SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V01)

n		4	A
-	12		Δ

WELCOME LETTER

Date: <<dd/mm/yyyy>>

Father's Name: <<>>>

Dear <<>>>

Customer No. : <<>>

Policy No. : <>>>

Product Name : <SBI Life - Sampoorn

Cancer Suraksha>>

UIN : <<111N109V01>>

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 and health insurance needs. We have enclosed the policy document& First Premium Receipt along with a copy of the proposal form signed by you in this Policy booklet. Please check all details and make sure that it is kept safely.

Please note this is a <<Regular>> premium payment health insurance policy. <<The premium due dates are: <<dd/mm/yy>>>>

For any information/ clarification, please contact:

- 1. Your local SBI Life service branch:
 - <<SBI Life branch address>>
- 2. < Intermediary Name & contact nos>
- 3. Call us toll free at our customer service helpline 18002679090 (Timings: 9:00 a.m. to 9:00 p.m.)or email us at info@sbilife.co.in, or also visit us at www.sbilife.co.in. Senior citizens can also reach us on dedicated e-mail id: helpsc@sbilife.co.in
- ${\it 4. In case you have any complaint/grievance you may contact the following official for resolution:}\\$
- 5. Register on our Customer Self Service website http://mypolicy.sbilife.co.in to avail various online services available.
- 6. We request you to read the policy schedule along with the policy booklet. If you find any errors, please return your policy document for effecting corrections.
- 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 bond 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.
- 9. The copy of proposal form, KYC documents, benefit illustration and other important documents are also enclosed in this booklet. You may kindly verify the documents and report discrepancy, if any.

Free Look Option

You can review the terms and conditions of the policy, within 15 days for policies sourced through any channel other than Distance Marketing and within 30 days for policies sourced through Distance Marketing Channel, from the date of the receipt of the policy document and where you disagree with any of those terms and conditions; you have the option to return the policy stating the reasons for your objection.

Your request for cancellation of the policy under the free look option must reach your nearest SBI Life Office within a period of 15 days or 30

Your request for cancellation of the policy under the free look option must reach your nearest SBI Life Office within a period of 15 days or 30 days, as the case may be, as mentioned above.

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)>>

Form 414 Page **1** of **45** Policy Number

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



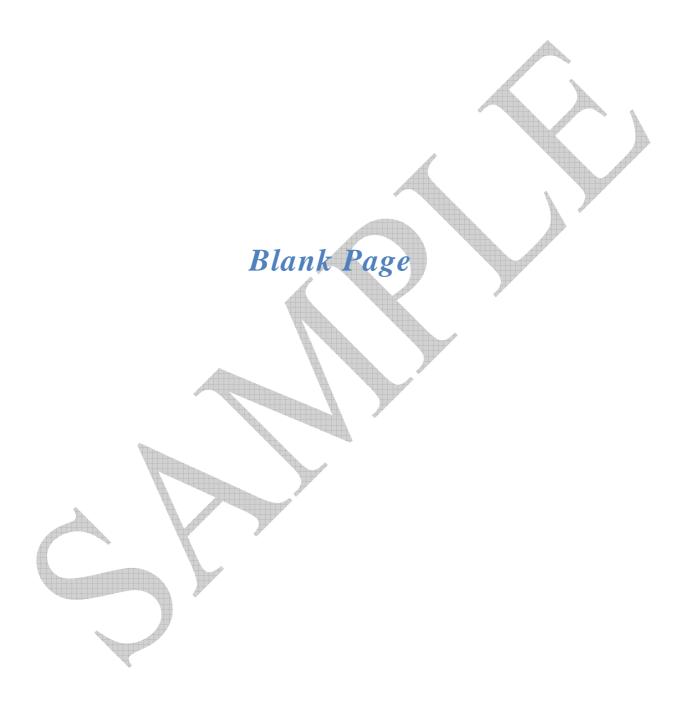
Form 414 Page 2 of 45 Policy Number



Form 414 Page **3** of **45** Policy Number



Form 414 Page **4** of **45** Policy Number



Form 414 Page 5 of 45 Policy Number

${\bf CUSTOMER\ INFORMATION\ SHEET\ for\ ``SBI\ Life-Sampoorn\ Cancer\ Suraksha''}$

Sr.	Title	Description		Policy
No.				clause No.
1	Product Name	SBI Life – Sampoorn Cancer Suraksha		
2	What am I	SPECIFY AS PER POLICY TERMS AND CONDITIONS		
	covered for	The benefit stru	ucture, once chosen at policy inception,	3
		cannot be modifi	ed over the term of the policy.	
		Benefit	Coverage	
		Structure		
		Standard	Minor & Major Stage of cancer	
		Classic	Minor, Major & Advanced Stage of	
			cancer	
		Enhanced	Minor, Major & Advanced Stage of	
			cancer	
			Sum Assured Reset Benefit	
3	What are the		Transmitted Diseases like AIDS or HIV.	13.5
	major	• •	existing cancer including carcinoma in situ	
	exclusions in		arising out of Nuclear, biological or chemical	
	the	contamina	ation (NBC)	
	policy			10.0
4	Waiting period		Period : 180 days from the date of	13.2
		VORUMON,	of risk or date of revival, whichever is later,	
		admissible/paya	cancer is detected, no claim will be	13.3
		aumissible/paya	ioie.	13.3
		• Survival Pari	od: Survival Period of 5 days is applicable	
		• Survival Period: Survival Period of 5 days is applicable, i.e. for a claim to be valid; the life assured should have		
				13.5.3.3
		diagnosis	or to the period of the days from the date of	
		• Pre-existing d	liseases: Not covered	
	4			

Form 414 Page **6** of **45** Policy Number

5	Payment basis	Stage-wise lumpsum payor	ut on diagnosis of cancer provided	
		the diagnosis is as per the definitions mentioned(provided		3.1
		policy is in force)		
		The benefit structure, once chosen at policy inception,		
		cannot be modified over t	he term of the policy.	
		Standard		
		Contingency	Benefit	
		On diagnosis of Minor	Lump sum benefit of 30% of the	
		Stage (CIS)	Sum Assured would be payable	
		On diagnosis of Minor	Lump sum benefit of 30% of the	
		Stage (Early Stage cancer)	Sum Assured would be payable	
		On diagnosis of Major	Lump sum benefit which will be	
		Stage cancer	equal to the balance of 100% of	
			the Sum Assured, less claims paid	
			earlier, if any , would be payable.	
			You have the option to take 40%	
			of the sum assured as monthly	
			income benefit spread over 3	
			years and rest as lump sum	
			benefit under Major stage claim.	
			The monthly income benefit	
			would be 1.20% of the sum	
			assured. This is a guaranteed	
			benefit. Once opted, it would	
			continue to be paid for 36	
	4.		months irrespective of the	
			death of the life assured or	
			termination of the policy	
			contract.	
		Death	No benefit is payable	
		Maturity	No benefit is payable	
		Surrender	No benefit is payable	
	*			
		Classic		

