

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

**POLICY  
DOCUMENT**

*SBI LIFE* – SMART POWER  
INSURANCE

UIN: 111L090V01

(A UNIT-LINKED, NON-PARTICIPATING PLAN)

IN THIS POLICY, THE INVESTMENT RISK IN INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER.

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](http://www.sbilife.co.in) | Email: [info@sbilife.co.in](mailto:info@sbilife.co.in) | CIN: L99999MH2000PLC129113  
Toll Free: 1800 22 9090 (Between 9.00 am & 9.00 pm)

**Policy Schedule**

**Your Policy**

Welcome to your **SBI Life – Smart Power Insurance** 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 111L090V01.

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 this document carefully to make sure you are satisfied. Please keep them in a safe place.

SBI Life - Smart Power Insurance provides an insurance-cum-investment solution. The value of the units allocated under your policy, after deducting the applicable charges, will be dependent on the investment performance of the funds of SBI Life, as chosen by you. Your policy does not share in the profits or surplus of the Company.

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.

The benefits will be paid to the persons 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 or landline number if mobile not available>>

**Identification**

1. Policy Number	<< as allotted by system >>
2. Proposal No.	<< from the proposal form >>

3. Proposal Date	<< dd/mm/yyyy >>
4. Customer ID	<< as allotted by system >>

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

Nomination		
14. Name of the Nominee(s)	Relationship with the Life Assured	Age
15. Name of the Appointee(s)	Relationship with Nominee	Age

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

20. Date of Maturity of Policy	<< dd/mm/yyyy >>
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Basic policy information	
21. Sum Assured Multiplier Factor (SAMF)	
22. Premium Frequency	<< >>
23. Installment Premium (Rs.)	
24. Basic Sum Assured (Rs.)	
25. Plan Option	<< Level Cover / Increasing Cover >>
26. Fund Option	<< Trigger Fund/ Smart Funds>>

<< If Smart Funds is opted

Fund Options	
Fund Name	Fund Allocation for Premium in %
Equity Fund	<<% or N.A.>>
Equity Optimiser Fund	<<% or N.A.>>
Growth Fund	<<% or N.A.>>
Balanced Fund	<<% or N.A.>>
Bond Fund	<<% or N.A.>>
Money Market Fund	<<% or N.A.>>
Top 300 Fund	<<% or N.A.>>
Total	<b>100 %</b>

In the above table, "N.A." stands for Not Applicable. >>

Base Policy						
Benefit	Sum Assured (Rs.)	Term (Years)	Premium Paying Term (Years)	<< Premium Frequency >> Installment Premium (Rs.)	Due Date of Last Premium	Date of Maturity / Cover End Date
Base Policy			<<Same as policy term>>		<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Inbuilt Benefit						
Accelerated Total & Permanent Disability (TPD) Benefit	<<Same as base plan>>	<<Same as base plan>>	Not Applicable	Accelerated TPD Benefit charges will be deducted by way of cancellation of units on monthly basis, from the unit fund.	Not Applicable	<<Same as cover end date of base plan>>
<b>Total Installment Premium (Rs.)</b>						
<b>Applicable rate of Tax*</b>				<<X%>>		

\* includes Service Tax, Cess, GST (currently only in case of J&K residents) and/ or any other statutory levy/ duty/ surcharge, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax laws.

<<

Applicable clauses

>>

<< To be printed only when the policyholder is staff member  
We will award the following additional allocation to you.

Additional allocation	
Year	Additional allocation percentage

>>

<<To be printed only when Increasing Cover option is selected

**Increasing Cover Option Table**

Sum Assured for the Increasing Cover option is as follows:

Policy Year (in years)	Sum Assured (In Rs.)	Policy Year (in years)	Sum Assured (In Rs.)
1 to 5	<< SA or N.A.>>	22	<< SA or N.A.>>
6 to 10	<< SA or N.A.>>	23	<< SA or N.A.>>
11 to 15	<< SA or N.A.>>	24	<< SA or N.A.>>
16	<< SA or N.A.>>	25	<< SA or N.A.>>
17	<< SA or N.A.>>	26	<< SA or N.A.>>
18	<< SA or N.A.>>	27	<< SA or N.A.>>
19	<< SA or N.A.>>	28	<< SA or N.A.>>
20	<< SA or N.A.>>	29	<< SA or N.A.>>
21	<< SA or N.A.>>	30	<< SA or N.A.>>

In the above table, "N.A." stands for Not Applicable.

