Part A SBI Life – Saral Swadhan + Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

Part A

WELCOME LETTER

Date: <<dd/mm/yyyy>>

\To,

Customer No. : << >>

Policy No. : << >>

Product Name : << SBI Life – Saral Swadhan +>>

UIN : << 111N092V03 >>

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.

Please note that you have opted for a << Limited/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>> and Facilitator <<Facilitator Name / Code / Contact Details>>
- 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 as a part of the Policy booklet:
 - 4.1 Policy Document.
 - 4.2 First Premium Receipt.
 - 4.3 Copy of proposal form signed by you.
 - 4.4Copy of KYC and other documents as follows:

| Particulars | Documents Received |
|--|--------------------|
| Age Proof | Dodinione Hooding |
| Identity Proof | |
| Address Proof | |
| Consent & Revised Benefit Illustration | |
| Medical Reports | |

- 5. In case of any clarification/discrepancy, Call us toll free on our customer service helpline 18002679090 or email us at info@sbilife.co.in, also you may visit us at www.sbilife.co.in
- 6. Register on our Customer Self Service Website http://mypolicy.sbilife.co.in to avail various online services available.
- All your servicing requests should be submitted only to your local SBI Life service branch as mentioned above or your nearest SBI Life branch.
- 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 onetime password. Please visit our website for details.

Please check all details. Please make sure that the policy document is kept safely.

Free Look Option

You can review the terms and conditions of the policy, within 15 days, from the date of receipt of the policy document, for policies other than electronic policies and policies sourced through any channel other than Distance Marketing and within 30 days, from the date of receipt of the policy document, for electronic policies and policies sourced through Distance Marketing, from the date of the receipt of the policy document and if you disagree with any of the terms and conditions, you have the option to return the policy seeking cancellation of the policy, stating the reasons for your objection. Premiums paid by you will be refunded after deducting stamp duty and cost of medical expenses incurred, if any, and applicable tax and/or any other statutory levies/duty/surcharges. The proportionate risk premium along with the applicable tax and/or any other statutory levies/duty/surcharges for the period of cover will also be deducted.

The Free look period applicable under this policy is <<15/30>> days. Your request for cancellation of this policy under the free look option must reach your nearest SBI Life Office within a period of <<15/30>> days

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

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Part A SBI Life – Saral Swadhan + Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

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 ambiguity or conflict between these two versions, the English version shall prevail.



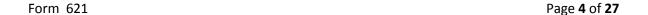
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Welcome Letter - Regional Language



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Part A SBI Life – Saral Swadhan + Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

KEY FEATURE DOCUMENT

Congratulations on your purchase. SBI Life – Saral Swadhan +(UIN: 111N092V03) offers you <<Benefit summary>>

| 1 | Aim of policy | |
|----|------------------------|--|
| 2 | Benefits of the policy | |
| 3 | Other benefits | |
| 4 | Policy | |
| | Surrender | |
| 5 | Paid Up Value | |
| 6 | Loans on the | |
| | Policy | |
| 7 | Exclusions | |
| 8 | Grace period | |
| 9 | Revival | |
| 10 | Free look | |
| | provision | |
| 11 | Tax | |
| 12 | Claim | |

Note: This document 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 Key Features Document and the terms and conditions of the policy document, the terms and conditions of the Policy Document shall prevail.

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SBI Life Insurance Company Limited

Registration Number: 111 Regulated by IRDAI

Policy Document

SBI LIFE -SARAL SWADHAN +

UIN: 111N092V03

(An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium)

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)

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

Policy Preamble

Welcome to your *SBI Life* – **Saral Swadhan** + 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 111N092V03.

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 – Saral Swadhan + provides a package of insurance solution. In return for your premiums we will provide benefits as described in the following pages of the policy document. The benefits available under this policy are subject to the payment of premiums as and when due.

Your Policy is an individual, non-linked, non-participating, life insurance savings product with return of premium. The benefits will be paid to the person(s) entitled as set out in the policy document, on proof to our satisfaction, of such benefits having become payable and of the title of the persons claiming the payments. Please communicate any change in your mailing address or any other communication details as soon as possible.