Form 414 Page **7** of **45** Policy Number

Contingency	Benefit
On diagnosis of Minor	Lump sum benefit of 30% of the
Stage (CIS)	Sum Assured would be payable
On diagnosis of Minor	Lump sum benefit of 30% of the
Stage (Early Stage cancer)	Sum Assured would be payable
On diagnosis of Major	Lump sum benefit which will be
Stage cancer	equal to the balance of 100% of
	the Sum Assured, less claims paid
	earlier, if any, would be payable.
	You have the option to take 40%
	of the sum assured as monthly
	income benefit spread over 3
	years and rest as lump sum
	benefit under Major stage claim.
	The monthly income benefit
	would be 1.20% of thesum
	assured. This is a guaranteed
	benefit. Once opted, it would
	continue to be paid for 36
, 1	months irrespective of the
	death of the life assured or
	termination of the policy
	contract.
On diagnosis of Advanced	Lump sum benefit equalto the
Stage cancer	balance of 150% of the Sum
	Assured, less claims paid earlier, if
	any, would be payable.
Death	No benefit is payable
Death	No benefit is payable
Maturity	No benefit is payable
	No benefit is payable

Form 414 Page **8** of **45** Policy Number

Contingency	Benefit		
On diagnosis of Minor	Lump sum benefit of 30% of		
Stage claim (CIS)	the Sum Assured would be		
	payable		
On diagnosis of Minor	Lump sum benefit of 30% of		
Stage claim (Early Stage	the Sum Assured would be		
cancer)	payable		
On diagnosis of Major	Lump sum benefit which will be		
Stage cancer	equal to the balance of 100% of		
	the Sum Assured, less claims paid		
	earlier, if any, would be payable.		
	You have the option to take 40%		
	of the sum assured as monthly		
	income benefit spread over 3		
A	years and rest as lump sum		
	benefit under Major stage claim.		
	The monthly income benefit		
	would be 1.20% of thesum		
	assured. This is a guaranteed		
	benefit. Once opted, it would		
	continue to be paid for 36		
	months irrespective of the		
	death of the life assured or		
	termination of the policy		
	contract.		
On diagnosis of Advanced	Lump sum benefit equal to the		
Stage cancer	balance of 150% of the Sum		
	Assured, less claims paid earlier, if		
	any, would be payable.		
Death	No benefit is payable		
Maturity	No benefit is payable		
Surrender	No benefit is payable		
Sum assured reset henefit:	We will restore the sum assured		
after a period of 3 years from the date of last diagnosis of a			
arter a period or 5 years in	valid Minor or Major cancer claim and subject to no further		

Form 414 Page **9** of **45** Policy Number

		period of 3 years provided the life assured had undergone cancer surgery or radiotherapy or chemotherapy or any medically necessary treatment for previous cancer(s). >> Life Assured who have been diagnosed with cancer can avail second medical opinion any time during the policy term provided the policy is in-force.	
6	Loss Sharing	Not applicable	
7	Renewal Conditions	 Your premiums of this policy are fixed for a block of five policy years, that is, the premium rates of this policy may be reviewed after each block of 5 years. The premium may be revised based on our claim experience under the product subject to prior IRDAI approval. Claim experience refers to the company's experience on the whole and the premium revision will not be based on your claim history alone. The revised premiums would continue to be based on your age at entry. We will give a notice of three months prior to such revision and we shall inform you the revised installment premium. You would have to pay the revised premium within 30 days from the due date. If you don't pay the premium within 30 days, then the policy would lapse. 	
8	Renewal Benefits	On renewal of your policy, you would continue to be covered under the policy.	4
9	Cancellation	Your policy will terminate on the earliest of the following: on free-look cancellation the date of death of the Life Assured on payment of below claim depending on the benefit structure chosen Standard Payment of major stage cancer claim Classic Payment of advanced stage cancer claim Enhanced Payment of advanced stage cancer claim on the expiry of the Revival Period if you have not revived your Lapsed Policy during revival period; the cover would lapse if you don't pay the premium within grace period. on cancellation/ termination of the Policy by Us on	10

Form 414 Page **10** of **45** Policy Number

		grounds of misrepresentation, fraud or nondisclosure established on the date your policy term ends	
10	Claims	On diagnosis of cancer, you or the life assured or nominee should intimate the diagnosis of cancer of the life assured in writing, stating at least the policy number and the stage of the cancer claim. We will require the following documents to process the claim: Copy of policy document Claimant's statement and claim forms in prescribed formats Treating doctor's certificate Proof of the diagnosis of cancer to our satisfaction, including medical reports and histological reports Proof of the treatment undergone (cancer surgery or radiotherapy or chemotherapy or any medically acceptable and medically necessary treatment for previous cancer(s) for sum assured reset benefit. Any other document as the company may require depending on the type / cause of claim Proof of Occurrence of Cancer Proof of occurrence of the insured event covered by this policy must be supported by: Certificate from an Appropriate Specialist Medical Practitioners registered in India (or other country approved by SBI Life), not being the policy owner, Life Insured or the respective partner or spouse or relatives Confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence Any such documents which we may require.	9
11	Policy Servicing/ Grievances/Co mplaints	Your local SBI Life service branch: <sb address="" branch="" life="">> Toll free customer service helpline 18002679090 (Timings:</sb>	Welcome Letter & clause 13,14,15
		9:00 a.m. to 9:00 p.m.) E-mail us at info@sbilife.co.in, or visit us at www.sbilife.co.in. E-mal id (health insurance related claims for senior citizens): <helpsc@sbilife.co.in></helpsc@sbilife.co.in>	
		If you are not satisfied with our decision or have not received any response within 10 business days, you may write to us at:	

Form 414 Page **11** of **45** Policy Number

		Head – Client Relationship,	
		SBI Life Insurance Company Limited	
		• •	
		7th Level (D Wing) & 8th Level, Seawoods Grand Central,	
		Tower 2, Plot No. R-1, Sector 40, Seawoods,	
		Nerul Node, Navi Mumbai - 400 706	
		Dist. Thane, Maharashtra	
		Telephone No.: +91 - 22 – 6645 6785	
		E-mail Id: info@sbilife.co.in	
		E-mal id : helpsc@sbilife.co.in	
		Insurance Ombudsman address is available on the website of	
		IRDAI, http://www.irdai.gov.in and in our website	
		http://www.sbilife.co.in.	
		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	
12	Insured's	Grace Period:	6
	Rights	30 days from the due dates for premium frequencies of yearly, half-yearly and quarterly	
		15 days for monthly frequency.	
		In case of revision of premium, you would have 30 days of	
		grace period irrespective of premium frequency mode.	
		Free Look:	13.1
		Tree Look.	13.1
		15 days for policies sourced through any channel other than	
		Distance Marketing	
		30 days for policies sourced through Distance Marketing	
		Channel	
13	Insured's	Please provide correct information in the proposal form and	13.9
	Obligations	disclose all pre-existing disease/s or condition/s before buying	
		a policy.	
	4		
		Non-disclosure may result in claim not being paid.	

