

**SBI LIFE INSURANCE COMPANY LTD.**  
Turner Morrison Building, G N Vaidya Marg,  
Fort, Mumbai – 400 001

**SBI Life - Group Criti9 Master Policy for < name> (“the Master Policyholder”)**  
UIN 111N050V01

SBI Life Insurance *Company* Ltd (which expression includes its assigns and successors, hereinafter called the ‘*Insurer*’) has received a proposal from the *Master Policyholder* (hereinafter referred to as “*Master Policyholder*”) named in the Schedule hereto for providing Insurance Cover to the Insured Members, *and is pleased to issue this Master Policy* (hereinafter referred to as “*Policy*”) *and agrees to provide the Insurance Cover and pay the Benefits as stated herein, subject to the terms and conditions of this Policy.*

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**PART I – MASTER POLICY SCHEDULE**

<b>Product Name</b>	<b>SBI Life – Group Criti9</b>	<b>Participating / Non participating</b>	<b>Non Participating</b>
<b>Master Policy No:</b>	<<>>	<b>Premium rates</b>	As per Annexure C
<b>Master Policyholder:</b>	<< >>	<b>Scheme rules</b>	As per Annexure B
<b>Address of Master Policyholder:</b>	<<>>		
<b>Date of Commencement of Master Policy:</b>	<< >>	<b>Date of Maturity of Policy</b>	The Master Policy shall be in force till discontinued.
<b>Initial No. of Members covered:</b>	<<>>	<b>Initial Total Sum Assured</b>	<<>>
<b>Initial Premium</b>	<b>Premium Rs. &lt;&lt;&gt;&gt; + Service Tax Rs. &lt;&lt;&gt;&gt; ----- Total Premium</b>	<b>Premium Periodicity</b>	<b>Annual</b>

Signed for and on behalf of SBI Life Insurance Company Limited at Mumbai  
....., <<yyyy>>.

Authorised Signatory  
<<Name>>

The Stamp Duty of Rs. (Rupee Only)

(Signature)  
Proper Officer

## PART II - GENERAL CONDITIONS

### 1 –DEFINITIONS

- 1) **“Insured Member”** shall mean a Member of the Master Policyholder who has
  - (i) satisfied the eligibility criteria for membership of the Master Policyholder in accordance with the Scheme Rules of the Master Policyholder and
  - (ii) has applied for Cover, paid applicable premium and whose Membership Form for Cover has been accepted by the Insurer.
  - (iii) in respect of whom a valid Certificate of Insurance has been issued by the Insurer. In case of Employer contributory Group, no COI will be issued.
- 2) **“Eligible member”** shall mean a Member who satisfies the Eligibility Criteria provided for in the Scheme Rules and for whom a SBI Life – Group Criti9 cover is to be effected in accordance with the Rules and this Master Policy.
- 3) **“Beneficiary”** shall mean the person or persons who has / have been appointed by an Insured Member as a nominee or nominees to receive the Benefits in accordance with the Scheme Rules.
- 4) **“Member”** shall mean the person who has been admitted by the Master Policyholder as a participant or a beneficiary under the Scheme provided by the Master Policyholder to the public at large.
- 5) **“Scheme”** shall mean the insurance scheme formulated by the Master Policyholder for provision of critical illness insurance cover to its Members
- 6) **“Age”** shall mean age calculated as on last birthday.
- 7) **“Certificate of Insurance”** is the certificate issued pursuant to Section 5 Part II of this Master Policy.
- 8) **“Benefits”** shall have the meaning assigned to it under Section 3 Part II and Section 5 Part II of this Master Policy.
- 9) **“Master Policy Commencement Date”** shall mean the date from which this Master Policy commences and shall be as stated in the Schedule.
- 10) **“Master Policyholder”** shall mean the body Corporate or any other person as specified under this title in the Schedule
- 11) **“Cover”** shall mean the critical illness insurance cover effected in respect of an Insured Member under this Master Policy;
- 12) **“Cover Commencement Date”** shall mean the date from which the critical illness insurance cover under this Master Policy commences for an Insured Member.
- 13) **“Claim event”** shall mean the date on which the medical examiner first examines the insured member and certifies the diagnosis of any illness/condition.
- 14) **“Cover Expiry Date”** shall mean the date on which the critical illness insurance cover under this Master Policy ends for an Insured Member due to expiry of the Cover Term.