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

<< Insurance Advisor/ Facilitator>> Details: <<name>> <<code>>

<< mobile number/landline number if mobile not available>>

| Proposal No. << from the proposal form Proposal Date << dd/um/yyyy >> | << mobile number/ landline number if mobile not available>> | | | | | |
|--|---|--|---|----------------------------------|---------|------------------------------------|
| Policy Number | Policy Schedule | | | | | |
| Proposal No. | Identification | | | | | |
| Name of the Life Assured Stritle First Name Surname of the Life assured Mailing Address | Policy Number | << as allotted | c as allotted by system >> Customer ID << as allotted by system >> | | | |
| Name of the Life Assured | Proposal No. | << from the | proposal form >> | Proposal Date | | << dd/mm/yyyy >> |
| Name of Proposer / Policyholder Life Assured Policyholder Date of Birth Age at entry Cender Telephone Number with STD Code: < 022 1111 1111> Nomination Name of the Nominee(s) Relationship with the Life assured Age Percentage of entitle Name of the Appointee(s) Relationship with Nominee Age Important Dates Date of commencement of policy Policy anniversary date Due date of last premium Code: < 020 Jimportant Dates Date of commencement of policy Policy anniversary date Due date of last premium Rasic Policy Information & Premium Details Policy Term Premium Payment Term Value Address for communication Address for communica | Personal Information | | | | | |
| Life Assured Policyholder | Name of the Life Assured | << Title / | First Name / Surn | ame of the Life assured >> | | |
| Date of Birth Age at entry Gender Cender Telephone Number with STD Code: < 022 1111 1111> Nomination Name of the Nominee(s) Relationship with the Life assured Relationship with Nominee Age Important Dates Date of commencement of policy Policy anniversary date Due date of last premium Due date of last premium Basic Policy Information & Premium Details Policy Term Premium Payment Term Value / Female Third Gender And / Female/Third Gender Mobile Number: < >> Mobile Number: < >> Mobile Number: < >> Mobile Number: < >> Percentage of entitle Date of commencement of risk Age Premium due dates Age Age Age Premium due dates Age Premium frequency Yearly Premium Payment Term Vears Premium Frequency Yearly Premium Payment Term Vears Name of the Appointee(s) Relationship with Nominee Age Premium frequency Yearly Yearly | Name of Proposer / Policyholder | r << from t | he proposal form | >> | <<. | Address for communication >> |
| Age at entry Age at entry | | Lif | e Assured | Policyholder | | |
| Gender Telephone Number with STD Code: << 022 1111 1111> Nomination Name of the Nominee(s) Name of the Appointee(s) Relationship with Nominee Relationship with Nominee Age Important Dates Date of commencement of policy Policy anniversary date Due date of last premium Basic Policy Information & Premium Details Policy Term Premium Payment Term Age Whale Female/Third Gender> Behail ID of the policyholder: Behail ID of the policyholder: Behail ID of the proposer Mobile Number: <>>> Mobile Number: <>>> Mobile Number: <>>> Precentage of entitle definition in the proposer Age Premium Name of the Appointee(s) Date of commencement of risk odd/mm/yyyy >>> Date of commencement of risk odd/mm/yyyy >>> Premium due dates of last premium Basic Policy Information & Premium Details Policy Term Premium Payment Term O years Premium frequency Sum Assured (*) | Date of Birth | << dd. | /mm/yyyy >> | << dd/mm/yyyy >> | | |
| Gender Ge | Age at entry | | | | | |
| Telephone Number with STD Code: < 022 1111 1111>> | | << Male | / Female / Third | | | |
| Code: < 022 1111 1111>> proposer > Nomination Name of the Nominee(s) Relationship with the Life assured Age Percentage of entitle Name of the Appointee(s) Relationship with Nominee Age Important Dates Date of commencement of policy Odd/mm/yyyy Date of commencement of risk Odd/mm/yyyy > Policy anniversary date Odd/mm> Premium due dates Odd/mm/yyyy > Date of maturity of policy Odd/mm/yyyy > Odd/mm/yyyy > Date of maturity of policy Odd/mm/yyyy > Odd/mm/yyyy > Date of maturity of policy Odd/mm/yyyy > Odd/mm/ | | | | | | |