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

<b>Authorised Signatory</b>			
<b>Name</b>			
Designation			
Date		Place	

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

<< Digital Signature >>

(Signature)  
Proper Officer

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

**Policy Booklet**

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## 1 Your Policy Booklet

This is your policy booklet containing the various terms and conditions governing your policy. This policy booklet should be read along 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. Accelerated Total & Permanent Disability (TPD) Benefit <sup>†</sup>	is an accelerated death benefit payout, made on total and permanent disability due to an Accident or Sickness of the life assured.
2. Accelerated Total & Permanent Disability (TPD) Charge	a charge based on sum assured chosen, which is applied at the beginning of each policy month by cancelling units for equivalent amount.
3. Accident	An accident is a sudden, unforeseen and involuntary event, caused by external and visible means.
4. Accumulated Value of Discontinued Policy Fund	is the fund value of the discontinued policy fund. This will however be subject to a minimum guaranteed return of 4% per annum or as prescribed in the prevailing regulation.
5. Age	is the age last Birthday i.e. the age is in completed years.
6. Age at Entry <sup>†</sup>	is the age last Birthday on the Date of Commencement.
7. Allocation Charge or Premium Allocation Charge	is the percentage of Premium that would not be utilised to purchase units.
8. Allocation Percentage	is the percentage of Premium that will be invested in the chosen funds.
9. Annualised Premium	is the total amount of Premium payable in a Policy Year.
10. Applicable Partial Withdrawal (APW)	is equal to partial withdrawals, if any, during the last 2 years immediately preceding the death of the Life assured if the age of the life assured at death is less than 60 years of age or all the partial withdrawals made after the life assured's attaining the age of 58 years if the age of the life assured at death is equal to or more than 60 years, as the case may be.
11. Appointee <sup>†</sup>	is the person who is so named in the proposal form or subsequently changed by an Endorsement, who has the right to give a valid discharge to the policy monies in case of the death of the Life assured before the maturity of the policy while the Nominee is a Minor.
12. Assignee	the person to whom the rights and benefits are transferred by virtue of assignment under Section 38 of the Insurance Act.
13. Base Policy	is the part of the Policy which also includes the in-built Accelerated Total & Permanent Disability (TPD) benefit.
14. Birthday	is the conventional Birthday. If it is on 29 <sup>th</sup> February, it will be considered as falling on the last day of February.
15. Business Day	is our working day.
16. Complete Withdrawal	is same as surrender
17. Chosen Funds	are the fund types opted for, by the policyholder out of the available fund options
18. Date of Allocation	is the date on which the Premium net of Allocation Charges is invested in the Fund Options.
19. Date of Commencement of Policy <sup>†</sup>	is the start date of the policy.
20. Date of Commencement of Risk <sup>†</sup>	is the date from which the insurance liability arises.
21. Date of Discontinuance	is the date on which we receive a communication from you requesting for surrender of the policy or discontinuance of the policy or the date before which you should exercise an option as to whether you wish to withdraw from the policy or you wish to revive the policy after the issue of notice of discontinuance, whichever is earlier.
22. Date of Maturity <sup>†</sup>	is the date on which the benefits under the policy terminate on expiry of the Policy Term.

<b>Expressions</b>	<b>Meanings</b>
23. Date of Revival	is the date on which the policy benefits are restored at the conclusion of the revival process.
24. Death Benefit	is the amount payable on death of the Life Assured.
25. Discontinuance	is the state of the policy that could arise on account of surrender of the policy or non-payment of renewal premium before the expiry of the Discontinuance Notice Period. If after the lock in period, the policyholder opts to revive the policy within a period of two years, the policy will be deemed not to be in a state of discontinuance.
26. Discontinuance Charges	<ul style="list-style-type: none"> <li>- is a charge levied when a policy is Discontinued or Surrendered.</li> <li>- is either <ul style="list-style-type: none"> <li>- a percentage of one Annualised Premium or</li> <li>- a percentage of Fund Value as on the Date of Discontinuance / surrender or</li> <li>- a fixed amount.</li> </ul> </li> </ul>
27. Discontinuance Notice	is a notice we will send you within a period of 15 days from the date of expiry of Grace Period in case we do not receive your due Premium. Non-receipt of notice of discontinuance shall not be construed as a breach of contractual obligations on the part of the Company
28. Discontinuance Notice Period / Notice Period	is a period of 30 days after you receive the Discontinuance Notice.
29. Discontinued Policy Fund	is the segregated fund we set aside and is constituted by the Fund Value of Discontinued policies after deduction of applicable Discontinuance Charges.
30. Endorsement	is a change in any of the terms and conditions of the policy, agreed to or issued by us, in writing.
31. First Year Premium	is the total of premiums due and payable in first Policy Year.
32. Free-look Period	is the period during which the you have the option to return the policy and cancel the contract.
33. Fund Management Charges	is the deduction made from the fund at a stated percentage before the computation of the NAV of the fund.
34. Fund Options †	are the different funds available for investment.
35. Fund Value	is the product of the total number of units under the funds and the corresponding NAVs.
36. Grace Period	is the period beyond the premium due date when the policy is treated as in-force
37. Increasing Cover Option	<p>is the plan option, wherein the sum assured, shall enhance by a simple rate of 10% of the Sum Assured chosen at inception, starting from 6th policy year and after every 5 years thereafter.</p> <p>Sum Assured at any point of time under Increasing Cover Option, shall not exceed Rs 1 crore. If under the Increasing Cover Option, the Sum Assured is going above Rs. 1 crore, as a result of an enhancement, it shall be capped at Rs. 1 crore and no further future increases would be allowed.</p> <p>Increasing Cover Option once chosen at policy inception cannot be changed during the Policy Term.</p>
38. In-force	is the status of the policy when all the due premiums have been paid or the policy is not in a state of discontinuance.
39. Installment Premium †	is the same as 'Premium'.
40. Instrument	cheque, demand draft, pay order etc.
41. Level Cover Option	<p>is the plan option, wherein the sum assured chosen at inception, remains the same throughout the policy term</p> <p>Level Cover Option once chosen at policy inception, cannot be changed during the Policy Term.</p>
42. Life Assured †	Is the person in relation to whose life, insurance and other benefits are granted.
43. Lock-in Period	is a period of five consecutive years starting from date of commencement of risk during which Discontinuance / Surrender Value is not payable.
44. Maturity Benefit	is the benefit payable on maturity.
45. Minor	is a person who has not completed 18 years of age.
46. Mortality Charges	are the charges recovered for providing life insurance cover.
47. Nominee †	is the person who is named as the nominee in the proposal form or subsequently changed by an 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 life assured during the term of the policy if such nomination is not disputed.