- 15) **“Benefit Expiry Age”** shall mean the date when the critical illness cover ends as a result of the member attaining the maximum age last birthday, as specified in the Scheme Rules.
- 16) **“Cover Term”** shall mean the period in years for which the critical illness insurance cover has been opted for by an Insured Member or as per the Scheme rules as the case may be.
- 17) **“Schedule”** shall mean the Master Policy Schedule appended as Part I to this Master Policy
- 18) **“Sum Assured”** shall be equal to the amount as opted by the Insured Member or as per scheme rules provided the same has been duly accepted by the Insurance Company.
- 19) **“Scheme Rules”** shall mean the Rules of the Insurance Scheme of the Master Policyholder for providing Critical Illness cover to its Members and appended to this Master Policy and shall form an integral part of this Master Policy
- 20) **“Waiting Period”**: Initial period of 90 days from the Cover Commencement Date or the date on which the cover is reinstated, during which if any claim event occurs, no benefit will be payable. Any claim event under any of the listed critical illnesses during the Waiting Period as defined under this policy will not be covered. For the purpose of this policy, Waiting Period, if not specifically mentioned in the definition of any of the Critical Illnesses covered, will be 90 days.
- 21) **“Survival Period”** shall mean the period of 30 days from the date of claim event upto which the insured member must survive for the claim to be admitted – i.e. if a any of the listed critical illness occurs, the life insured will have to survive the period specified as the Survival Period for the claim to be entertained as a valid claim.

All other terms and expressions shall have their meanings as assigned to them as per their respective definitions in the Scheme Rules or in any other part of this Master Policy.

In this Master Policy, where consistent with the contents, the singular shall include the plural the singular and words importing the masculine gender shall include the feminine gender and vice versa

## **2 – MASTER POLICY CONTRACT**

- (i) This SBI Life – Group Criti9 stand alone critical illness assurance Master Policy is issued by the Insurer to the Master Policyholder specified in the Schedule I of this Master Policy. This Master Policy witnesses a contract agreed between the Master Policyholder and the Insurer who are the parties to this contract.
- (ii) This Master Policy is issued pursuant to a proposal made to the Insurer by the Master Policyholder on behalf of the Members for whose Benefit the Policy is effected, to provide critical illness cover to the Eligible Members out of the Members of the Master Policyholder in accordance with the Scheme Rules.
- (iii) Membership Form for Cover as required by the Insurer, in respect of each Eligible Member to be provided with critical illness cover, has also been either been provided to the Insurer or kept with the Master Policyholder and made available to the Insurer as and when required.

- (iv) Subject to the payment of Premium to the Insurer and subject to any restrictions or qualifications referred to in this Master Policy, the Benefits as specified under section 3 Part II and 5 Annexure B of the Master Policy shall be payable through the Master Policyholder or as directed by the Master Policyholder to the Insured member or to the beneficiary in case of death of the insured member during the claim process for the benefit of the Insured Members.
- (v) The Master Policyholder shall hold the Master Policy and all the Benefits payable under this Master Policy UPON TRUST for the Benefit of the Insured Members.
- (vi) A discharge or receipt issued by the Master Policyholder or its duly authorized representative in respect of the payment made by the insurer against a claim filed by the Master Policyholder shall be a good, valid and sufficient discharge of the Insurer's liability.
- (vii) This Master Policy shall mean this entire agreement consisting of Terms and Conditions Applicable to this Master Policy, the Scheme Rules, the Schedule, Annexures, any supplementary contracts or endorsements, any amendments signed by the Insurer, the proposal made by the Master Policyholder, the Membership Form for Cover of the Insured Members, which together with any other information, statements by the Master Policyholder or by the Insured Members shall constitute the entire contract between the parties.