| Nomination Name of the Nominee(s) Relationship with the Life assured Name of the Appointee(s) Relationship with Nominee Age Important Dates Date of commencement of policy Policy anniversary date Due date of last premium Age Date of maturity of policy Date of maturity of policy Basic Policy Information & Premium Details Policy Term Premium Payment Term Vears Premium Payment Term Name of the Nominee(s) Relationship with the Life assured Age Percentage of entitle Age Date of commencement of risk Add/mm/yyyy Date of commencement of risk Add/mm/yyyy Date of maturity of policy Age Ved/mm/yyyy Premium frequency Yearly Sum Assured (`) Vearly | | | E-Mail ID of the policyholder: << E-Mail ID of the Mobile Number: << >> | | | |
| Name of the Nominee(s) Relationship with the Life assured Relationship with Nominee Age Important Dates Date of commencement of policy Policy anniversary date Due date of last premium Age Date of maturity of policy Date of maturity of policy Premium frequency Premium Payment Term Premium Payment Term Relationship with the Life assured Age Percentage of entitle Age Percentage of entitle Age Date of commencement of risk Age Premium due dates Premium due dates Age Premium due dates Premium frequency Yearly Sum Assured (`) | | proposer | proposer >> | | | |
| Name of the Appointee(s) Relationship with Nominee Age Important Dates Date of commencement of policy Policy anniversary date Due date of last premium Policy Information & Premium Details Policy Term Premium Payment Term Policy Term Premium Payment Term Policy Term Policy Sum Assured (*) Relationship with Nominee Age Date of commencement of risk Add/mm/yyyy Date of commencement of risk Add/mm/yyyy Date of maturity of policy Age Premium due dates Age Premium due dates Premium frequency Yearly Sum Assured (*) | | | | | | |
| Important Dates Date of commencement of policy | Name of the Nominee | (s) | Relationship | with the Life assured | Age | Percentage of entitlement |
| Important Dates Date of commencement of policy | | | | | | |
| Date of commencement of policy Policy anniversary date Due date of last premium Premium due dates Premium due dates Out of maturity of policy Basic Policy Information & Premium Details Policy Term Premium Payment Term Premium Payment Term Page of commencement of risk Ved/mm/yyyy >> Date of commencement of risk Ved/mm/yyyy >> Premium due dates Ved/mm/yyyy >> Date of maturity of policy Ved/mm/yyyy >> Premium frequency Sum Assured (`) Vearly | Name of the Appointed | (s) | Relationsl | nip with Nominee | Age | |
| Date of commencement of policy Policy anniversary date Due date of last premium Premium due dates Premium due dates Oute of maturity of policy Basic Policy Information & Premium Details Policy Term Premium Payment Term Premium Payment Term Page 10 years Date of commencement of risk Premium due dates Premium due dates Premium due dates Premium due dates Premium fiequency Sum Assured (`) Sum Assured (`) Premium Payment Term Premium Pa | | | | | | |
| Policy anniversary date | Important Dates | | | | | |
| Due date of last premium dd/mm/yyyy Date of maturity of policy < <dd mm="" th="" yyyy<=""> Basic Policy Information & Premium Details Policy Term years Premium frequency Yearly Premium Payment Term Sum Assured (`) << >></dd> | Date of commencement of polic | y << dd/mn | n/yyyy>>> | Date of commencement of | of risk | << dd/mm/yyyy >> |
| Basic Policy Information & Premium Details Policy Term | Policy anniversary date | | | << dd/mm/yyyy >> | | |
| Policy Term Years Premium frequency Yearly Premium Payment Term 10 years Sum Assured (`) << >> | Due date of last premium | dd/mm/yyyy >> | | << dd/mm/yyyy >> | | |
| Policy Term Years Premium frequency Yearly Premium Payment Term 10 years Sum Assured (`) << >> | Basic Policy Information & Pren | nium Details | | | | |
| | | | | | Yearly | |
| | Premium Payment Term | | | << >> | | |
| Total Installment Premium (`) < This cell would give premium net of staff rebate, if any >> | | Premium (`) << This cell would give premium net of staff rebate, if any >> | | | | |
| 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 provisions of the prevalent tax law will be borne by us | | | | ified by the Central and/or Stat | e Gover | nment from time to time as per the |

