



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

Policy Document
for Defined Contribution scheme

SBI Life - Cap Assure

Non-linked, Non-participating Group plan

Corporate office: Turner Morrison Bldg, G. N. Vaidya Marg, Fort, Mumbai 400 023.
Registered office: State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai 400 021.
Website: www.sbilife.co.in

v 2.2 PS&M 15.09.2010

Policy Schedule

Your Policy

Welcome to your **SBI Life - Cap Assure** policy and thank you for preferring **SBI Life Insurance Company Limited** to provide you with retirement benefit solutions. The UIN allotted by IRDA for this product is 111N064V01.

The information you have given in your proposal form, census data of the employees or members, other documents and declarations for evidence of insurability of the employees or members, if any, 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.

Your policy is an excellent platform to meet your funding requirements under defined contribution plan. 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.

If you require further information, please contact us _____.

Identification

1. Master Policy Number	_____
2. Proposal No.	_____
3. Proposal Date	_____
4. Client ID	_____

The Master Policyholder

5. Name of the master policyholder (MPH)	_____
6. Mailing Address	_____
7. Telephone Number with STD Code	_____
8. E-Mail ID	_____
9. Type of Group	_____
10. Benefit description as per scheme Rules	_____

11. Benefit payment from	Death / Disability / Maturity / Any other Exit Benefit from: _____ Withdrawal Benefit from: _____
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Contribution Details	
12. Type of Defined Contribution Scheme	_____
13. Scheme Type	_____
14. Contributions made by	_____
15. Contribution Details for MPA ¹	MPA: _____ _____ _____
16. Contribution Details for MA ¹	MA: _____ _____ _____

¹ Formula, if any, has to be defined in the scheme rules.

The Group	
17. Total number of initial members in the scheme	_____
18. Entry age of members	Minimum: _____ Maximum: _____
19. Exit age of members (other than normal retirement)	Minimum: _____ Maximum: _____
20. Normal Retirement Age of members	_____
21. Life cover per member	Rs. 1000 (Rs. one thousand only)

Policy Information	
22. Contribution towards	
23.1. Past service (Rs.)	Rs. _____
23.2. Current service or Annual contribution	Rs. _____

23.3. Other	
23.4. Other	
23.5. Total contribution amount	
23. Total initial basic sum assured (Rs.)	

We would recover service tax and cess, as applicable, along with the charges.

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

Authorised Signatory			
Name			
Designation			
Date		Place	

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

<< Digital Signature >>

(Signature)
Proper Officer

Policyholder shall read the Policy Schedule in conjunction with the Policy Booklet. Policy Schedule shall reflect the features as opted for. If any errors or mistakes are found, the policy should be returned to the company for effecting corrections.

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

v 2.2 PS&M 15.09.2010

Policy Booklet

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1 Your Policy Booklet

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

2 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. Age	is the age last birthday i.e. the age is in completed years or as mentioned in the scheme rules.
2. Contribution *	is the amount payable by the Master Policyholder and / or the group member to be invested.
3. Date of commencement of policy *	is the start date of the policy.
4. Death benefit	is the amount payable on death
5. Endorsement	is a change in any of the terms of the policy, agreed to or issued by us, in writing.
6. Entry age*	is the age last birthday on the date of commencement.
7. Free-look period	is the period during which the Master Policyholder has an option to return the policy and cancel the contract.
8. Fund Value	is total value of accumulated fund in the master policy under Master Policyholder Account and Member Account
9. Instrument	cheque, demand draft, pay order etc.
10. Master Policy holder *	is the trustee or employer or sponsor as mentioned in the proposal form who is also the group administrator.
11. Master Policy holder Account*	is an individual account where MPH contributes for members'
12. Member*	is the person who satisfies the eligibility conditions of the scheme rules.
13. Member Account*	is an individual account where member contributes for himself
14. Nominee	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, who has the right to give a valid discharge to the policy monies in case of the death of the member.
15. Non-participating	does not have a share in our profits.
16. Our, Us, We *	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority (IRDA). The registration number allotted by the IRDA is 111.
17. 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 taken as the last date of February.
18. Policy document	is the document which includes policy schedule, policy booklet and endorsements, if any.
19. Policy Year	is the period between two consecutive policy anniversaries.
20. Scheme rules	are the rules which define the benefit payouts under a scheme.

21. Sum Assured *	is the guaranteed amount of Rs. 1000 per member payable on death.
22. Surrender	is the voluntary termination of the contract by the Master Policyholder.
23. Surrender charge	is the charge applicable on surrender of the policy.
24. Surrendered Fund Value*	is the Fund Value less unrecovered Special Contributions, if any.
25. You *	are the trustee or employer or sponsor named as the Master Policyholder.