### **3 – BENEFITS, CLAIMS and EXCLUSIONS**

- (i) The definitions and exclusions of the critical illnesses covered under this Policy are enclosed in Annexure 'A'.
- (ii) If at any time after the end of the Waiting Period , provided this Master Policy as well as the Cover in respect of such Insured Member is in force, a claim event occurs and evidence of occurrence of the same is in accordance with the definitions, evidence criteria terms, conditions and exclusions specified in this Master Policy and the Insured Member is alive at the end of the Survival Period, the Insurer, if satisfied with the documentary evidence, shall then admit the claim made in respect of that Insured Member and the Sum Assured is payable through the Master Policyholder or as directed by the Master Policyholder to the Insured member or to the beneficiary in case of death of the insured member during the claim process for the benefit of the Insured Members.
- (iii) The Benefits shall only be payable if the Policy and the Cover in respect of each Insured Member is kept in-force by regular payment of premiums and adherence to the terms and conditions of the Policy.
- (iv) The Insurer must receive a written notice of claim at the earliest but not later than 60 days of the claim event from the Master Policyholder or the Insured Member / Beneficiary.
- (v) The Insurer shall not admit a claim in respect of an Insured Member under this Master Policy unless it receives the information from the Master Policyholder or the Insured Member / Beneficiary about the occurrence of the critical illness suffered by the Insured Member along with the claim in the prescribed form accompanied by all the relevant documents and any additional information required by the Insurer at the address of the Insurer as mentioned under section 13 Part II of this Master Policy.
- (vi) Evidence of occurrence of the critical illness in accordance with the definitions, evidence criteria terms, conditions and exclusions specified in this Master Policy shall be provided to the

satisfaction of the Insurer. Proof of the diagnosis of critical illness, satisfactory to the Insurer, including medical reports if any called for should be provided by the Master Policyholder within a reasonable period of time.

- (vii) The Insurer reserves the right to call for such medical examinations as it may require and for this purpose and may require Insured Member to submit himself to further medical examinations by a Specialist appointed by the Insurer for this purpose or to undergo any diagnostic tests at any of the diagnostic centers appointed by the Insurer. Any failure to provide the required proof or to submit to such medical examinations will result in repudiation of the claim under this Master Policy. In that event the Insurer shall not be liable to refund any premiums paid under this Master Policy.
- (viii) The maximum aggregate benefit admissible under SBI Life – Group Criti9 cover granted by the Insurer upon the life of an Insured Member, whether such benefits are claimed at the same time or different points in time, shall not in any event exceed Rs. 5,00,000/-. Should there be more than one Master Policy with the same Master Policyholder or any other Master Policyholder issued on the life of the same Insured Member, then all such covers would be aggregated as one single cover, as it would have been if all covers were provided as a single cover and the aggregate benefits admissible shall be limited to first Rs. 5,00,000/- in the order of the Claim Intimation as per section 3 clause 5. All such covers will be considered as a single cover for the purpose of limiting the cover amount, application of definitions and exclusions and cover for the first and single incidence of any of the listed Critical Illnesses.
- (ix) In case an Insured Member is found to be ineligible for Cover at any stage, the Insurer shall not be liable to pay any claim or any refund of premium.
- (x) If in respect of an Insured Member any information, data or evidence given to the Insurer proves to be incorrect, the Benefit in respect of such Insured Member shall be rendered voidable, at the instance of the Insurer, provided always that nothing shall be construed as amounting to waiver of a right of the Insurer unless specifically stated in writing.
- (xi) The Insurer reserves right to provide or deny Cover in respect of any Member regardless of submission of the Membership Form for cover.
- (xii) Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Master Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct appropriate amounts for that purpose from the respective benefits and shall not be liable to the beneficiaries for the sums so deducted.