provisions of the prevalent tax law will be borne by us.

Applicable clauses, if any

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Part A SBI Life – Saral Swadhan + Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

| Signed for and on behalf of SBI Life Insurance Compa | any Limited, | |
|--|--------------|-------|
| | Name: | |
| | Designation: | |
| Authorised Signatory | 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>>).

<< Digital Signature >> (Signature)
Proper Officer

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

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Policy Booklet 1 Definitions 12 2 3 Premiums _______15 4 5 6 7 Claims 17 8 9 Termination _______18 10 General Terms 18 Charges 19 11 12 Complaints 22 13 Relevant Statutes 23 14

Part C SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

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

1 Definitions

These definitions apply throughout your policy document.

The definitions are listed alphabetically.

| | nitions are listed alph | • | | |
|-----|-------------------------------------|---|--|--|
| | Expressions | Meanings | | |
| 1. | Age | is the age last birthday; i.e., the age in completed years. | | |
| 2. | Age at entry | is the age last birthday as on the date of commencement of your policy. | | |
| 3. | Annualized Premium | is the premium amount payable in a policy year, chosen by the policyholder excluding the taxes, underwriting extra premiums, if any. | | |
| 4. | Appointee | is the person who is so named in the proposal form or subsequently changed by an endorsement, who has been authorized by the policyholder to give a valid discharge to the policy monies in case of the death of the life assured before the end of policy term while the nominee is a minor. | | |
| 5. | Assignee | is the person to whom the rights and benefits are transferred by virtue of assignment under section 38 of the Insurance Act, 1938, as amended from time to time | | |
| 6. | Beneficiary | the individual(s) or organization(s) nominated by the policy owner to receive all or part of the insurance benefits under the provisions of your policy. The Beneficiary is specified in the Application Form, the policy schedule and other written agreements of your policy, if any. | | |
| 7. | Birthday | is the conventional Birthday. If it is on 29th February, it will be considered as falling on the last day of February | | |
| 8. | Date of commencement of policy/risk | is the date from which the insurance benefits under this policy are available. | | |
| 9. | Date of maturity of policy | is the date on which the Policy benefits, if not previously invoked due to the contingencies covered (e.g. death), terminate on the expiry of the Policy term. | | |
| 10. | Death benefit | is the benefit payable on the death of the life assured, as stated in the policy document | | |
| 11. | Endorsement | is a document indicating any change in any of the terms and conditions of your policy, agreed to or issued by us, in writing | | |
| 12. | 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 | | |
| 13. | 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 condition of the policy. | | |
| | Grace period | is the time granted by us from the due date for the 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. | | |
| 15. | Guaranteed Surrender Value | is the minimum guaranteed amount of Surrender Value of the Policy, if any, payable to the policyholder on the surrender of the Policy. | | |
| 16. | In-force | is the status of the policy when all the due premiums have been paid upto date. | | |
| | Installment premium | is the amount of money payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. This does not include applicable taxes. | | |
| 18. | Insurance Cover | means coverage for Insured Event. On occurrence of the insured event, the contingent benefits are payable to the Policyholder or Nominee or legal heir, as the case may be, and the insurance cover will cease thereafter. | | |
| 19. | Insured Event | The life assured is covered for death throughout the term of the policy, provided the policy is in force. | | |

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Part C SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