<b>Expressions</b>	<b>Meanings</b>
48. Non-participating	does not have a share in our profits
49. Our, Us, We †	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority of India (IRDA of India). The registration number allotted by the IRDA of India is 111.
50. Paid-up	is the status of policy opted by you in which no further premiums are payable and the insurance cover continues with reduced sum assured called as Paid-up sum assured. During the paid-up period, mortality / TPD charges (on the paid-up SAR), FMC, policy administration charges would be deducted.
51. Paid-up sum assured	is equal to the sum assured multiplied by the ratio of total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy.
52. Policy Administration Charges	a charge which is applied at the beginning of each policy month by cancelling units for equivalent amount.
53. Policy Anniversary	is the same date each year during the Policy Term as the Date of Commencement of Policy. If the Date of Commencement of Policy is on 29 <sup>th</sup> of February, the Policy Anniversary will be taken as the last date of February.
54. Policy Document	means the policy schedule, policy booklet, endorsements (if any), option document (if any), rider documents (if any), other written agreements (if any) mutually agreed by you and us during the time your policy takes effect.
55. Policy Month	is the period from the Date of Commencement, to the date prior to the corresponding date in the following calendar month or similar periods thereafter beginning from the dates in any calendar month corresponding to the Date of Commencement. If the said corresponding date is not available in a calendar month, then the last day of the calendar month will be taken for this purpose.
56. Policy Term †	is the period, during which the contractual benefits are payable. The Settlement benefits, if chosen, are payable after the Policy Term.
57. Policy Year	is the period between two consecutive Policy Anniversaries.
58. Policyholder †	is the owner of the policy and is referred to as the proposer in the proposal form. The Policyholder need not necessarily be the same person as the Life Assured.
59. Premium Frequency †	Yearly, Half-yearly, Quarterly or Monthly
60. Premium Paying Term †	is the period, in years, over which premiums are payable.
61. Premium †	is the contractual amount payable by the Policyholder to secure the benefits under the contract.
62. Regular Premium	is the Installment Premium payable over the Premium Paying Term at the chosen Premium Frequency.
63. Revival	is the process of restoring the benefits under the policy which are otherwise not available due to non-payment of premiums on due dates, resulting in the discontinuance of the policy.
64. Revival Period	is a period of two years from the date of discontinuance.
65. Re-direction	is the change in allocation percentage of future premiums
66. Settlement installment	is the amount of each installment receivable during the Settlement Period
67. Settlement Option	is the option to receive the maturity benefits spread over a chosen period
68. Settlement Period	is the chosen period over which the maturity benefit is payable on exercising of the Settlement Option
69. Settlement Year	One year periods during the Settlement Period, starting from Date of Maturity
70. Sum Assured Multiplier Factor (SAMF) †	is the multiple applied on the Annualized Premium to arrive at the Sum Assured.
71. Sum Assured †	the guaranteed amount payable under the Base Policy, upon the happening of insured events. For Level Cover Option, the sum assured chosen at inception, remains the same throughout the policy term For Increasing Cover Option, the sum assured, shall automatically enhance by a simple rate of 10% of the Sum Assured chosen at inception, starting from 6 <sup>th</sup> policy year and after every 5 years thereafter. However, it will never exceed Rs1 crore.
72. Surrender	is the voluntary termination of the contract by the Policyholder.