#### **4 – PREMIUMS and GRACE PERIOD**

- (i) The Master Policyholder shall pay to the Insurer the annual premium in respect of each Insured Member, which falls due on the Cover Commencement Date and on each anniversary of the Cover Commencement Date as determined for each Insured Member until and including the anniversary immediately preceding the Cover Expiry Date.
- (ii) The amount of premium to be collected in respect of each Insured Member covered under this Master Policy as on the Cover Commencement Date will be determined by the Master Policyholder on the basis of rates established by the Insurer. These rates are given in Annexure 'C' and shall be based as on the Membership Form Date.

- (iii) The Insurer reserves the right to revise the rate of premium from time to time. The new premium rates will be applicable to new Insured Members joining the Master Policyholder or existing Insured Members renewing their Cover at the end of the respective Cover Term. The Insurer will give a written notice of 90 days to the Master Policyholder for changes in Rates.
- (iv) The Master Policyholder shall pay the renewal premium to the Insurer in respect of all existing Insured Members on the respective due dates of such premiums, but not later than the grace period mentioned below.
- (v) A grace period of 30 days, commencing from the due date of renewal premium, is allowed to the Master Policyholder / Insured member to pay the renewal premium. During this period, any claims payable in accordance with the terms and conditions of the Master Policy and subject to the claims being admissible, shall be payable by the Insurer after deduction of the due premium(s) due for the respective insured member(s). Only claims arising from the Insured Members already covered on the due date of premium shall be considered by the Insurer.
- (vi) The Premiums (including those for additions of new members, renewals) shall be accompanied by a list of Insured Members (hard or soft copy) in respect of whom the Premiums are paid. The Insurer shall not accept any Premium unless the same is accompanied by the list of Insured Members in respect of whom the Premiums are paid.
- (vii) The Insurer will not accept short or part payment of Premium from the Master Policyholder.
- (viii) Notwithstanding whatever is mentioned in the Certificate of Insurance or in any other agreement between the Master Policyholder and the Insured Member, no claims whatsoever shall be payable by the Insurer in the event of the non-receipt of premiums by the Insurer or in the event of lack of information or incorrect information regarding the list of Insured Members submitted to the Insurer. Cover on those Insured Members in respect of whom the premium has not been paid or information has not been provided to the Insurer, shall cease forthwith and the terms and conditions regarding lapse and reinstatement under this Master Policy shall be applicable.
- (ix) The Master Policyholder agrees to indemnify and to keep indemnified the Insurer of all the consequences resulting on non submission or incorrect submission of the list mentioned in (vi & viii) above.
- (x) The Insurer while receiving the Premiums from the Master Policyholder will not be required to verify the following:
  - (a) Whether the premiums payable by Insured Members are in fact contributed by Insured Members;
  - (b) Whether any amounts contributed by new Members or Insured Members are used by Master Policyholder to make premium payment;

## **5 – COMMENCEMENT and TERMINATION**

- (i) The Master Policy Commencement Date is as mentioned in Part I Master Policy Schedule..
- (ii) Notwithstanding the Master Policy Commencement Date, the Cover in respect of a Member shall commence from the date on which the Insurer accepts the Cover under this Master Policy for that specified Member based on the information provided by the Master Policyholder /



through the Membership Form, if any, or as per the scheme rules. This Cover Start Date will be clearly disclosed in the Certificate Of Insurance, if any.