| Expressions | Meanings | | |
|---------------------------------------|--|--|--|
| 20. Lapse | is the status of the policy when a premium is not paid before the end of grace period. | | |
| 21. Legal Heir | means the person(s) legally eligible to receive the insurance benefits under the provisions of the policy. | | |
| 22. Life assured | is the person in relation to whose life, insurance and other benefits are granted. | | |
| 23. Limited Premium | is the Installment Premium payable over the Premium Payment Term at the chosen Premium Frequency. | | |
| 24. Minor | is a person who has not completed 18 years of age. | | |
| 25. Nominee | is the person who is named as the nominee in the proposal form or subsequently changed by endorsement, as per section 39 of the Insurance Act, 1938, as amended from time to time who has been 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. | | |
| 26. Non-participating | means that your policy does not have a share in our profits. | | |
| 27. Paid-up | is the status of the policy if premiums have been paid for at least 2 consecutive years. and thereafter premiums have not been paid within the grace period. | | |
| 28. Paid-up Sum Assured | Is equal to the basic sum assured multiplied by number of installment premiums paid divided by total number of installment premiums payable under your policy, if policy is in paid-up status. | | |
| 29. Policy anniversary | is the same date each year during the policy term as the date of commencement. If the date of commencement is on 29th of February, the policy anniversary will be the last date of February. | | |
| 30. Policy document | means the policy schedule, policy booklet, endorsements (if any), other written agreements (if any) mutually agreed by you and us during the time your policy takes effect. | | |
| 31. Policy Schedule | is the document that sets out the details of your policy. | | |
| 32. Policyholder or | is the owner of the policy and is referred to as the proposer in the proposal form. The | | |
| Policy Owner | policy owner need not necessarily be the same person as the life assured. | | |
| 33. Policy year | is the period between two consecutive policy anniversaries; by convention, this period includes the first day of the policy anniversary and excludes the next policy anniversary day. | | |
| 34. Policy term | is the period, in years, during which the contractual insurance benefits are payable. | | |
| 35. Premium frequency | is the period between two consecutive premium due dates for regular/limited premium policy; the premium frequency can only be Yearly. | | |
| 36. Premium payment term | is the period, in years, for which premiums are payable. | | |
| 37. Revival | is the process by which the benefits lost under a lapsed policy, are restored. | | |
| 38. Revival period | is a period of 5 consecutive years from the due date of first unpaid premium. | | |
| 39. Sum Assured | is the insurance amount offered by us at the time of the inception of policy. | | |
| 40. Surrender | is the complete termination of the policy by the policyholder before the expiry of the policy term | | |
| 41. Surrender Value | is the amount payable, if any, to the Policyholder upon Surrender of the policy by the Policyholder, in accordance with the terms and conditions of the policy. | | |
| 42. Total Premiums Received / Paid | is the total of all the premiums received, excluding any extra premium and taxes. | | |
| 43. Underwriting | is the process of assessment of risk in respect of the life to be insured. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium is taken. | | |
| 44. We, Us, Our | SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority of India (IRDAI). The registration number allotted by the IRDAI is 111. | | |
| 45. You, Your | is the person named as the policyholder. | | |

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Part C SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

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) |

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



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PART C

3 Policy Benefits

3.1 Death Benefits

- **3.1.1** If the policy is in-force status as on the date of death of the life assured and if the claim is found admissible, we will pay the benefit in a manner as stated below:
- **3.1.1.1** We will pay a lump sum payment equal to the sum assured on death to the beneficiary.
- **3.1.1.2** Sum assured on death, where sum assured on death would be higher of
 - **3.1.1.2.1** Basic Sum Assured (SA) or
 - **3.1.1.2.2** 10 times of annualized premium or
 - **3.1.1.2.3** 105% of the total Premiums received upto the date of death

If the policy is in paid-up status as on the date of death of the life assured, we will pay the death benefit equal to the paid-up sum assured .

3.2 Maturity Benefit

- **3.2.1** In case of survival of the Life assured till the end of the policy term, we will pay the maturity benefit in a manner as stated below:
- **3.2.1.1** If the policy is in-force status as on the date of maturity
 - **3.2.1.1.1** 100% of the total premiums paid in case you have chosen policy term of 10 years.
 - **3.2.1.1.2** 115% of the total premiums paid in case you have chosen a policy term of 15 years.
- **3.2.1.2** If the policy is in paid-up status as on the date of maturity, we will pay you
 - **3.2.1.2.1** 100% of the total premiums paid in case you have chosen policy term of 10 years.
 - **3.2.1.2.2** 115% of the total premiums paid in case you have chosen a policy term of 15 years.

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. There is no obligation on the company to send the renewal premium notices.
- **4.3** Applicable Taxes and/or any other statutory levy/ duty/ surcharge on your premiums, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax law will be borne by us.
- 4.4 If we receive any amount in excess of the required premium, we will refund the excess.
- 4.5 You should pay the premium in full always. However, if we receive any amount less than the required premium, we will not adjust the same towards the renewal premium due till you pay the balance of premium. We will not pay any interest on this amount.

5 Grace Period

- 5.1 You can pay your premiums within a grace period of 30 days from the due date.
- Your policy will be treated as in-force during the grace period, however, your liability to pay the renewal premium due shall continue.
- 5.3 If you do not pay your due premiums before the end of grace period, your policy lapses.