3 Abbreviations

FV	Fund Value
IRDA	Insurance Regulatory and Development Authority
LBD	Last Birthday
MA	Member Account
MPA	Master Policyholder Account
MPH	Master Policyholder
Rs.	Indian Rupees
SFV	Surrendered Fund Value
UIN	Unique Identification Number (allotted by IRDA for the product)

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

4 Policy Benefits

Policy benefits contain the following:

4.1 Death Benefit

4.1.1 On death of the member, we will pay the accumulated FV under MPA and / or MA, as per the scheme rules. The amount of benefit payable will be limited to the availability of funds in the MPA and / or MA for the respective member.

4.1.2 In addition to the above we will also pay life cover of Rs. 1000 which is in-built.

4.1.3 The nominee will have an option to take the entire benefit amount as a lump sum or in installment or to purchase an annuity as per the scheme rules.

4.2 Disability Benefit

4.2.1 We will pay this benefit if the scheme rules provide for it.

4.2.2 If the member is disabled as defined in scheme rules, we will pay the accumulated FV under MPA and / or MA, as per the scheme rules. The amount of benefit payable will be limited to the availability of funds in the MPA and / or MA for the respective member.

4.2.3 The member will have an option to take the benefit amount as a lump sum or in installment or to purchase an annuity as per the scheme rules.

4.3 Withdrawal Benefit

4.3.1 We will pay this benefit if the scheme rules provide for it.

4.3.2 The member may withdraw from the policy due to any of the following.

4.3.2.1 Resignation

4.3.2.2 Early retirement

4.3.2.3 Ill-health retirement

4.3.2.4 Termination

4.3.2.5 Leaving the Scheme

4.3.2.6 Attaining Vesting Age

4.3.2.7 Any other withdrawal as defined in the scheme rules

4.3.3 On withdrawal, we will pay the accumulated FV under MPA and / or MA, as per the scheme rules. The amount of benefit payable will be limited to the availability of funds in the MPA and / or MA for the respective member.

4.3.4 The member will have an option to take the benefit amount as a lump sum or in installment or to purchase an annuity as per the scheme rules.

4.4 Maturity Benefit or Any other exit defined in the scheme rules

4.4.1 We will pay this benefit if the scheme rules provide for it.

4.4.2 The member may exit from the policy due to any of the following.

4.4.2.1 Normal Retirement

4.4.2.2 Maturity

4.4.2.3 Attaining maximum vesting age

4.4.2.4 Any other exit as defined in the scheme rules

4.4.3 On Maturity, will pay the accumulated FV under MPA and / or MA, as per the scheme rules. The amount of benefit payable will be limited to the availability of funds in the MPA and / or MA for the respective member.

4.4.4 The member will have an option to take the benefit amount as a lump sum or in installment or to purchase an annuity as per the scheme rules.

5 Special Contributions

5.1 In case of takeover of funds from other insurer(s), we may, on request, add special contribution to the fund.

5.2 Special contribution will be equal to exit penalty charged by previous insurer(s) subject to a maximum of 3% of transferred fund amount gross of exit penalty.

5.3 Special contribution will be added only when the proof of such exit penalty charged is submitted.

5.4 To avail special contribution, funds must be paid to the Company within 30 days from the date of withdrawal of funds from the previous insurer(s).

5.5 Special contribution will be recovered from the FV in three equal installments at the end of each subsequent year.

6 Surrender of the Maser Policy

You may surrender your policy during the term of the policy. Such surrenders will be subject to all of the following:

6.1 You may surrender only after the first policy anniversary. However, individual member cannot surrender this policy contract.

6.2 You will need to serve a minimum 30 days notice in writing.

6.3 If you or a member exits from the scheme during the year, interim interest rate declared at the beginning of that financial year will apply.

6.4 We will pay the net surrender value as follows:

6.4.1 Surrendered Fund Value (SFV) = FV less unrecovered Special Contributions, if any

6.4.2 Net Surrender value = SFV less surrender penalty, as applicable.

6.5 If your total surrender value gross of surrender charges and special contributions, if any, is more than our threshold level then your surrender payment will be made in four equal quarterly installments. We will pay the first installment after we process your surrender request. The next three installments will be paid at the beginning of each subsequent quarter.

6.6 The current threshold level is Rs. 25,00,00,000/-

6.7 If you want the surrender value immediately, then Market Value Adjustments (MVA) may be applicable on your surrender value.