- (iii) The Cover in respect of an Insured Member shall terminate on the earliest of
  - a. The next due date of premium immediately following the date the Insured Member ceases to be a part of the Group as specified in the Scheme Rules
  - b. On expiry of the Grace period for the Insured Member
  - c. The Cover Expiry Date in respect of the Insured Member
  - d. The date of acceptance of a claim as a valid claim by the Insurer under SBI Life – Group Criti9 cover(s) in respect of the Insured Member
  - e. The date of death of the Insured Member
  - f. The next due date of premium after the Insured Member attains the Benefit Expiry Age as specified in the Scheme Rules
  - g. The date on which the Insurer renders the Master Policy as voidable as per Section 10 below.
- (iv) Depending on scheme rules, upon commencement of Cover, a Certificate of Insurance as agreed with the Insurer shall be provided by the Master Policyholder to each Insured Member.
- (v) The Policy can be terminated by either the Insurer or by the Master Policyholder by giving a notice in writing at least 90 days in advance or as specified in the Scheme Rules agreed with the Insurer and appended to this Master Policy. Such termination shall take effect at the end of the notice period as specified in the Scheme Rules. No Cover shall be provided to any new Eligible Member at the end of the notice period after such termination or from the beginning of the notice period if with prior agreement with the Master Policyholder. The Cover in respect of existing Insured Members shall continue upon payment of premium and in accordance with the terms and conditions of this Master Policy unless otherwise stated in the Scheme Rules in agreement with the Insurer.
- (vi) An Insured Member may apply for renewal of the Cover through the Master Policyholder for the further term not exceeding 5 years subject to the following conditions
  - a. Submission of written request within minimum 60 days prior to the expiry of Cover Term in the format as prescribed by the Insurer from time to time,
  - b. The Insured Member is alive at the end of the Cover Term
  - c. No claim has been paid in respect of the Insured Member
  - d. Age at end of the cover term of the Insured member shall not exceed the Benefit Expiry Age as specified in the Scheme Rules
- (vii) Renewability of Cover is not subject to new underwriting process. The Waiting Period shall not apply upon renewal from the new Cover Commencement Date. The amount of premium to be collected in respect of each Insured Member from the new cover commencement date under this Master Policy will be determined by the Master Policyholder on the basis of rates as applicable at the time of renewal and shall be based as on the Renewal Date of the Cover.

## **6 – LAPSE and REINSTATEMENT**

- (i) The Cover in respect of an Insured Member shall lapse and cease forthwith from the first due date of premium in case the renewal premium is not received by the Insurer by the end of the grace period.
- (ii) In case of an Insured Member whose Cover has lapsed, the Insured Member through the Master Policyholder can make a request of reinstatement of Cover in such a manner as required by the

Insurer within 6 months from the cover lapse. The Insurer may request the Insured Member and/or the Master Policyholder to provide any evidence as may be required for the reinstatement of the Cover and the Insurer shall have the right to deny the Cover or to alter the terms of the Cover based on the risks assessed by it.

- (iii) The revival will take effect only on it being communicated by The Insurer to the Master Policyholder / Insured Member as the case may be. The Waiting Period shall start afresh from the date on which the Cover is reinstated irrespective of whether any Waiting Period was completed before the date of reinstatement.

## **7 – OBLIGATIONS of MASTER POLICYHOLDER**

- (i) The Master Policyholder must provide the Insurer with such information, data and evidence as the Insurer considers necessary in such form as the Insurer requests. All documents furnished to the Master Policyholder by any Insured Member in connection with this Master Policy, and other records as may have a bearing on the insurance under this Master Policy, shall be open for inspection by the Insurer at all reasonable times.
- (ii) The Master Policyholder shall at the request of the Insurer produce the Master Policy whenever required for the purpose of stamping, reference, inspection or other suitable cause.
- (iii) It is the responsibility of the Master Policyholder or its representatives to ensure that the features of the Cover are accurately explained to the Members and that the Eligible Members shall personally complete the Membership form for Cover fully and accurately, if any. The Insurer shall not consider provision of Cover in respect of any incomplete, inaccurate or illegible Membership form. The Insurer shall not be held responsible for any consequences of not providing cover in such cases.
- (iv) The Master Policyholder shall maintain a record with respect to each Insured Member under this Master Policy as per the format prescribed by the Insurer from time to time and shall maintain the list of nominees for all Insured Members.
- (v) Upon request from the Insurer, the Master Policyholder shall provide updated list of the Insured Members as on request date as per the format prescribed by the Insurer from time to time.
- (vi) In the event of any change in the name or other particulars of an Insured Member during a Master Policy year, the Master Policyholder must inform the Insurer of the change within a reasonable period of time but not exceeding 30 days of being informed of the same by the said Insured Member or on the Master Policyholder becoming aware of the same, whichever is earlier.
- (vii) In the event of an Insured Member ceasing to be a Member, the Master Policyholder must inform the Insurer of that event immediately, but not later than 30 days of that event. The Cover for such a Member will however cease on the next due date of the premium immediately following the date the Insured Member ceases to be a Member of the Master Policyholder.
- (viii) In the event of any person becoming a Member to be covered under the Scheme Rules, the Master Policyholder must inform the Insurer before the end of the month in which the Member satisfies the eligibility criteria set by the Master Policyholder as defined in the Scheme Rules but in any case not later than 30 days from the Member being eligible for cover under the Scheme