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PART D

6 Non-forfeiture Benefits

6.1 Surrender Benefit

- **6.1.1** You may surrender your policy anytime during the policy term, provided at least two consecutive policy years's premiums are fully paid
- **6.1.2** We will pay you the higher of Guaranteed Surrender Value (GSV) or Non-Guaranteed Special Surrender Value (SSV) if you decide to surrender your Policy.
- **6.1.3** The Guaranteed Surrender Value (GSV) will be equal to GSV factors multiplied by the total premiums paid.
- **6.1.4** The GSV factors for various premium durations are given below:

| Policy Year/ Policy Term | % of total | premium |
|--------------------------|------------|---------|
| (in Yrs) | 10 | 15 |
| 1 | 0% | 0% |
| 2 | 30% | 30% |
| 3 | 35% | 35% |
| 4 | 50% | 50% |
| 5 | 50% | 50% |
| 6 | 50% | 50% |
| 7 | 50% | 50% |
| 8 | 70% | 56% |
| 9 | 90% | 61% |
| 10 | 90% | 67% |
| 11 | - | 73% |
| 12 | - | 79% |
| 13 | - | 84% |
| 14 | - | 90% |
| 15 | - | 90% |

- **6.1.5** The SSV for a policy will depend on the policy term and the duration elapsed at the time of surrender.
- **6.1.6** SSV will be derived by multiplying Paid-Up Maturity value with SSV Factors, where Paid-Up Maturity value is 100% and 115% of total premiums paid for policy term 10 years and 15 years respectively.
- **6.1.7** The surrender of the policy shall extinguish all rights and benefits under your policy.

6.2 Paid-up Benefit

- **6.2.1** Your regular/limited premium policy will acquire paid up value if all the premiums have been paid for at least first 2 consecutive years and thereafter premiums have not been paid within the grace period.
- **6.2.2** Paid up sum assured on death is equal to basic sum assured reduced to the same proportion as the ratio of the number of premiums paid to the total number of of premiums payable under your policy.
- **6.2.3** Maturity benefit for paid-up policy will be as follows:
- **6.2.3.1** 100% of the total premiums paid in case you have chosen a policy term of 10 years.
- **6.2.3.2** 115% of the total premiums paid in case you have chosen a policy term of 15 years.
- **6.2.4** You may terminate your paid-up policy before maturity by surrendering the policy for surrender value.

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Part D SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03)

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

6.2.5 If you have not paid premiums for at least two consecutive years, 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 Revival

- **7.1** If premiums are not paid within the grace period, your policy lapses. No benefits are then payable under your policy other than those mentioned under non-forfeiture benefits.
- 7.2 You can revive your policy during its revival period of 5 consecutive years from the date of the first unpaid premium.
- 7.3 You should write to us during the revival period for reviving the policy.
- 7.4 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.
- 7.5 We may accept or reject your revival request. We will inform you about the same. Your policy shall not be treated as revived or reinstated automatically unless you receive a written communication from us stating the same.
- 7.6 You have to pay all due premiums, not paid during the revival period, along with interest.
- 7.7 The company policy currently is based on the nominal interest rate per annum and is 250 basis points greater than the benchmark yield of Repo Rate as on 1st April of each of the Financial Year and it will be compounding on a half-yearly basis. The repo rate as on 1st April 2021 is 4.00%.
- 7.8 The interest rate will be charged at a rate declared by us from time to time.
- 7.9 You cannot revive your policy after the revival period.
- **7.10** Revival is not automatic and shall not be effective unless we accept the revival and intimate you the same in writing.

8 Claims

8.1 Death Claim

- **8.1.1** The policyholder, nominee or the legal heir, as the case may be, should intimate the death of the life assured in writing, stating at least the policy number, cause of death and date of death.
- **8.1.2** We will require the following documents to process the claim:
 - Original policy document
 - Original death certificate from municipal / local authorities
 - Claimant's statement and claim forms in prescribed formats
 - Any other documents including post-mortem report, first information report where applicable
- **8.1.3** Claim under the policy may be filed with us within 90 days of date of claim event.
- **8.1.4** However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, We, 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.
- **8.1.5** We will pay the claim, if found admissible, to the assignee, if the policy is assigned.
- 8.1.6 If the policy is not assigned, and
- **8.1.6.1** you are the life assured, we will pay
 - **8.1.6.1.1** the nominee, if the nominee is not a minor
- **8.1.6.2** the appointee, if the nominee is a minor
- **8.1.6.3** your legal heir, if there is no nomination or if nomination is not valid.
- **8.1.6.4** you are not the life assured, we will pay you or your legal heir
- **8.1.7** We may ask for additional information related to the claim.
- **8.1.8** You can claim only once under this plan.
- **8.1.9** For any claim related assistance, call us at our Claims Helpline on Toll free Number 18002679090

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Part D SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03)

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8.2 Maturity Claim

- **8.2.1** You are required to submit the original policy document and the discharge form to any of our offices.
- **8.2.2** If you assign your policy, we will pay claim to the Assignee.
- **8.2.3** If the policy is not assigned, we will pay the claim to you.