Note: Customer Information Sheet contains brief information about the key features of the Product. The same shall not be construed as terms and conditions of the Policy or part thereof. For detailed terms and conditions governing the Policy, please read all parts of the Policy document. In case of any conflict between the information given in the Customer Information Sheet and the terms and conditions of the policy, the terms and conditions of the Policy shall prevail.

Form 414 Page **12** of **45** Policy Number



Form 414 Page **13** of **45** Policy Number



SBI Life Insurance Company Limited

Registration Number: 111 Regulated by IRDAI

POLICY DOCUMENT

SBI LIFE -**SAMPOORN CANCER SURAKSHA**

UIN:<<111N109V01>>

(A Non-Linked, Non-Participating, Health Insurance 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: L99999MH2000PLC129113

Toll Free: 1800 267 9090 (Between 9.00 am & 9.00 pm)

Policy Preamble

Welcome to your **SBI Life** — **Sampoorn Cancer Suraksha** 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 **111N109V01**.

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. You should read these carefully to make sure you are satisfied. Please keep these in a safe place.

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.

SBI Life - Sampoorn Cancer Suraksha policy is an individual, non-participating, non-linked health insurance product.

In return for your premiums we will provide benefits as described in Part C and D of the policy document. The benefits available under this policy are subject to the payment of 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 Agent/ facilitator mentioned below. You may also contact the Third Party Administrator (TPA) mentioned below for any assistance regarding medical examination, claim servicing etc scheduled by the Company, if any. The complete list of TPAs engaged by the Company is available on the website www.sbilife.co.in.

- <Advisor/Facilitator>> Details: <<name>><<code>>
- << mobile number or landline number if mobile not available>>.
- <cense number>><<Validity>>>>
- <<TPA name>><<TPA address>><<TPA contact number>>

Form 414 Page **15** of **45** Policy Number

Policy Schedule

lde	entification	
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="">></as>

Personal information	Account.	Victoria Carlo
5. Name of the Life Assured	<< Title / First Name / Sun	ne of the life sured>>
6. Name of Proposer / Policyholder	<< Title	ame of the policyholder>>
7 Dete of Diath	Life Assured	Policyholder
7. Date of Birth	<< dd/mn// >>	>
0	Life Assured	Policyholder
8. Age at entry		
9. Gender	Life Assured	Policyholder
9. Gender	<< Mae / Female >>	<< Male / Female >>
10. Mailing Address	<< Address for communication	tion >>
11. Telephone Number with STD Code		
12. Mobile Number		
13. E-Mail ID of the policyholder << E-Mail ID of the policyholder>>		

Form 414 Page **16** of **45** Policy Number

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

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 Review date	<< dd/mm, >& after every 5 years thereafter
20. Premium due dates	<<
21. Due Date of Last Premium	<< or m/yyyy >>
22. Cover End Date	<< dd/n 00/y >>

Basic policy information	The state of the s
23. Benefit Structure	< Standard/Classic/Enhanced >>
24. Sum Assured (Rs.)	< >>
25. Premium frequency	early / Half-Yearly / Quarterly / Monthly >>
26. Policy Term	
27. Premium Payment Term	
28. Premium waiver Benefit Period	<< 5 years / Outstanding policy term >>
29. Total Installment Premium, excluding applicable Taxes	
30. Applicable Taxes*	
31. Applicable rate of Tax*	
32. Total Installment Premium, including applicable taxes	

Form 414 Page **17** of **45** Policy Number

includes applicable taxes 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.

<< To be printed only when the policyholder is staff member/online sales>>

We have provided the following discount to you on your premium

Premium	
Policy Year	Discount applicable on the tabular premium
Throughout the premium payment term	<<5 %

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

Authorised Signatory				
Name				
Designation				
Date	Place			

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

<< Digital Signature >>

(Signature) Proper Officer

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

Form 414 Policy Number Page 18 of 45

Policy Booklet

Table of Contents

Part B	21
1. Definitions	21
2. Abbreviations	25
Part C	26
3. Base Policy Benefits	26
3.3. Maturity Benefit	28
3.4. Medical Second Opinion	28
4. Premiums	28
5. Review ability	29
6. Grace Period	29
Part D	30
7. Non-forfeiture Benefits	30
7.2. Surrender Value	30
8. Revival	30
9. Claims	30
9.1. Death Claim	30
9.2. Claim on diagnosis of cancer including CIS	30
9.3. Maturity Claim	31
9.4. Surrender	31
10. Termination	32
11. Withdrawal	32
Part E	33
12. Charges	33
Part F	34
13. General Terms	34
13.1. Free Look Period	34
13.2. Waiting Period	34
13.3. Survival Period	34
13.4. Suicide Exclusion	34
13.5. Other Exclusions	34
13.6. PolicyLoan	34
13.7. Nomination	34

Part A

SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V01)

13.8.	Assignment	35
13.9.	Non – disclosure	35
13.10.	Misstatement of age	35
13.11.	Taxation	35
13.12.	Date formats	35
13.13.	Electronic transactions	35
13.14.	Communications	35
Part G		37
14. Comp	plaints	37
15. Relev	ant Statutes	37
15.1.	Governing laws and jurisdiction	37
15.2.	Section 41 of the Insurance Act 1938, as amended from time to time	37
15.3.	Section 45 of the Insurance Act 1938, as amended from time to time	38
15.4	Rule 13 of Ombudsman Rules, 2017	38
15.5	Rule 14 of Ombudsman Rules, 2017	38
15.6	Protection of Policyholders' Interest	39

Part B

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.

1. Definitions

These definitions apply throughout your policy document.