<b>Expressions</b>	<b>Meanings</b>
73. Surrender Value	is the amount of benefit payable to the Policyholder upon request for Surrender of the policy.
74. Survival Benefit	is the benefit that depends on survival of the Life Assured.
75. Switching	is the process of changing the allocation percentage of existing funds
76. Switching Charge	is the charge applicable on Switching
77. Term †	is same as “Policy Term”.
78. Total & Permanent Disability	<p>is the event where, the Life Assured becomes totally and irreversibly disabled as a result of accidental bodily injury sickness or disease. The life assured must be totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit. The above disability must have lasted without interruption for at least 180 days and must be deemed permanent by an appropriate medical practitioner appointed by the company. The benefit becomes due if the life assured becomes totally and permanently disabled due to an accident or sickness and as a result, not able to earn income from any work, occupation or profession for the rest of his/her life.</p> <p>Total and permanent disability also includes the loss of both arms, or both legs, or one arm and one leg, or of both eyes. Loss of arms or legs means dismemberment by amputation of the entire hand or foot. Loss of eyes means entire and irrecoverable loss of sight.</p>
79. Trigger Event	is applicable only under Trigger Fund Option. Any 15% or more, upward or downward movement in the NAV of Equity Fund, leads to the occurrence of ‘trigger’, wherein funds are re-balanced amongst Equity Fund & Debt Fund in the ratio of 80:20
80. Underwriting	is the process of classification of lives into appropriate homogeneous groups based on the risks covered. based on underwriting, a decision on acceptance of cover as well as an appropriate charges/premium is taken.
81. Unit-linked	in a Unit-linked policy, the value of units in Chosen Funds will vary based on market price of the underlying assets and the investment risk is borne by the Policyholder.
82. Units	are identical subset of the funds’ assets and liabilities as the fund is divided into a number of equal units.
83. Valuation Date	is the Date of calculation of NAV.
84. You †	is the person named as the Policyholder.

### 3 Abbreviations

<b>Abbreviation</b>	<b>Stands for</b>
APW	Applicable Partial Withdrawal
ECS	Electronic Clearance System
FMC	Fund Management Charges
FV	Fund Value
IRDAI	Insurance Regulatory and Development Authority of India
NAV	Net Asset Value, per unit
Rs.	Indian Rupees
SAMF	Sum Assured Multiplier Factor
SAR	Sum-at-risk
TPD	Total & Permanent Disability
UIN	Unique Identification Number (allotted by IRDAI for this product)
ULIP	Unit Linked Insurance Plan

These abbreviations bear the meanings assigned to them elsewhere in the Policy Booklet.

Base Policy benefits contain the following:

#### 4.1 Death Benefit

We will pay the following death benefits:

- 4.1.1 In case the death intimation is received while the policy is in-force, we will pay the highest of the following:
  - 4.1.1.1 Your Fund Value as on the date of death intimation or
  - 4.1.1.2 Sum Assured less Applicable Partial Withdrawals (APW) or
  - 4.1.1.3 105% of the total basic Premiums paid till date of intimation of death
- 4.1.2 In case of death of the life assured while policy is in paid-up status, we will pay the highest of the following:
  - 4.1.2.1 Your Fund Value as on the date of death intimation or
  - 4.1.2.2 Paid-up Sum Assured less Applicable Partial Withdrawals (APW)
- 4.1.3 In case of death intimation is received after the Date of Discontinuance,
  - 4.1.3.1 If death has occurred on or before the Date of Discontinuance, we will pay
    - 4.1.3.1.1 Same death benefit as stated in 4.1.1.
  - 4.1.3.2 If death has occurred after the Date of Discontinuance, we will pay
    - 4.1.3.2.1 Accumulated Fund Value of your discontinued policy fund at the time of intimation of claim to the company.

#### 4.2 Accelerated TPD Benefit

- 4.2.1 In case Life assured is diagnosed with Total and Permanent Disability due to an accident or sickness, we will pay you the applicable Death benefit.

Death Benefit will be payable only once, on Death or on TPD due to Accident or Sickness, whichever occurs earlier.

#### 4.3 Maturity Benefit

- 4.3.1 We will pay your Fund Value or the Discontinued Fund Value as applicable, as Maturity benefit.
- 4.3.2 You can choose to receive your maturity benefit as one of the following two options:
  - 4.3.2.1 A lump-sum amount of your Fund Value as on the Date of Maturity or
  - 4.3.2.2 Amounts payable as per the Settlement Options
- 4.3.3 Settlement Option
  - 4.3.3.1 You should write to us at least 60 days and not before 365 days prior to Date of Maturity, to exercise this option.
  - 4.3.3.2 We will then pay the maturity benefit in instalments.
  - 4.3.3.3 You are required to select the number of years over which you want to receive the payments and the frequency of payment which can be yearly, half-yearly, quarterly or monthly.
  - 4.3.3.4 You can choose a Settlement Period of 2, 3, 4 or 5 years.
  - 4.3.3.5 We will make the first payment on the first day of the first Settlement Year and further payments will be made on the first day of each year, half-year, quarter or month depending on the chosen settlement frequency.
  - 4.3.3.6 We will calculate the first instalment as the Fund Value as on date of maturity divided by total number of instalments based on the chosen frequency and settlement period.
  - 4.3.3.7 We will calculate each further instalment as the then available Fund Value divided by number of outstanding instalments.
  - 4.3.3.8 The last instalment would be the then available fund value.
  - 4.3.3.9 During the Settlement Period
    - 4.3.3.9.1 The Fund Value will remain invested in the funds existing as on the Date of Maturity.
    - 4.3.3.9.2 The investment risk will continue to be borne by you.
    - 4.3.3.9.3 We will pay the amount in the form of yearly, half-yearly, quarterly or monthly instalments as chosen by you.