8.3 Surrender

- **8.3.1** We will require the original policy document and discharge form to process the surrender request.
- **8.3.2** If the policy is assigned, we will pay the assignee, the surrender value.
- **8.3.3** If the policy is not assigned, we will pay the surrender value to
- **8.3.3.1** you
- **8.3.3.2** your legal heir/beneficiary, in the case of death of the life assured subsequent to surrender request but before payment.

9 Termination

9.1 Termination of your policy

Your policy will terminate at the earliest of the following:

- **9.1.1** On payment of death benefit, or
- **9.1.2** On the date of maturity of the policy, or
- **9.1.3** On payment of surrender value, or
- **9.1.4** On payment of free-look cancellation amount, or.
- **9.1.5** On your policy being in a lapsed status without acquiring any paid up value and after expiry of the revival period. However, death cover will terminate on non-payment of due premium, after the expiry of the grace period, provided the policy hasn't acquired paid up value.

10 General Terms

10.1 Free-look period

- **10.1.1** If you have purchased an electronic policy or a policy through distance marketing channel, you have 30 days from the date of the receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy for cancellation stating the reasons for objection.
- **10.1.2** If you have purchased the policy through a channel or mode other than that mentioned in 10.1.1 above, you have 15 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 for cancellation stating the reasons for objection.
- **10.1.3** We will then refund the premium paid after deducting the stamp duty paid and medical expenses, incurred, if any, and applicable tax and/or any other statutory levies/ duty/ surcharges
- **10.1.4** The proportionate risk premium, along with the applicable tax and/or any other statutory levies/duty/surcharges, for the period of cover will also be deducted
- 10.1.5 You cannot revive, reinstate or restore your policy once you have returned your policy.

10.2 Suicide exclusion

10.2.1 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, your nominee or beneficiary shall be entitled to at least 80% of the total premiums paid till the date of death or the surrender value available as on the date of death whichever is higher, provided the policy is in force.

10.3 Policy loan

Your policy will not be eligible for any loan.

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Part E SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03) An Individual, Non-Linked, Non-Participating, Life Insurance Savings Product with Return of Premium

| PART E |
|------------|
| |
| 11 Charges |

11.1 Charges

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



PART F

12 General Terms - Miscellaneous

12.1 Nomination

- **12.1.1** If you are the policyholder and the life insurance cover is on your own life, you may, when affecting the policy or at any time before the policy matures for payment, nominate person or persons to whom the money secured by the policy shall be paid in the event of the death of the life assured.
- **12.1.2** 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.
- **12.1.3** You may cancel or change the existing nomination.
- **12.1.4** 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.
- 12.1.5 Your nomination should be registered in our records so as to make it binding on us.
- **12.1.6** 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 38 & Section 39 is enclosed as Annexure – I & II, respectively for reference.]

12.2 Assignment

- **12.2.1** You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- **12.2.2** 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.
- **12.2.3** You may refer a claim to the Insurance Regulatory and Development Authority of India within 30 days of receipt of our communication intimating you about our declining to act upon the transfer or assignment of your policy.
- 12.2.4 You may assign your policy wholly or in part.
- **12.2.5** You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.
- 12.2.6 The assignment or reassignment of your policy should be registered with us so as to make it binding on us.
- **12.2.7** 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.

[A leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure – I for reference].

12.3 Non-disclosure

- **12.3.1** 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.
- 12.3.2 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 repudiate all the claims under your policy and / or cancel your policy as applicable subject to the provisions of section 45 of the Insurance Act, 1938 as amended from time to time and no benefit under the policy is payable.
- **12.3.3** If we repudiate the claim under your policy / and or cancel your policy on the grounds of fraud, we would forfeit the premiums received under your policy and we shall not entertain any claim under your policy.
- **12.3.4** If we repudiate death claim / and or cancel your policy on any grounds other than fraud, we may pay such amounts as are payable under the policy subject to 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.]