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

Expressions		Meanings	
1.	Advanced Stage Cancer	Means all Stage IV malignant tumor with the presence of distant metastasis. The diagnosis of malignancy must be confirmed by histological evidence A spread to lymph nodes only is not covered under this definition. All tumor in the presence of HIV infection are excluded.	
2.	Age	is the age last birthday; i.e., the age in completed years.	
3.	Age at entry †	is the age last birthday on the date of commencement of your policy.	
4.	Annualised Premium	means the premium payable in a policy year, excluding the underwriting extra premiums and loadings for modal premiums, if any. Please note that the premiums are guaranteed for only five years.	
5.	Appointee †	is the person who is so named in the proposal form or subsequently changed by an endorsement, who is authorized 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.	
6.	Assignment	is the transfer of rights and benefits of an insurance policy under section 38 of the Insurance Act, 1938.	
7.	Base Policy	is that part of your policy which covers benefit structures as explained under this policy document.	
8.	Beneficiary	the persons nominated by the policy owner to receive the insurance benefits under the provisions of your policy. The Beneficiary may be you, or the nominee or the legal heirs as the case may be. The beneficiary may be stated in the policy schedule or may be changed or added subsequently.	
9.	Benefit Structure †	is a variant to be opted at the inception.	
10.	Birthday	is the conventional Birthday. If it is on 29th February, it will be considered as falling on the last day of February.	
11.	Carcinoma in-situ (CIS)	Carcinoma in-situ is characterized by the presence of cancer cells that remain within the cell group from which they arose, where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues. The cancer must be classified as "Tis" according to the AJCC 7th Edition TNM staging method. The following are specifically excluded:	
		 Carcinoma in-situ of skin, Melanoma in-situ Cervical Intraepithelial Neoplasia (CIN I, CIN 2, and CIN 3) without carcinoma in-situ 	
12.	Cover End Date †	is the date on which the benefit terminates on expiry of the policy term.	
13. of po	Date of commencement blicy †	is the start date of your policy.	
14. of ris	Date of commencement k †	is the date from which the insurance cover under the policy commences.	

Form 414 Page **21** of **45** Policy Number

15.	Date of revival	is the date on which the policy benefits are restored at the conclusion of the revival process	
16.	Death Benefit	is the amount payable on death of the life assured. There is no death benefit applicable under this policy.	
17.	Disclosure to information norm	The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.	
18.	Diagnosis	shall mean a process of determining by examination of the causes of illness. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company.	
19.	Early Stage Cancer	Early Stage Cancer shall mean the presence of one of the following malignant conditions: (i) Prostate tumour histologically described as TNM Classification T1a or T1b or T1c or of another equivalent or lesser classification. (ii) Chronic lymphocytic leukaemia classified as RAI Stage I or II; (iii) Hodgkin's lymphoma Stage I (iv) Papillary carcinoma of the thyroid histologically classified as T1aN0M0/T1bN0M0 according to the TNM classification. The benefit will be paid only when total thyroidectomy is performed to treat this condition. The Diagnosis must be established by histopathological evidence and confirmed by a Pathologist. Premalignant lesions and conditions, unless listed above, are excluded. All tumors in the presence of HIV infection are excluded.	
20.	Endorsement	A change in any of the terms of the policy, agreed to or issued by Us, in writing	
21.	Free-look period	is the period during which you have the option to return the policy and cancel the contract.	
22.	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. In case of premium revision, the grace period is 30 days.	
23.	In-force	is the status of the policy when all the premiums due up to date have been paid.	
24.	Installment 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 taxes and/or any other levies if any, is payable in addition.	
25.	Lapse	is the status of the policy when a due premium is not paid before the expiry of grace period. In case of premium revision, the grace period is 30 days.	
26.	Life assured †	is the person in relation to whom insurance and other benefits are granted.	
27.	Legal Heir	means the person(s) certified to be the legal heirs of the policyholder by a court of competent jurisdiction.	
		A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.	
		The following are excluded – a) All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia	
28.	Major Stage Cancer	CIN-1, CIN -2 and CIN-3. b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;	
		 c) Malignant melanoma that has not caused invasion beyond the epidermis; d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0 e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below; f) Chronic lymphocytic leukaemia less than RAI stage 3 g) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a 	

Form 414 Page 22 of 45 Policy Number

		lesser classification,
		h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM
		Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
29.	Maturity Benefit	i) All tumors in the presence of HIV infection. is the benefit payable on maturity. There is no maturity benefit available under this policy.
	-	Medical Advice means any consultation or advice from a Medical Practitioner including the
30.	Medical Advice	issuance of any prescription or follow-up prescription
		Medically necessary treatment means any treatment, tests, medication, or stay in hospital or
		part of a stay in hospital which:
		i) is required for the medical management of the illness or injury suffered by the insured;
31.	Medically Necessary	ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
	Treatment	iii) must have been prescribed by a medical practitioner;
		iv) must conform to the professional standards widely accepted in international medical
		practice or by the medical community in India.
32.	Medical Second	Medical second opinion is a service which enables life assured who has been diagnosed with
32.	Opinion (MSO)	cancers to get an opinion on their diagnoses and their treatment plans, evaluated by another
- 22		doctor. This service is provided by Mediguide India.
33.	Minor	is a person who has not completed 18 years of age
34.	Minor Stage Cancer	under this stage, carcinoma in-situ and early stage cancers are covered.
		means the option available to you to take 40% of the sum assured as a monthly income
		benefit over the next 3 years and rest as lump sum benefit under Major stage claim, starting
35.	Monthly income benefit	from the one month after the date of diagnosis. The monthly income would be 1.20% of sum
		assured. This is a guaranteed benefit. Once opted, it would continue to be paid for 36 months
		irrespective of the death of the life assured or termination of the policy contract.
		is the person who is named as the nominee in the proposal form or changed by an endorsement
36.	Nominee †	subsequently, as per section 39 of the Insurance Act, 1938, and who is authorised to give a valid
		discharge and to receive the policy monies in case of the death of the life assured.
37.	Non-participating	means that the policy does not have a share in our profits
38.	Notification of Claim	Notification of claim means the process of intimating a claim to Us or TPA through any of the recognized modes of communication.
		A Medical practitioner is a person who holds a valid registration from the medical council of any
		state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set
39.	Physician / Medical	up by the Government of India or a State Government and is thereby entitled to practice
	titioner	medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
1100		And who is neither the life insured himself nor related to the life insured by blood or marriage.
		The term Medical Practitioner will include surgeons, anaesthetists, consultants, pathologists, radiologists, radiation oncologists and specialists.
		is the same date and month each year during the policy term as the date of commencement.
40.	Policy anniversary†	If the date of commencement is on 29th of February, the policy anniversary will be the last date
		of February.
A 1	Deliev de en t	means the policy schedule, policy booklet, endorsements (if any), Any subsequent written
41.	Policy document	agreements (if any) mutually agreed by you and us during the term of the policy also forms a part of the Policy document.
42.	Policy Schedule	is the document that sets out the details of your policy.
		is the owner of the policy and is referred to as the proposer in the proposal form. The policy
43.	Policyholder or Policy	owner need not necessarily be the same person as the life assured. In case of policies issued to
Own	ner†	minor life assured, the policy will vest in the name of life assured once the life assured attains
		majority. is the period from the date of commencement, to the date one day prior to the corresponding date
44.	Policy month	in the following calendar month or similar periods thereafter beginning from the dates in any
Form	41.4	Page 23 of 45 Policy Number