- 4.3.3.9.4** We will pay you the instalments only through ECS if you have chosen Half-yearly, Quarterly or Monthly frequency for payment.
- 4.3.3.9.5** For payment, we will redeem the units from each fund based on the percentage of that fund to the total Fund Value as on the date of payment
- 4.3.3.9.6** You can ask for full payment of remaining Fund Value at any time
- 4.3.3.9.7** We will not deduct any charges except FMC
- 4.3.3.9.8** We will not allow any partial withdrawal
- 4.3.3.9.9** We will not allow any switching between funds
- 4.3.3.9.10** In case of death of the Policyholder, we will pay the then available Fund Value

#### **4.4 Partial Withdrawal**

You can withdraw your fund partially during the policy term. Such withdrawals will be subject to all of the following:

- 4.4.1** You can withdraw from the 6th Policy Year.
- 4.4.2** We will allow maximum four partial withdrawals in one policy year of which first two will be free.
- 4.4.3** You cannot carry forward unused free partial withdrawals to subsequent Policy Years
- 4.4.4** We will charge of Rs. 100 per withdrawal in excess of free partial withdrawal.
- 4.4.5** We will deduct the partial withdrawal charges from the partial withdrawal amount.
- 4.4.6** During entire Policy Term, we will allow,
  - 4.4.6.1** ten partial withdrawals if your Policy Term is 10 years
  - 4.4.6.2** fifteen partial withdrawals if your Policy Term is 15 years and above
- 4.4.7** The partial withdrawals are expressed as a percentage of the Fund Value at the time of the partial withdrawal
- 4.4.8** You can withdraw
  - 4.4.8.1** a minimum amount of Rs. 2,000.
  - 4.4.8.2** only in multiples of Rs. 1,000.
  - 4.4.8.3** a maximum amount of 15% of the available Fund Value as on withdrawal request date.
- 4.4.9** We will not allow Partial withdrawals if fund value, as consequence of this withdrawal is reduced to less than 50% of the total premiums paid.
- 4.4.10** You cannot make partial withdrawals during the Settlement Period.

#### **4.5 Surrender**

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

- 4.5.1** In case we receive your surrender request on or before the expiry of the Lock-in Period,
  - 4.5.1.1** We will disinvest your units in all funds
  - 4.5.1.2** The resultant amount after deduction of applicable Discontinuance Charges will be kept in the Discontinued Policy Fund
  - 4.5.1.3** We will pay you the Surrender Value on the first Business Day after expiry of the Lock-in Period
  - 4.5.1.4** Surrender Value is the accumulated value of your Discontinued Policy Fund.
- 4.5.2** In case we receive your Surrender request after the expiry of the Lock-in Period,
  - 4.5.2.1** We will disinvest your units in all funds
  - 4.5.2.2** We will pay you the Surrender Value immediately
  - 4.5.2.3** Surrender Value is your Fund Value.
- 4.5.3** All the rights and benefits under the policy will automatically come to an end.

<b>5 Discontinuance of premiums</b>
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- 5.1** If you have not paid any premium due within the Grace Period, we will send you the Discontinuance Notice within 15 days from the expiry of Grace Period. Non-receipt of the notice however, will not be construed as a breach of any contractual obligation on our part.
- 5.2** In the notice we would state that that you are entitled to exercise one of the following options upon discontinuation of the policy:
  - 5.2.1** Opt to Revive the policy within 2 years
  - 5.2.2** Complete Withdrawal from the policy.
 You would have the following option in addition to the above options if the discontinuance is after the lock-in period:
  - 5.2.3** Convert the policy to paid-up status (option available only when 5 years full premiums has been paid)
- 5.3** You should choose your option within a period of 30 days from the date of receipt of notice.
- 5.4** Your fund value will continue to be invested till the time we receive your option or till the expiry of the discontinuance notice period if we do not receive your option, whichever is earlier.