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Part F SBI Life – Saral Swadhan+ Policy Document (UIN: 111N092V03).

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12.4 Misstatement of age

- **12.4.1** If we find that the correct age of the life assured is different from that mentioned in the proposal form, we will check your eligibility for the policy, as on the date of commencement of Policy.
- **12.4.2** If Incorrect age is stated and
- **12.4.2.1** If eligible,
 - **12.4.2.1.1** If the correct age is found to be higher or lower, we will accordingly revise the Sum Assured as per your age at entry.
- **12.4.2.2** If not eligible,
 - **12.4.2.2.1** We will terminate your policy.
 - **12.4.2.2.2** We will pay you the surrender value, if any, as on date of cancellation.

12.5 Participation in profits

Your policy does not participate in our profits.

12.6 Taxation

- **12.6.1** Applicable Taxes and/ or any other statutory levy/ duty/ surcharge on your premiums, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax laws will be borne by us.
- 12.6.2 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

12.7 Date formats

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

12.8 Electronic transactions

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

12.9 Communications

- **12.9.1** We will communicate to you in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- **12.9.2** 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..
 - **12.9.3** You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
 - **12.9.4** All your correspondence should be addressed to:

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

Phone: 022 - 6645 6785 E-mail: info@sbilife.co.in

12.9.5 It is important that you keep us informed of your changed address and any other communication details.

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PART G

13 Complaints

13.1 Grievance redressal procedure

- **13.1.1** If you have any query, complaint or grievance, you may approach any of our offices.
- **13.1.2** You can also call us on our toll-free number 1800 267 9090 (9 am to 9 pm and these timings are subject to change)
- **13.1.3** 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 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: 022 – 6645 6785

Email Id: hcr@sbilife.co.in

- **13.1.4** In case you are not satisfied with our decision, and the issue pertains to Rule 13 of the Insurance Ombudsman Rules, 2017, you may approach the Insurance Ombudsman. You can lodge the complaint with the Ombudsman as per provision 13 of the said rules. The relevant provisions have been mentioned in the section 'Relevant Statutes'.
- 13.1.5 The address of the Insurance Ombudsman and the Insurance Ombudsman Rules, 2017, are, available in 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.

Phone: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: +91 - 22 - 2610 6052

Email: bimalokpal.mumbai@cioins.co.in

- **13.1.6** We have also enclosed the addresses of the insurance ombudsman.
- 13.1.7 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: https://www.irdai.gov.in (Other Links >> Online Registration of Policyholder Complaints) 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

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An Individual, Non-Linked, Non Participating, Life Insurance Savings Product with Return of Premium 13.1.8 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 – 500 032,

14 Relevant Statutes

14.1 Governing laws and jurisdiction

14.1.1 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 Indian Courts.

Sections 41 and 45 of the Insurance Act, 1938 and Rules No. 13 and 14 of the Insurance Ombudsman Rules are given hereunder for your ready reference.

14.2 Section 41 of the Insurance Act 1938

(1)No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a *bona fide* insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

14.3 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.]

14.4 Provision 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 policy contract, in so far as they relate to issues mentioned at clauses (a) to (f)
- 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.

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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.

14.5 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
 - 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 hisrepresentation; 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 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.



List of

Ombudsman.docx

14.6 Protection of Policyholders' Interest

The IRDAI (Protection of Policyholders' Interest) Regulation, 2017 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.

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Annexure I

Section 38 - Assignment and Transfer of Insurance Policies

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

- 01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
- a. not bonafide or
- b. not in the interest of the policyholder or
- c. not in public interest or
- d. is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
- a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
- b. where the transfer or assignment is made upon condition that
- i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
- ii. the insured surviving the term of the policy
- Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
- b. may institute any proceedings in relation to the policy
- c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

accurate details]

Annexure II

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.215. The extant provisions in this regard are as follows:

- 01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 03. Nomination can be made at any time before the maturity of the policy.
- 04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13. Where the policyholder whose life is insured nominates his
- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them

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

- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

accurate details.]

Annexure III

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

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

- 01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

- 02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

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

- 03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.
- 04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement 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]