Rules. The Cover for such a member will however commence as per the provisions of Section 5(ii) above.

- (ix) It shall be the responsibility of the Master Policyholder to ensure that the personal information of Insured Members provided to the Insurer is accurate. The Master Policyholder shall indemnify and keep indemnified the Insurer against any and all losses, costs, expenses, actions, proceedings suffered by the Insurer as a result of the Master Policyholder's failure to carry out the aforesaid.
- (x) The Insurer shall not be liable for any provision of Benefit that might arise due to errors in or omissions from any information, data or evidence given to the Insurer. It is expressly agreed by the Master Policyholder that the Insurer shall not be held liable for the consequences of any act of omission or error in the payment of premium or in the list / information accompanying the payment. At any time, the Insurer shall only be liable in respect of the Cover that is in-force in respect of the Insured Members.
- (xi) The Insurer shall not admit a claim in respect of an Insured Member under this Master Policy unless it receives the information from the Master Policyholder / the Insured Member / Beneficiary about the occurrence of the critical illness suffered by the Insured Member along with the claim in the prescribed form accompanied by all the relevant documents and any additional information required by the Insurer at the address of the Insurer as mentioned under Section 13 Part II of this Master Policy.

## **8 – ASSIGNMENT**

- (i) The benefits assured hereunder in respect of an Insured Member are strictly personal and cannot be assigned, charged or alienated in any way whatsoever by the Insured Member or by the Master Policyholder.

## **9 – LOAN**

- (i) No loans are available under this Master Policy.

## **10 – FORFEITURE IN CERTAIN EVENTS AND MIS-STATEMENT**

- (i) In case any conditions applicable to this Master Policy have been contravened or violated or it is found that any untrue or incorrect statement is contained in the Proposal, Declaration, or any personal statement and connected documents or any material information is withheld, then in any such case but subject to the provisions of section 45 of the Insurance Act 1938, the Master Policy shall become null and void and all monies received by the Insurer under this Master Policy shall stand forfeited to the Insurer and the Insurer shall be relieved and discharged from all its obligations under this Master Policy including inter alia from its obligations to pay Benefits under this Master Policy.
- (ii) If the age or date of birth or other relevant facts relating to an Insured Member shall be found to have been misstated and if such misstatement affects the scale of Benefits or has anything to do with the terms and conditions of this Master Policy, the true age and facts shall be used in determining whether insurance is in force under the terms of this Policy and the Benefits payable there from, and an equitable adjustment of Premiums shall be made.

- (iii) Where a misstatement of age or other relevant facts has caused an Insured Member to be insured hereunder when he is otherwise ineligible for any insurance, or where such statement has caused an Insured Member to remain insured when he would otherwise be disqualified in accordance with the terms and limitations of this Master Policy, his entire insurance shall be void and there shall be a return of Premiums paid in respect of the Insured Member less any expenses incurred by the Insurer, provided always that where there is fraud on the part of the Master Policyholder or Insured Member, no Premiums paid are to be returned.