6.7.1.1 MVA is a percentage deduction from the fund which will be based on the accounting FV and the basic market value of the assets.

6.7.1.2 MVA is applicable when market conditions are extremely depressed.

7 Account Types and Payment of Contributions

7.1 We will maintain two types of accounts for your member wise contributions.

7.2 Master Policyholder Account (MPA):

7.2.1 This is an individual account maintained separately for each member.

- 7.2.2 We will accumulate your contributions towards members under respective MPA. You may pay contributions as you desire
 - 7.2.3 We will pay investments returns, if any, earned to respective MPA.
 - 7.2.4 In case of claim, you need to clearly define the benefit payment rules for payment of accumulated contributions under MPA. This needs to be mentioned in the policy schedule.
- 7.3 Member Account (MA):
- 7.3.1 This is an individual account maintained separately for each member.
 - 7.3.2 We will accumulate each member's contribution under the respective MA. Members may pay contributions as desired.
 - 7.3.3 We will pay investments returns, if any, earned to the respective MA.
 - 7.3.4 In case of claim, you need to clearly define the benefit payment rules for payment of accumulated contributions under MA. This needs to be mentioned in the policy schedule.

8 Investment Returns

- 8.1 Your funds will be invested as stipulated by IRDA.
- 8.2 We will declare a non-negative interest rate on the fund at the end of each financial year based on your fund size.
- 8.3 We guarantee funds under management during the term of the policy. Funds under management are defined as total contributions received plus interest accrued and credited to the fund (at the end of each financial year) less claims paid from the fund.
- 8.4 If you or a member exits during the year, interim interest rate declared at the beginning of that financial year will apply.
- 8.5 In case you surrender the policy, recovery of unrecovered Special Contribution, if any, will be applicable.
- 8.6 If you want the surrender value immediately, then Market Value Adjustments (MVA) may be applicable on your surrender value.

9 Charges

- 9.1 Surrender charges
 - 9.1.1 Currently, Surrender Charges are as follows.

Policy Year	Charges as a percentage of the SFV.
1 st	Surrender Not Allowed
2 nd	3%
3 rd	2%

4 th & 5 th	1%
6 th year onwards	NIL

9.2 New services and revision of charges

9.2.1 We may change any of the charges subject to approval by IRDA.

9.2.2 We may introduce new services and the corresponding charges, subject to approval by IRDA.

9.2.3 We will notify the new services, charges and change in charges for existing services through our website.

10 Claims

10.1 Intimation of claim

10.1.1 You may intimate the claim to us within 180 days.

10.1.2 You may inform us of any instance of death, disability, withdrawal, maturity or any other exit as allowed by the scheme rules, of a member covered under this policy.

10.1.3 You should intimate the claims to the following address:

SBI Life Insurance Company Limited
Group Operations Department
1st Floor, Kapas Bhavan
Plot No. 3A, Sector 10, CBD Belapur
Navi Mumbai - 400 614.

Telephone: +91 – 22 – 6645 6000
Facsimile: +91 – 22 – 6645 6654
Email: GroupOps@SBILife.co.in

10.2 Filing of a claim

10.2.1 We will require the following documents to process the claims:

- 10.2.1.1 Death Certificate, in case of death claim
- 10.2.1.2 Certificate of proof of any other exit defined in the scheme rules
- 10.2.1.3 Claimant's statement and claim application forms in prescribed formats
- 10.2.1.4 Duly filled declaration form signed by you
- 10.2.1.5 Any additional documents if asked by us

10.3 Payment of claim

10.3.1 We will pay the policy benefit as per scheme rules.

10.3.2 We will pay the claim only if there are enough funds in the MPA and / or MA to pay the claim.

10.4 To whom payable

10.4.1 We may pay the claim in the name of member, nominee or beneficiary as a case may be and we will forward the same to you for administrative convenience.

10.4.2 We forward the claim to you with the understanding that you will provide the same to the member, nominee or beneficiary as a case may be.

11 Termination of the Master Policy

11.1 Discontinuation of life cover

11.1.1 If the aggregate balance under MPA and MA falls below Rs.50,000/- on any policy anniversary date then life cover of Rs. 1000 will be discontinued.

11.1.2 The life cover will recommence once the balance reaches Rs.50,000/-

11.2 Termination of life cover

Life cover in respect of any member will terminate on the earliest of the following:

11.2.1 The normal retirement age / exit age of the member

11.2.2 The date of cessation of employment / membership

11.2.3 The date on which the member attains the maximum maturity age / cover ceasing age

11.2.4 The date of death of the member

11.2.5 The date the master policy is terminated

11.3 Termination of your policy

Your policy will terminate on the following:

11.3.1 on the date of receipt of surrender request.