- 5.5** During this period the policy will continue to be in-force with risk cover and all charges i.e. Mortality charges, TPD Charges, FMC, policy administration charges would continue to be deducted.
- 5.6** If you exercise the option to revive the policy within revival period then:
- 5.6.1** If premium is discontinued during first five policy years, then:
- 5.6.1.1** Your fund value as on the date of expiry of the discontinuance notice period will be disinvested and credited to Discontinued Policy Fund net of applicable discontinuance charge.
- 5.6.1.2** If you revive the policy within 2 years time then revival procedure as stated in Chapter 6 – “Revival” would be applicable.
- 5.6.1.3** If you do not revive within the revival period then the discontinuance fund value as on the date of expiry of revival period or the first business day of 6th policy year, whichever is later, would be paid and the contract would be terminated. However, if the date of maturity falls during the revival period, then the discontinuance fund value would be paid on that date.
- 5.6.2** If premium is discontinued after first 5 policy years, then:
- 5.6.2.1** Your policy will be in-force during the revival period with risk cover as per terms and conditions of the policy. Mortality charges, TPD Charges, FMC, policy administration charges would continue to be deducted.
- 5.6.2.2** If you revive the policy, then the revival procedure as stated in Chapter 6 – “Revival” would be applicable.
- 5.6.2.3** If you do not revive within revival period, then the fund value as on the date of expiry of revival period or the date of maturity, whichever is earlier, would be paid and the contract would be terminated.
- 5.7** If you opt to completely withdraw from the policy during the notice period or do not exercise any of the options during notice period, then:
- 5.7.1** If premium is discontinued during first five policy years
- 5.7.1.1** Your fund value as on the date of receipt of your option or as on the last day of the discontinuance notice period if no option is exercised, as the case may be, will be disinvested and credited to Discontinued Policy Fund net of applicable discontinuance charge.
- 5.7.1.2** The fund value of the discontinuance policy fund as on the first working day of 6th policy year will be paid.
- 5.7.1.3** If life assured dies before the payment of discontinued policy value then the same is paid to the beneficiary immediately.
- 5.7.2** If premium is discontinued after first 5 policy years:
- 5.7.2.1** Fund value as on the date of receipt of your option or as on the last day of the discontinuance notice period if no option is exercised, as the case may be, will be paid to you immediately.
- 5.8 Paid-up**
- 5.8.1** Paid-up option is available in case of discontinuance of policy after the lock-in-period and wherein 5 years full premiums has been paid..
- 5.8.2** Once the policy is converted into paid-up, the policy cannot be revived.
- 5.8.3** You can do partial withdrawal’s, when the policy is in the paid-up state.
- 5.8.4** In case, you opt to convert your policy to paid-up, the life cover and the TPD cover would continue with a lower sum assured called as Paid-up sum assured.
- 5.8.5** The paid-up sum assured would be equal to the sum assured multiplied by the ratio of total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy.
- 5.8.6** During the period in which the policy remains paid-up, mortality and TPD charges (on the paid-up SAR), FMC, policy administration charges would be deducted.
- 5.9** If the policy is discontinued after the first five policy years and is in a paid up state or is in the revival period, and the fund value at any time falls below one annual premium, the policy will be terminated and the then available fund value would be paid to the policyholder.

- 6.1** You should write to us on your decision to revive the policy during the Revival Period.
- 6.2** You are required to pay all the due premiums.
- 6.3** You have to submit Good Health Declaration and satisfy other underwriting requirements, if any.
- 6.4** We may accept or reject your revival request. We will inform you the same.

- 6.5 The revival is effective only from the date of acceptance of your request for revival provided you have paid the arrears of premiums in full and complied with all the requirements of the revival.
- 6.6 You cannot revive after the expiry of the Revival Period.
- 6.7 If premium is discontinued during first five policy years
  - 6.7.1 If you opt to revive the policy during the revival period, then the Discontinued Policy Fund will be dis-invested and the discontinuance charge, previously deducted, would be added back to this dis-invested fund amount.
  - 6.7.2 We will automatically shift the resultant fund to your chosen funds in the same proportion as the fund options originally chosen or as chosen in the last switched proportion, whichever is latest.
  - 6.7.3 We will allocate the units based on the NAV as on the date of such revival.
  - 6.7.4 We will deduct policy administration charges and premium allocation charges for the period, starting from the date of Discontinuance.
- 6.8 If premium is discontinued after first five policy years
  - 6.8.1 If you opt to revive, we will invest due premiums paid by you, net of charges in the same proportion as the fund options originally chosen or as chosen in the last switched proportion, whichever is the latest.
  - 6.8.2 We will allocate the units based on the NAV as on the date of such revival.
  - 6.8.3 We will deduct premium allocation charges for the period, starting from the date of Discontinuance.
- 6.9 We shall deduct mortality charges and Accelerated TPD Benefit charges, from the date of revival of the policy.
- 6.10 You will bear the cost of medical examination, if any, up to an amount of Rs. 3,000.

## 7 Premiums

### 7.1 Basic Premium

- 7.1.1 You are required to pay the Premiums in full always on the Premium due dates.
- 7.1.2 You are required to pay unpaid Premium, if any, on or before expiry of Discontinuance Notice Period.
- 7.1.3 If we receive any Premium in advance, units will be allocated only on the Premium due date. We will not pay any interest on Premium received in advance.
- 7.1.4 You are required to pay the Premiums even if you do not receive Premium notice or any other communication from us.
- 7.1.5 You will be liable to pay all applicable taxes as levied by the Government and other Statutory Authorities.
- 7.1.6 If we receive any amount in excess of the required Premium, we will refund the excess.
- 7.1.7 If we receive any amount less than the Required Premium, we will not adjust the amount towards premium till you pay the balance of premium. We will not pay any interest on the partial premium paid by you.
- 7.1.8 You can change the premium frequency, at any policy anniversary.
- 7.1.9 The change in premium frequency shall be allowed, only if the instalment premium after the change meets the minimum premium prescribed for that frequency.