## **11 – MASTER POLICY NON-PARTICIPATING**

- (i) This is a non-participating Master Policy and therefore, no bonuses will accrue under this Master Policy. Further, there is no maturity value under this Master Policy, that is, nothing shall be payable at the end of the cover term as a maturity value.
- (ii) The Master Policy does not have any paid-up value.
- (iii) The Master Policy does not have a surrender value. If any insured member opts out of the scheme during the term of the Cover, nothing shall be payable to him.

## **12 – CURRENCY**

All amounts payable either to or by the Insurer will be paid in Indian Rupees.

## **13 - NOTICES**

Any notice, information, direction or instruction given under this Master Policy shall be in writing and delivered by hand, post, facsimile or e-mail to

### **In case of the Master Policyholder:**

At the address of the Master Policyholder mentioned in Schedule I of this document or to the changed address as intimated to the Company in writing.

### **In case of the Company:**

Address: Customer Service Desk,  
Group Master Policy  
SBI Life Insurance Company Ltd.,  
Corporate Office,  
Turner Morrison Building,  
G.N.Vaidya Marg, Fort, Mumbai-400 023.

Fax No.: 022 - 6639 2142.

E-mail: [info@sbilife.co.in](mailto:info@sbilife.co.in)

Any such notice, information and instruction shall be deemed to have been served 7 days after the posting, or immediately upon receipt by the Company in the case of recorded hand delivery or courier, facsimile or e-mail.

The Company may change the address stated above and intimate the Master Policyholder of such change by suitable means.

## **14 – ALTERATION**

- (i) No change in this Master Policy shall be valid unless approved by the Insurer and evidenced by an endorsement or by an amendment duly signed by the authorized official of the Insurer.
- (ii) The Scheme Rules and Annexures shall not be changed by the Master Policyholder without prior written approval of the Insurer and any change in these shall be valid only if evidenced by an endorsement or by an amendment duly signed by the authorised official of the Insurer.

## 15 - APPLICABLE LAW AND JURISDICTION

- (i) This Master Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of India. It is expressly agreed between the Master Policyholder and the Insurer that all disputes of any kind whatsoever which may arise under or in connection with this Master Policy shall be submitted to the appropriate Court or Courts having jurisdiction over the city of Mumbai
- (ii) Notwithstanding anything mentioned in any agreement or anything mentioned in any communication between the Insured Member and the Master Policyholder, the Insured Member shall not have any rights with the Insurer or the Cover provided under this Master Policy or the Insurer's liability under this Master Policy.

## 16 – GRIEVANCE / OMBUDSMAN

- (i) Any grievance under this Master Policy may be addressed to: The Compliance Officer, SBI Life Insurance Company Ltd., Corporate Office, Turner Morrison Building, G.N. Vaidya Marg, Fort, Mumbai – 400 023 (Phone: 022- 6639 2000 Fax: 022 – 6639 2025)
- (ii) The Central Government has established an office of the Insurance Ombudsman for redressal of grievance or complaint with respect to Life Insurance Policies. For details of the Ombudsman log on to [www.irdaindia.org](http://www.irdaindia.org) or contact our Customer Service Desk.

## 17 – ELECTRONIC TRANSACTION

The Master Policyholder shall adhere to and comply with all such terms and conditions as the Insurer may prescribe from time to time, and all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, Mobile, SMS, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines, network or through other means of telecommunications, established by or on behalf of the Insurer, for and in respect of the Master Policy or its terms, or the Insurer's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Insurer's term and conditions for such facilities, as may be prescribed from time to time.

## 18 - FREE LOOK PERIOD

No free look period is available under this Master Policy, either for the Master Policyholder or for the Insured Member

**Section 41 of the Insurance Act, 1938:** "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 rebates as may be allowed in accordance with the published prospectus or tables of the insurer."

**Section 45 of 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 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."