11.3.2 180 days after the balance of in the master policy becomes zero.

12 General Terms

12.1 Mid-joiners or Mid-leavers

You have to provide the data for mid-joiners and mid-leavers in the format we request, at the beginning of every calendar month.

12.2 Free-look period

12.2.1 You have 15 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 stating the reasons for objection.

The amount refunded will be =

Total Contributions given by you

less stamp duty paid

less Special Contributions credited, if any

12.2.2 You cannot restore your policy once you have returned your policy.

12.2.3 We will pay you the amount in lump sum.

12.3 Policy loan

Your policy will not be eligible for any loans.

12.4 Nomination

12.4.1 Members have to make a nomination as per provisions of section 39 of the Insurance Act, 1938.

12.4.2 You have to maintain the details of nomination.

12.4.3 We do not express any opinion on the validity or accept any responsibility in respect of any nomination you make.

12.5 Non-disclosure

12.5.1 We have issued your policy based on your statements in your proposal form, personal statement and any other documents.

12.5.2 If we find that any of these 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.

12.5.3 We will not pay any benefits and we will also not return the amounts you have paid.

12.5.4 If we repudiate death claim, we may pay you the FV.

12.6 Participation in profits

Your policy does not participate in our profits.

12.7 Taxation

12.7.1 You will be liable to pay all applicable taxes as levied by the Government and other statutory authorities.

12.7.2 Taxes may change subject to future changes in taxation laws.

12.7.3 You are liable to pay the service tax and cess etc. as per the applicable tax laws.

12.8 Date formats

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

12.9 Electronic transactions

We shall accept contributions and pay benefits through any approved mode including electronic transfer.

12.10 Notices

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

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

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

12.10.4 All your correspondence should be addressed to:

SBI Life Insurance Company Limited,
Group Operations Department
Central Processing Centre,
Kapas Bhawan, Sector – 10,
CBD Belapur,
Navi Mumbai – 400 614

Telephone: +91 – 22 – 6645 6000

Facsimile: +91 – 22 – 6645 6654

Email: GroupOps@SBILife.co.in

12.10.5 It is important that you keep us informed of change in your communication address, if any.

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.

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

Head – Client Relationship,
SBI Life Insurance Company Limited
Central Processing Centre,
Kapas Bhawan, Sector – 10,
CBD Belapur,
Navi Mumbai – 400 614.
Telephone: 022 – 6645 6241
Fax: 022 – 6645 6655

Email Id: Info@SBILife.co.in

13.1.4 In case you are not satisfied with our decision and the issue pertains to provision 12 (1) of the Redressal of Public Grievances Rules, 1998, you may approach the Insurance Ombudsman. You can 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'.

13.1.5 The address of the Insurance Ombudsman and the Redressal of Public Grievances Rules, 1998, are, available on the website of IRDA, <http://www.IRDAIndia.org> and in our website <http://www.SBILife.co.in>. The address of the ombudsman at Mumbai is:

Office of the Insurance Ombudsman (Maharashtra and Goa)
3rd Floor, Jeevan Seva Annexe,
S.V. Road, Santa Cruz (W),
Mumbai – 400 054.

Telephone No.: +91 – 22 – 2610 6928
Fax No. : +91 – 22 – 2610 6052
E-mail: ombudsman@vsnl.net

13.1.6 We have also enclosed a list of addresses of insurance ombudsmen.

14 Relevant Statutes

14.1 Governing laws and jurisdiction

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

14.2 Section 41 of the Insurance Act 1938

14.2.1 No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part 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 prospectus 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.

14.2.2 Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to five hundred rupees.

14.3 Section 45 of the Insurance Act 1938

No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in

question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such a statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose; Provided that nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.

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

The Ombudsman may receive and consider

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

14.5 Provision 13 of Redressal of Public Grievances Rules, 1998

(1) any person who has a grievance against an insurer, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the insurer complained against is located.

(2) the complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to complaint supported by documents, if any, relied on by the complainant, the nature and extent of the loss caused to the complainant and the relief sought from the Ombudsman.

(3) no complaint to the Ombudsman shall lie unless –

(a) the complainants had before making a complaint to the Ombudsman made a written representation to the insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer.

(b) the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant, and

(c) the complaint is not on the same subject matter, for which any proceedings before any Court, or Consumer Forum or Arbitrator is pending or were so earlier.

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

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

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