Premium

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure -(I) for reference]

4. Governing laws and jurisdiction

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 Indian Courts.

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

[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – (III) for reference.]

6. Rule 13 of Ombudsman Rules, 2017

- 1. The Ombudsman may receive and consider complaints or disputes relating to:
 - a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
 - b) any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
 - c) disputes over premium paid or payable in terms of insurance policy;
 - d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
 - e) legal construction of insurance policies in so far as the dispute relates to claim;
 - f) policy servicing related grievances against insurers and their agents and intermediaries;
 - g) issuance of life insurance policy, general insurance policy including health insurance policy which is not inconformity with the proposal form submitted by the proposer;
 - h) non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
 - i) any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
- 2. The Ombudsman shall act as counselor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
- 3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
- 4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Rule 14.

7. Rule 14 of Ombudsman Rules, 2017

- (1) Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
- (2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office

Policy Document Form No: 740

Policy Number

Part C

SBI Life – eShield Insta (UIN: 111N141V01)

An Individual, Non-Linked, Non-Participating, Life Insurance, Pure Risk /Savings Product with Return of Premium

of the insurer against whom the complaint is made, the facts giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

- (3) No complaint to the Ombudsman shall lie unless
 - a) The complainant makes a written representation to the insurer named in the complaint and
 - a. Either the insurer had rejected the complaint; or
 - b. the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - c. the complainant is not satisfied with the reply given to him by the insurer
 - b) the complaint is made within one year
 - a. after the order of the insurer rejecting the representation is received; or
 - b. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - c. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant
- (4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- (5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

8. Protection of Policyholders' Interest

The IRDAI (Protection of Policyholders' Interest, Operations and Allied Matters of Insurers)) Regulation, 2024, provide for protection of the interests of the policyholders. The provisions of this regulations will be applicable and subject to the prevailing law, as amended from time to time.

Annexure-I

A. 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 from time to time and as amended by Insurance Laws (Amendment) Act, 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

B. 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 from time to time and as amended by Insurance Laws (Amendment) Act, 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 (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 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

C. 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 from time to time and as amended by Insurance Laws (Amendment) Act, 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.

[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 IV

List of Ombudsman Centers with Address

Office of the Ombudsman	Contact Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, 1st Floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: <u>bimalokpal.bhopal@cioins.co.in</u>	Madhya Pradesh Chhattisgarh.
BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 / 2596429 / 2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH	Office of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector-17A , Chandigarh – 160 017. Tel.: 0172 - 2706468 Email: <u>bimalokpal.chandigarh@cioins.co.in</u>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: <u>bimalokpal.chennai@cioins.co.in</u>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992 / 23213504 /	Delhi & following districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

	22222481	
	23232481	
	Email: <u>bimalokpal.delhi@cioins.co.in</u>	
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: <u>bimalokpal.jaipur@cioins.co.in</u>	Rajasthan.
КОСНІ	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp. to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: <u>bimalokpal.lucknow@cioins.co.in</u>	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

MUMBAI	Office of the Insurance Ombudsman,	List of wards under Mumbai
	3rd Floor, Jeevan Seva Annexe,	Metropolitan Region excluding
	S. V. Road, Santacruz (W),	wards in Mumbai – i.e M/E, M/W,
	Mumbai - 400 054.	N, S and T covered under
	Tel.: 022 - 69038800/27/29/31/32/33	Office of Insurance Ombudsman
	Email: <u>bimalokpal.mumbai@cioins.co.in</u>	Thane and areas of Navi Mumbai.
	Office of the Insurance Ombudsman,	State of Uttarakhand and the
	Bhagwan Sahai Palace	following Districts of Uttar
	4th Floor, Main Road,	Pradesh:
	Naya Bans, Sector 15,	Agra, Aligarh, Bagpat, Bareilly,
	Distt: Gautam Buddh Nagar,	Bijnor, Budaun, Bulandshehar,
	U.P-201301.	Etah, Kannauj, Mainpuri, Mathura,
NOIDA	Tel.: 0120- 2514252 / 2514253	Meerut, Moradabad,
	Email: bimalokpal.noida@cioins.co.in	Muzaffarnagar, Oraiyya, Pilibhit,
		Etawah, Farrukhabad, Firozbad,
		Gautam Buddh Nagar, Ghaziabad,
		Hardoi, Shahjahanpur, Hapur,
		Shamli, Rampur, Kashganj,
		Sambhal, Amroha, Hathras,
		Kanshiramnagar, Saharanpur.
	Office of the Insurance Ombudsman,	
	2nd Floor, Lalit Bhawan,	
	Bailey Road,	Bihar,
PATNA	Patna 800 001.	Jharkhand.
	Tel.: 0612-2547068	situriti.
	Email: <u>bimalokpal.patna@cioins.co.in</u>	
	Office of the Insurance Ombudsman,	
	Jeevan Darshan Bldg., 3rd Floor,	State of Goa and State of
	C.T.S. No.s. 195 to 198,	Maharashtra excluding areas of
PUNE	N.C. Kelkar Road, Narayan Peth,	Navi Mumbai, Thane district,
ICIL	Pune -411030 .	Palghar District, Raigad District
	Tel.: 020-24471175	and Mumbai Metropolitan Region
	Email: <u>bimalokpal.pune@cioins.co.in</u>	and Mumbal Metropolitan Region
	Office of the Insurance Ombudsman, 2nd	
	Floor, Jeevan Chintamani Building,	Area of Navi Mumbai, Thane
THANE		District, Raigad District, Palghar
	Vasantrao Naik Mahamarg, Thane (West) Thane – 400604	District and wards of Mumbai,
		M/East, M/West, N, S and T.
	Email: <u>bimalokpal.thane@cioins.co.in</u>	

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