## ANNEXURE A – DEFINITIONS AND EXCLUSIONS OF CRITICAL ILLNESS

### 1. DEFINITIONS OF COVERED CRITICAL ILLNESSES UNDER SBI LIFE - GROUP CRITI9:

#### 1. Cancer

A disease manifested by the presence of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Diagnosis has to be confirmed by a specialist and evidenced by definite histology. The term cancer also includes leukaemia and malignant diseases of the lymphatic system such as Hodgkin's Disease.

***Excluded are:***

- Any CIN (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)
- Prostate cancer stage 1 (T1a,1b,1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage 1A (T1a N0 M0)
- Any malignant tumour in the presence of any Human immunodeficiency Virus.

#### 2. Heart Attack (Myocardial Infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis has to be confirmed by a specialist and evidenced by all of the following criteria:

- a) a history of typical chest pain
- b) new characteristic electrocardiogram changes
- c) elevation of infarction specific enzymes, Troponins or other biochemical markers

***Excluded are:***

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute coronary syndromes (e.g. stable/unstable Angina pectoris)
- Silent Myocardial Infarction

#### 3. Stroke

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of the brain tissue, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist and evidenced by typical clinical symptoms as well as typical findings in CCT scan or MRI of the brain. Evidence of neurological deficit for at least 3 months has to be produced.

***Excluded are:***

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Neurological symptoms due to migraine
- Lacunar strokes without neurological deficit

#### 4. Coronary Artery (Bypass) surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realization of the surgery has to be confirmed by a specialist.

***Excluded are:***

- Angioplasty
- Any other intra-arterial procedures
- Key-hole surgery

### **5. Kidney Failure (End stage renal Disease)**

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

### **6. Major Organ Transplantation**

The actual undergoing of a transplantation as a recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation has to be confirmed by a specialist.

### **7. Heart Valve Surgery**

Open heart valvuloplasty, valvulotomy or replacement of one or more heart valves. This includes surgery to the aortic, mitral, pulmonary or tricuspid valves for stenosis or incompetence or a combination of these factors. Realisation of the heart valve surgery has to be confirmed by a specialist.

### **8. Multiple Sclerosis**

Unequivocal diagnosis of Multiple Sclerosis by a specialist (preferably by a neurologist). The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

For proving the diagnosis the insured must either exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have at least two clinically documented episodes at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

### **9. Coma**

A state of unconsciousness with no reaction or response to external stimuli or internal needs persisting continuously, with the use of life support systems, for a period of at least 96 hours and resulting in permanent neurological deficit. Diagnosis has to be confirmed by a specialist and neurological deficit has to be medically documented for at least three months. Coma secondary to alcohol or drug misuse is not covered.

## **2. EXCLUSIONS FOR THE CRITICAL ILLNESS COVER UNDER SBI LIFE – GROUP CRITI9:**

The following are the comprehensive and exhaustive list of exclusions for the Critical Illness cover. Additional exclusions are disease-specific and are incorporated into the definition of the disease. The benefits shall not be paid upon claims occurring as a result of any of the following:

1. Diseases in the presence of an HIV infection;
2. Diseases that have previously occurred in the life insured before commencement of the group cover (i.e. the benefits is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by the company or another insurer);
3. Any diseases occurring within 90 days of the start of coverage (i.e. during the waiting period);

4. Any disease causing the death of the insured within 30 days of the incidence of the Critical Illness (i.e. Survival Period);
5. No payment will be made by the company for any claim directly or indirectly caused by, based on, arising out of, or howsoever, to any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been under any earlier policy;
6. Intentional self-inflicted injury, attempted suicide, while sane or insane or due to participation by the insured person in a criminal or unlawful act;
7. Alcohol or solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescriptions of a registered medical practitioner other than the life assured;
8. War, invasion, act of foreign enemy, hostilities (whether war be declared or not) armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes or taking part in any naval, military or air force operation during peace time;
9. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
10. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping;
11. Nuclear contamination; the radio active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.