Form 414 Page 23 of 45 Policy Number

		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.	
		is the period between two consecutive policy anniversaries; by convention, this period includes	
45.	Policy year	the first day of the policy anniversary and excludes the next policy anniversary day.	
46.	Policy Term †	is the period, in years, during which the contractual benefits are payable.	
47.	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;	
48.	Premium paying term †	is the period, in years, over which premiums are payable.	
49.	Premium WaiverBenefit	means waiver of the policyholder's obligation to pay any further premiums on occurrence of certain conditions, as specified in this document, for a specified duration of time.	
50.	Pre-Existing Disease	Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.	
51.	Reviewability	means that the premium may be revised after each block of five years. The revised premiums would be based on our claim experience under the product subject to prior IRDAI approval. Claim experience refers to the company's experience under this product.	
52.	Revival	is the process of restoring the benefits under the policy which are otherwise not available due to lapsation of the policy on account of non-payment of premiums on due dates	
53.	Revival period	is a 2-year period from the due date of first unpaid premium.	
54.	Sum Assured †	is the sum assured as on the date of commencement of policy.	
55.	Sum Assured Reset Benefit (SA Reset Benefit)	After a period of 3 years from the date of valid Minor or Major Cancer claim, and if there is no further/subsequent diagnosis of Minor, Major or Advanced stage Cancer during the same period, the full Sum Assured will be restored provided the life assured had undergone cancer surgery or radiotherapy or chemotherapy or any medically acceptable and recognized treatment for previous cancer(s) subject to our satisfaction. This reset benefit will be payable irrespective of whether the nature of cancer diagnosed after 3 claims free years is the same as the earlier one for which claim has been settled or is an entirely different type of cancer.	
56.	Survival Period	shall mean the period of 5 days from the date of diagnosis of cancer during which the life assured must survive for the claim to be admitted – i.e. if cancer is detected, the life assured will have to survive the period specified as the Survival Period for the claim to be accepted as a valid claim. No Benefit is payable if the life assured dies within 5 days from the date of diagnosis.	
57.	Surrender	is the voluntary termination of the policy before the expiry of the policy term. There is no surrender value available under this policy.	
58.	Surrender Value	is the amount to be refunded, if any, to the Policyholder upon early and voluntary termination of the Policy. There is no surrender value available under this policy	
59.	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 is taken.	
60.	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.	
61.	Waiting Period	is the initial period of 180 days from the Date of Commencement of Risk or from the date on which the cover is restored/revived after the completion of revival process, whichever is later, during which if cancer occurs, no benefit will be payable. Claim during the Waiting Period (as defined under this policy) is excluded under the policy and will not be covered.	
62.	You, Your †	is the person named as the policyholder.	

Form 414 Page **24** of **45** Policy Number

The above definitions are provided only for the purpose of proper comprehension of the terms and 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.	Indian Rupees		
UIN	Unique Identification Number (allotted by IRDAI for this product)		
PPT	Premium Paying Term		
PWB	Premium Waiver Benefit		,
CIS	Carcinoma In Situ		

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



Form 414 Page **25** of **45** Policy Number

Part C

3. Base Policy Benefits

3.1. Cancer Benefits:

- 3.1.1. We shall pay cancer benefit on the diagnosis of cancer including carcinoma in situ (CIS) as per the definitions mentioned in this document and as per benefit structure chosen by you.
- 3.1.2. The benefit(s) is based on the stage of cancer diagnosed Minor, Major and Advanced.
- 3.1.3. Throughout the policy document, while carcinoma in-situ, cancer and its various stages are being referred to, you may refer to the 'Definitions' section for further understanding.
- 3.1.4. If you have chosen "Standard benefit structure" and provided the policy is in-force, then
 - 3.1.4.1. On the diagnosis of a minor stage cancer i.e. CIS or early stage cancer
 - 3.1.4.1.1. We will pay a lump sum benefit of 30% of the sum assured
 - 3.1.4.1.2. You can claim for one CIS and one early stage cancer during the term of the policy.
 - 3.1.4.1.3. We will waive five annual renewal premiums in case of first valid minor stage cancer claim.
 - 3.1.4.1.4. In case the outstanding policy term is less than five years, then premiums till the end of the policy term would be waived.
 - 3.1.4.1.5. In case the outstanding policy term is more than five years, you will have to continue to pay the renewal premiums after the "5-year renewal premium waiver" period is over
 - 3.1.4.1.6. The premium waiver will be effective from the next premium due date after the date of diagnosis of minor stage cancer.
 - 3.1.4.1.7. There is no premium waiver benefit on second minor stage claim.
 - 3.1.4.2. On the diagnosis of a major stage cancer
 - 3.1.4.2.1. We will pay lump sum benefit which will be equal to the of 100% of the sum assured less any claim(s) paid earlier
 - 3.1.4.2.2. You have the option to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit.
 - 3.1.4.2.2.1. The monthly income would be 1.20% of the sum assured.
 - 3.1.4.2.2.2. The first monthly income benefit would start from one month after the date of diagnosis.
 - 3.1.4.2.2.3. We will pay all the monthly income benefits due, but not paid, from date of diagnosis to date of acceptance of claim in a lump sum without any interest thereon.
 - 3.1.4.2.2.4. Once you opt for the monthly income benefit, the monthly benefit would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
 - 3.1.4.2.3. There is no further benefit after payment of major stage claim.
- 3.1.5. If you have chosen "Classic benefit structure" and provided the policy is in-force, then
 - 3.1.5.1. On the diagnosis of a minor stage cancer i.e. CIS or early stage cancer
 - 3.1.5.1.1. We will pay a lump sum benefit of 30% of the sum assured
 - 3.1.5.1.2. You can claim for once CIS and one early stage cancer during the term of the policy.