## 8 Premium Re-direction

- 8.1 You can Re-direct your Premiums subject to all of the following:
  - 8.1.1 We will allow you Premium Re-direction from the beginning of the second Policy Year.
  - 8.1.2 You can request for Re-direction only among the available 7 funds present under the Smart Funds Option.
  - 8.1.3 Your Re-direction request will be applicable only on your future Premiums. This will have no effect on your existing funds.
  - 8.1.4 You can re-direct only in multiples of 1% of premiums.
  - 8.1.5 We will not charge for the first re-direction in a policy year.
  - 8.1.6 We will charge you Rs. 100/- per re-direction request from the second re-direction in the same policy year.
  - 8.1.7 We will deduct the charges by cancelling your units as per the NAV on the date of receipt of request.
  - 8.1.8 We will cancel units from all your funds in proportion of their sizes.
  - 8.1.9 We will Re-direct your Premiums if you have applied at least 14 days prior to the due date of premium on which Re-direction is to be applied.

## 9 Funds

### 9.1 The Fund

- 9.1.1 You bear the investment risk in investment portfolio.



- 9.1.2 We will invest the fund in accordance with the guidelines issued by the IRDAI from time to time. We will select the investments, including derivatives and units of mutual funds, for each fund. The investments will be within the limits as mentioned in “Fund Options”.
- 9.1.3 The investments in the units are subject to market and other risks. We do not assure that the objective of the product will be achieved.
- 9.1.4 The NAV of the units will depend on the equity markets and general level of interest rates from time to time.
- 9.1.5 The past performance of the funds is not indicative of the future performance of any of the funds available under this policy.
- 9.1.6 We will apply a minimum guaranteed rate of return of 4% p.a. or as prescribed in the regulations from time to time, to the Discontinued Policy Fund.

## 9.2 Fund Options

- 9.2.1 We will invest your Premium (net of Allocation Charges) as per the fund option chosen.
- 9.2.2 Under Trigger Fund Option
  - 9.2.2.1 We will invest 80% of the Premium received (net of Allocation Charges) in the Equity Fund and the remaining 20% in the Bond Fund
  - 9.2.2.2 At any point of time, if the NAV of Equity Fund increases/decreases by 15% or more, then such excess/shortage value in the Equity Fund automatically gets re-distributed amongst the 2 funds – Equity & Bond, in the ratio of 80:20, without any charges.
  - 9.2.2.3 The Equity Fund NAV so got after the ‘trigger’ event, shall become the new base on which the upward or downward 15% or more ‘trigger’ movement would be calculated.
  - 9.2.2.4 This process shall be followed throughout the policy term.
- 9.2.3 Under Smart Funds Option
  - 9.2.3.1 There are seven funds, which have different risk-return profiles.
  - 9.2.3.2 You may choose to invest contributions in any one or more, of the seven funds, in multiples of 1%.
  - 9.2.3.3 We will allocate your base policy premiums paid at the proposal stage, in the proportion mentioned in your proposal form.
  - 9.2.3.4 We will continue to allocate in the same proportion until you ask us to re-direct. After you re-direct, the future premiums will follow the new proportion.

## 9.3 Funds

### 9.3.1 Equity Fund (SFIN : ULIF001100105EQUITY-FND111)

#### 9.3.1.1 Objective

The objective of this fund is to provide high equity exposure targeting higher returns in the long term.

#### 9.3.1.2 Asset Mix

Assets	Minimum	Maximum
Equity & Equity related instruments	80%	100%
Debt Instruments	Nil	20%
Money Market Instruments	Nil	20%

#### 9.3.1.3 Risk Profile: High

### 9.3.2 Equity Optimiser Fund (SFIN : ULIF010210108EQTYOPTFND111)

#### 9.3.2.1 Objective

The objective of this fund is to provide equity exposure targeting higher returns through long term capital gains.

#### 9.3.2.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	60%	100%
Debt Instruments	Nil	40%
Money Market Instruments	Nil	40%

#### 9.3.2.3 Risk Profile: High

### 9.3.3 Growth Fund (SFIN : ULIF003241105GROWTH-FND111)

#### 9.3.3.1 Objective

To provide long term capital appreciation through investments primarily in equity and equity related instruments with a small part invested in debt and money market for diversification and risk reduction.

#### 9.3.3.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	40%	90%
Debt Instruments	10%	60%
Money Market Instruments	Nil	40%

#### 9.3.3.3 Risk Profile: Medium to High

### 9.3.4 Balanced Fund (SFIN : ULIF004051205BALANCFND111)

#### 9.3.4.1 Objective

To provide accumulation of income through investment in both equities and fixed income securities with an attempt to maintain a suitable balance between return and safety.