Form 414 Page **26** of **45** Policy Number

- 3.1.5.1.3. We will waive all future premiums till the end of the policy term in case of first valid minor stage claim.
- 3.1.5.1.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of minor stage cancer
- 3.1.5.2. On the diagnosis of a major stage cancer
 - 3.1.5.2.1. We will pay lump sum benefit which will be equal to the balance of 100% of the sum assured less any claim(s) paid earlier
 - 3.1.5.2.2. You have the option to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit
 - 3.1.5.2.2.1. The monthly income would be 1.20% of the sum assured.
 - 3.1.5.2.2.2. The first monthly income benefit would start from one month after the date of diagnosis.
 - 3.1.5.2.2.3. We will pay all the monthly income benefits due, but not paid, from date of diagnosis to date of acceptance of claim in a lump sum without any interest thereon.
 - 3.1.5.2.2.4. Once you opt for the monthly income benefit, the monthly benefit would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
 - 3.1.5.2.3. We will waive all future premiums till the end of the policy term, if any
 - 3.1.5.2.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of major stage cancer.
- 3.1.5.3. On the diagnosis of an advanced stage cancer
 - 3.1.5.3.1. We will pay a lump sum benefit which will be equal to balance of 150% of the sum assured less any claim(s) paid earlier
 - 3.1.5.3.2. There is no further benefit after payment of advanced stage claim.
- 3.1.6. If you have chosen "Enhanced benefit structure" and provided the policy is in-force, then
 - 3.1.6.1. On the diagnosis of a minor stage cancer i.e. CIS or early stage cancer
 - 3.1.6.1.1. We will pay a lump sum benefit of 30% of the sum assured
 - 3.1.6.1.2. You can claim for once CIS and one early stage cancer during the term of the policy.
 - 3.1.6.1.3. We will waive all future premiums till the end of the policy term in case of first valid minor stage claim.
 - 3.1.6.1.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of minor stage cancer.
 - 3.1.6.2. On the diagnosis of a major stage cancer
 - 3.1.6.2.1. We will pay lump sum benefit which will be equal to the balance of 100% of the sum assured less any claim earlier paid.
 - 3.1.6.2.2. You have the option to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit.
 - 3.1.6.2.2.1. The monthly income would be 1.20% of the sum assured.
 - 3.1.6.2.2.2. The first monthly income benefit would start from one month after the date of diagnosis.
 - 3.1.6.2.2.3. We will pay all the monthly income benefits due, but not paid, from date of diagnosis to date of acceptance of claim in a lump sum without any interest thereon.
 - 3.1.6.2.2.4. Once you opt for the monthly income benefit, the monthly benefit would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
 - 3.1.6.2.3. We will waive all future premiums till the end of the policy term, if any

Form 414 Page **27** of **45** Policy Number

- 3.1.6.2.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of major stage cancer.
- 3.1.6.3. On the diagnosis of an advanced stage cancer
 - 3.1.6.3.1. We will pay a lump sum benefit which will be equal to balance of 150% of the sum assured less any claim(s) paid earlier
 - 3.1.6.3.2. There is no further benefit after payment of advance stage claim.
- 3.1.6.4. We will restore the sum assured after a period of 3 years from the date of last diagnosis of a valid Minor or Major cancer claim and subject to no further diagnosis of Minor, Major or Advanced cancer during this period of 3 years provided the life assured had undergone cancer surgery or radiotherapy or chemotherapy or any medically necessary treatment for previous cancer(s).
- 3.1.6.5. This reset benefit will be payable irrespective of whether the cancer diagnosed after 3 claims free years is the same cancer for which claim benefits have been paid under the policy or an entirely different type of cancer.
- 3.1.6.6. The sum assured reset benefit is available only once during the policy term.

3.2. Death Benefit

3.2.1. There is no death benefit under the product.

3.3. Maturity Benefit

3.3.1. There is no maturity benefit under your policy.

3.4. Medical Second Opinion

- 3.4.1. You have the option to avail the service of medical second opinion from M/s Mediguide India, provided the policy is in-force and the life assured has been diagnosed with any of the covered cancer.
- 3.4.2. This service is provided by Mediguide India, an independent Company not affiliated to us.
- 3.4.3. The medical Second Opinions are not independent treatment or diagnosis and should not be solely relied upon as such.
- 3.4.4. The Physicians who provide the medical services contemplated by this Agreement do not have the benefit of information that would be obtained by examining the Member in person and observing his or her physical condition. Therefore, the Physician may not be aware of facts or information that would affect his or her opinion of the diagnosis or treatment alternatives or options.
- 3.4.5. To avail the medical second opinion option, you simply need to call on 0008000401647.
- 3.4.6. The Mediguide representative would contact you to facilitate the medical second opinion.
- 3.4.7. You will have to give consent to the release of your medical records and details for availing the service of obtaining medical second opinion.
- 3.4.8. We will not have access to your medical records and details shared by you with Mediguide India.
- 3.4.9. We will not have access to the second medical opinion unless you give consent for sharing the second medical opinion.
- 3.4.10. We shall not in any event be responsible for any actual or alleged errors or opinion made by the Medical Second Opinion or for any consequence of actions taken or not taken on the second opinion.
- 3.4.11. We do not provide any warranty or guarantee concerning any particular result or cure of the disease, medical condition, or incapacity.
- 3.4.12. In future, we may engage any other service provider to provide medical second opinion. In that case, we would notify you the same along with the procedure of obtaining the second opinion.

4. Premiums

- **4.1.** You have to pay the premiums on or before the premium due dates or within the grace period.
- **4.2.** 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.

Form 414 Page **28** of **45** Policy Number

- **4.3.** 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 premium.
- **4.4.** 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.
- **4.5.** The premium frequency can be changed only on a policy anniversary by sending a written request at least one month in advance.
- **4.6.** Change in premium frequency is subject to:
 - 4.6.1. Minimum premium requirement for the requested premium frequency
 - 4.6.2. Availability of the requested premium frequency on the day of change in premium frequency
 - 4.6.3. Payment of extra loading associated with changes in the mode of payment of premium from lower frequency to higher frequency, if any
 - 4.6.4. The then applicable Premium rates. If the request is received when the premiums are due for revision (once every five years), then the revised premium rates shall be applicable
- **4.7.** 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.
- **4.8.** If we receive any amount less than the installment premium, we will not adjust the said amount towards premium till you pay the balance of premium. Further no interest will be payable on such unadjusted amounts

5. Reviewability

- **5.1.** Your premiums under this policy are fixed for each block of five policy years, that is, the premium rates under this policy will be reviewed by us after each block of five policy years.
- 5.2. The premium may be revised based on our claim experience under the product subject to prior IRDAI approval.
- **5.3.** Claim experience refers to the company's experience on the whole and the premium revision is not based on your claim history alone.
- **5.4.** The revised premiums would continue to be based on your age at entry.
- **5.5.** We will give a notice of three months prior to such revision and we shall inform you the revised installment premium.
- **5.6.** You will have to pay the revised premium within 30 days from the due date.
- **5.7.** If you don't pay the premium within 30 days from the due date in case of revision in premium, then the policy would lapse.

6. Grace Period

- **6.1.** 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.
- **6.2.** You have a grace period of 15 days for monthly frequency.
- **6.3.** In case, the premium is due for revision then you have 30 days from the due dates to pay the revised premium irrespective of premium frequency mode chosen by you.
- **6.4.** Your policy will be treated as in-force during the grace period. However, in case of claims during the grace period and if the claim is found admissible, the outstanding premium shall be recovered from the claim amount.
- **6.5.** If you do not pay your due premiums before the end of grace period, your policy lapses.
- **6.6.** No benefits are payable under a lapsed policy.

Form 414 Page **29** of **45** Policy Number

Part D

7. Non-forfeiture Benefits

7.1. Paid-up Value

7.1.1. No Paid – up value is available under your policy.

7.2. Surrender Value

7.2.1. No Surrender Value is available under your policy.

8. Revival

- **8.1.** You can revive your policy within 2 years from the date of the First Unpaid Premium and before 6 months prior to the date of expiry of policy term, whichever is earlier, while the life assured is still alive.
- **8.2.** You should write to us during the revival period requesting revival.
- 8.3. You have to submit Good Health Declaration and satisfy other underwriting requirements, if any.
- **8.4.** We may accept or reject your revival request. We will inform you about the same.
- **8.5.** Revival will be subject to underwriting a fresh by us based on our Board approved underwriting policy.
- **8.6.** You have to pay all due premiums, not paid during the revival period, along with interest. The due premiums would include the applicable installment premium (inclusive of premium revision, if any). The Premium may be increased at the time of revival.
- **8.7.** The interest rate will be charged at a rate declared by us from time to time.
- **8.8.** You cannot revive your policy after the expiry of the revival period or within 6 months prior to the date of expiry of the policy term whichever is earlier.
- 8.9. Revival shall not be effective unless we accept the revival and intimate you the same in writing.

9. Claims

9.1. Death Claim

9.1.1. There is no death claim payable under the policy.

9.2. Claim on diagnosis of cancer including CIS

- 9.2.1. On diagnosis of cancer, the life assured or the policy holder or nominee should intimate the diagnosis of cancer of the life assured in writing, stating at least the policy number and the stage of the cancer claim.
- 9.2.2. We will require the following documents to process the claim:
 - 9.2.2.1. Copy of policy document
 - 9.2.2.2. Claimant's statement and claim forms in prescribed formats
 - 9.2.2.3. Treating doctor's certificate
 - 9.2.2.4. Proof of the diagnosis of cancer or CIS, satisfactory to our company including medical and histological reports, if any, called for
 - 9.2.2.5. Proof of the treatment undergone (cancer surgery or radiotherapy or chemotherapy or any medically necessary treatment) for previous cancer(s) in case of claim under sum assured reset benefit as defined under "Sum Assured Reset Benefit definition".
 - 9.2.2.6. Any other document as the company may require depending on type / cause of claim
- 9.2.3. Proof of Occurrence of Cancer
 - 9.2.3.1. Proof of occurrence of the insured event covered by this policy must be supported by:
 - 9.2.3.1.1. Appropriate Specialist Medical Practitioners registered in India (or other country approved by SBI Life), not being the policy owner, Life Insured or the respective partner or spouse or relatives
 - 9.2.3.2. Confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence,

Form 414 Page **30** of **45** Policy Number

SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V01)

- 9.2.4. The Company reserves the right to call for such medical examinations as it may require and for this purpose and may require the Life Assured to undergo further medical examinations by a Specialist appointed by the Company for this purpose or to undergo any diagnostic tests at any of the diagnostic centers authorized by our Company. We would bear the cost of such medical examinations. Any failure to provide the required proof or to submit to such medical examinations will result in rejection of the claim. In that event the Company shall not be liable to refund any premiums paid under this Policy.
- 9.2.5. However, in case the life assured is not in a position to undergo the required medical examination or diagnostic test at the diagnostic centers and he/she submits a genuine reason for the same, we would try to arrange for the diagnostic tests at his place of stay/residence to the extent possible or we may waive this requirement.
- 9.2.6. Claim under the policy may be filed with us within 90 days of date of diagnosis of cancer, as per the opted benefit structure.
- 9.2.7. 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.
- 9.2.8. We will pay the claim, if found admissible as per the benefits listed in Part C of this document.
- 9.2.9. We will not pay claim under this policy if the covered illness is diagnosed or any claim arises within the first 180 days from the date of commencement of risk or from the date of revival of policy, whichever is later. The policy shall terminate and no benefit shall be payable under the policy if the diagnosis is made or signs or symptoms (related to the diagnosed cancer) are first observed during the waiting period.
- 9.2.10. We will not pay any claim under this policy if the life assured does not survive for 5 days from the date of diagnosis.
- 9.2.11. We will not pay any claim under the policy in respect of any Minor stage cancer including CIS, Major stage cancer or Advanced stage Cancer resulting directly or indirectly from or caused or contributed by (in whole or in part) any exclusions as mentioned in this policy document.
- 9.2.12. In case you are the life assured, we will pay the claim to you. In case you are not in a position to receive the benefit, we will pay the benefit
 - 9.2.12.1. To your nominee or
 - 9.2.12.2. To your legal heir, if nomination is not valid
- 9.2.13.In case you are not the life assured, we will pay the claim to you. In case you are not in a position to receive the benefit , we will pay the benefit
 - 9.2.13.1. To the life assured
 - 9.2.13.2. To the nominee or
 - 9.2.13.3. To the legal heir of the life assured, if nomination is not valid
- 9.2.14. If there is any dispute on the title under the policy, the benefits shall be paid only to the person as certified by a court of competent jurisdiction.
- 9.2.15. We shall settle or reject a claim, as may be the case, within thirty days of the receipt of the last required document.
- 9.2.16. In the event of any delay on Our part in processing the claim, for a reason other than non-receipt of requisite documents or if the non-payment of claim is due to non-establishment of proper identification of the Claimant, then, We shall be liable to pay interest at a rate which is 2% (two percent) above the bank rate prevalent at the beginning of the financial year in which the claim is admitted by Us or such other interest rate as may be prescribed by IRDAI from time to time.

9.3. Maturity Claim

9.3.1. There is no maturity claim payable under the policy.

9.4. Surrender

9.4.1. There is no surrender value payable under the policy.

Form 414 Page **31** of **45** Policy Number

10. Termination

- **10.1.** Your policy will terminate on the earliest of the following:
 - 10.1.1. on free-look cancellation
 - 10.1.2. the date of death of the Life Assured
 - 10.1.3. on payment of below claim depending on the benefit structure chosen

Standard	ard Payment of major stage cancer claim	
Classic	Payment of advanced stage cancer claim	
Enhanced	Payment of advanced stage cancer claim	

- 10.1.4. on the expiry of the Revival Period if you have not revived your Lapsed Policy during revival period. However, the cover under this policy will terminate automatically if you fail to pay any renewal premium before the expiry of the grace period.
- 10.1.5. on cancellation/ termination of the Policy by Us on grounds of misrepresentation, fraud or nondisclosure established
- 10.1.6. on the date your policy term ends

11. Withdrawal

- **11.1.** We may withdraw this product.
- 11.2. However, your policy would continue as per terms and conditioned mentioned in this document.



Form 414 Page **32** of **45** Policy Number

Part E

12. Charges

12.1. Charges

12.1.1. Being a non-linked product, there are no explicit charges under this policy



Part F

13. General Terms

13.1. Free Look Period

- 13.1.1. 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.
- 13.1.2. 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.
- 13.1.3. We will then refund the premium paid after deducting the stamp duty and the proportionate risk premium with taxes as applicable for the period on cover.
- 13.1.4. You cannot revive, reinstate or restore your policy once you have returned your policy.

13.2. Waiting Period

13.2.1. Initial waiting period of 180 days is applicable i.e. No claims would be admitted within the initial waiting period of 180 days from the date of commencement of risk or date of revival whichever is later.

13.3. Survival Period

13.3.1. Survival Period of 5 days is applicable, i.e. for a claim to be valid, that is, the life assured should have survived for a period of at least 5 days from the date of diagnosis.

13.4. Suicide Exclusion

13.4.1. This exclusion is not applicable.

13.5. Other Exclusions

- 13.5.1. The following exclusions are applicable to the benefits provided under the Policy:
- 13.5.2. The policy shall terminate and no benefit shall be payable under the policy if the diagnosis or signs or symptoms (related to the diagnosed cancer) are first occurred during the waiting period.
- 13.5.3. No benefit shall be payable under the policy in respect of any Minor stage cancer including CIS, Major stage cancer or Advanced stage Cancer resulting directly or indirectly from or caused or contributed by (in whole or in part):
 - 13.5.3.1. Sexually Transmitted Diseases AIDS or HIV.
 - 13.5.3.2. Any pre-existing cancer including carcinoma in situ...
 - 13.5.3.3. Nuclear, biological or chemical contamination (NBC),

13.6. Policy Loan

13.6.1. You are not entitled to any loan under this policy.

13.7. Nomination

- 13.7.1. Nomination would be as per provisions of Section 39 of the Insurance Act, 1938, as amended from time
- 13.7.2. If you are the life assured then you have to make the nomination
- 13.7.3. If you are not the life assured, then the life assured can make the nomination 13.7.4. 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.
- 13.7.5. You may cancel or change the existing nomination.
- 13.7.6. Your nomination should be registered in our records so as to make it binding on us.
- 13.7.7. 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 – (I) for reference]

Form 414 Page 34 of 45 Policy Number

SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V01)

13.8. Assignment

13.8.1 Assignment would be as per provisions of Section 38 of the Insurance Act 1938, as amended from time to time.

13.9. Non – disclosure

- 13.9.1. We have issued your policy based on the statements in your proposal form, personal statement and declaration.
- 13.9.2. 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.
- 13.9.3. We will pay the amount payable as per section 45 of the Insurance Act, 1938, as amended from time to time, if any, as on the date of repudiation of your claim.

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

13.10. Misstatement of age

- 13.10.1. If we find that the actual age of the life assured is different from that mentioned in the proposal form, we will check his/her eligibility for the insurance cover as on the date of commencement.
- 13.10.2. If eligible,
 - 13.10.2.1. If the actual age is found to be higher, you have to pay the difference in premiums along with interest.
 - 13.10.2.2. We will terminate your policy if you do not pay the difference in premiums and applicable interest.
 - 13.10.2.3. If the correct age is found to be lower, we will refund the difference in premiums without any interest
- 13.10.3. If the life assured is not eligible for the policy as per his/her actual age,
 - 13.10.3.1. We will terminate your policy.

13.11. Taxation

- 13.11.1. 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.
- 13.11.2. 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 Please consult your tax advisor for details.

13.12. Date formats

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

13.13. Electronic transactions

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

13.14. Communications

- 13.14.1. We will communicate to you in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 13.14.2. 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.
- 13.14.3. You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 13.14.4. Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre at the address below:

7th Level (D Wing) & 8th Level, Seawoods Grand Central,

Tower 2, Plot No. R-1, Sector 40, Seawoods,

Nerul Node, Navi Mumbai - 400 706

Dist. Thane, Maharashtra

Telephone No.: + 91 - 22 - 6645 6785

Form 414 Page **35** of **45** Policy Number

E-mail: info@sbilife.co.in

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



Form 414 Page **36** of **45** Policy Number

14. Complaints

14.1. Grievance redressal procedure

- 14.1.1. If you have any query, complaint or grievance, you may approach any of our offices.
- 14.1.2. You can also call us on our toll-free number: 1800 267 9090 (9 am to 9 pm).
- 14.1.3. If you are not satisfied with our decision or have not received any response within 10 business days, you may write to us at:

Head - Client Relationship,

SBI Life Insurance Company Limited

7th Level (D Wing) & 8th Level, Seawoods Grand Central,

Tower 2, Plot No. R-1, Sector 40, Seawoods,

Nerul Node, Navi Mumbai - 400 706

Dist. Thane, Maharashtra

Telephone No.: +91 - 22 - 66456785

E-mail Id: info@sbilife.co.in

E-mail id (health insurance related claims for senior citizens): <helpsc@sbilife.co.in>

- 14.1.4. 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, as per rules. You can make the complaint to the Ombudsman as per provision 13 of the said rules. The relevant provisions have been mentioned in the section "Relevant Statutes".
- 14.1.5. The address of the Insurance Ombudsman and the Redressal of Public Grievances Rules, 1998, 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 (Maharashtra and Goa)

3rd Floor, Jeevan Seva Annexe,

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

Mumbai – 400 054.

Telephone No.: +91 - 22 - 26106552 / 26106960

Fax No.: +91 - 22 - 26106052

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

- 14.1.6. We have also enclosed a list of addresses of insurance ombudsmen.
- 14.1.7. 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
- 14.1.8. The postal address of IRDAI for communication for complaints by paper is as follows: Consumer Affairs Department, Insurance Regulatory and Development Authority of India, SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad 500032

15. Relevant Statutes

15.1. Governing laws and jurisdiction

15.1.1. 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.

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

(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

Form 414 Page **37** of **45** Policy Number

SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V01)

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 penalty which may extend to ten lakh rupees.

15.3. 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]

15.4 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 InsuranceRegulatory 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 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the
- 2. The Ombudsman shall act as counsellor 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 conflictof interest.
- 4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or disputerelating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint ordispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Rule 14.

15.5 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 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

Part G

SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V01)

- 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 ifthe 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 bethe 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.



Ombudsman_02.04.1

15.6 Protection of Policyholders' Interest

The IRDAI (Protection of Policyholders' Interest) Regulation, 2017 is complimentary to any other regulations made by IRDAI, which, inter alia, provide for protection of the interest of the policyholders. The provisions of this regulation 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 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 authorized 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 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 favor 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 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.

[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]