#### 9.3.4.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	40%	60%
Debt Instruments	20%	60%
Money Market Instruments	Nil	40%

#### 9.3.4.3 Risk Profile: Medium

### 9.3.5 Bond Fund (SFIN : ULIF002100105BONDULPFND111)

#### 9.3.5.1 Objective

To provide relatively safe and less volatile investment option mainly through debt instruments and accumulation of income through investment in fixed income securities.

#### 9.3.5.2 Asset mix

Assets	Minimum	Maximum
Debt Instruments	60%	100%
Money Market instruments	Nil	40%

#### 9.3.5.3 Risk Profile: Low to Medium

### 9.3.6 Money Market Fund (SFIN : ULIF005010206MONYMKTFND111)

#### 9.3.6.1 Objective

To deploy the funds in liquid and safe instruments so as to avoid market risk on a temporary basis.

#### 9.3.6.2 Asset mix

Assets	Minimum	Maximum
Debt instruments	0%	20%
Money Market Instruments	80%	100%

#### 9.3.6.3 Risk Profile: Low

### 9.3.7 Top 300 Fund (SFIN : ULIF016070110TOP300-FND111)

#### 9.3.7.1 Objective

To provide long term capital appreciation by investing in stocks of top 300 companies in terms of market capitalization on the National Stock Exchange (NSE).

#### 9.3.7.2 Asset mix

Assets	Minimum	Maximum
Equity	60%	100%
Money Market Instruments and Cash	0%	40%

#### 9.3.7.3 Risk Profile : High

### 9.3.8 Discontinued Policy Fund (SFIN : ULIF024110411DISCOPOFND111)

**9.3.8.1** This fund is built to invest the amounts after deduction of applicable Discontinuance Charges, from the disinvested units of the policies Discontinued or Surrendered during the Lock-in Period in the Company's portfolio and to provide the Discontinuance Value or Surrender Value as applicable, to the Policyholders at the end of the Lock-in Period or at the end of the revival period whichever is later..

**9.3.8.2** The objective of the fund is to achieve relatively less volatile investment return mainly through debt instruments and accumulation of income through investment in fixed interest securities and liquid investments.

**9.3.8.3** This is a segregated fund of the Company and created as required by the IRDAI.

**9.3.8.4** We do not offer you this fund as an investment option.

**9.3.8.5** We provide a minimum investment return guarantee equal to 4% per annum or as prescribed in the prevailing regulation, on this fund.

**9.3.8.6** The Discontinued Policy Fund will have the following asset mix

Assets	Minimum	Maximum
Government Securities	60%	100%
Money Market Instruments	Nil	40%

**9.3.8.7** The income earned on this fund will be apportioned to this fund and will be entirely available to you, as applicable.

## 9.4 Introduction of New Fund Options

We may establish new Fund Options with prior approval from IRDAI and we will notify you of the same.

## 9.5 Fund Closure

**9.5.1** We may close existing funds with prior approval from the IRDAI. We will notify you in writing 3 months prior to the closure of the fund.

**9.5.2** You can switch to other existing fund options without switching charges during the 3 months. If you do not switch in this period, we will switch your units to any other funds with similar asset allocation and risk profile.

**9.5.3** We will send on half-yearly basis a statement of account giving various details pertaining to your policy, e.g. total premium paid by you, status of policy, total Fund Value etc. These statements are sent by Ordinary post and non-receipt of Fund Statements shall not be deemed to be a breach of terms and conditions of the policy.

## 10 Units

### 10.1 Creation of Account

We will invest your Premium (net of Allocation Charges) in your chosen fund option.

### 10.2 Allocation of Units

We will allocate units based on the NAVs prevailing on the Date of Allocation.

We will calculate the NAVs up to 4 decimal places. We may change the number of decimal places in future.

### 10.3 Redemption of Units

We will redeem the units based on the NAVs on the Date of Redemption.

## 10.4 Calculation of NAV

### 10.4.1 Valuation of funds

We will value the assets underlying the units on all Business Days. In case of market uncertainties where it is difficult to value the assets the valuation shall be done on a less frequent basis.

Based on the valuation of the assets, we will compute the unit price.

**10.4.1.1** We shall compute the NAV as per the below given formula

[Market value of investment held by the fund

+ the value of any current assets

- the value of any current liabilities & provisions, if any]

divided by

[Number of units existing on valuation date, (before creation/redemption of units)]

### 10.4.2 Extraordinary circumstances

Under extraordinary circumstances, such as extreme volatility in the market price of the assets in the fund, extended suspension of trading on the stock exchanges, natural calamities, riots and similar events, we reserve the right, not to value one or more Fund Options or to change the formula for calculating NAV. We may make necessary changes subject to approval by the IRDAI.

## 10.5 Date of NAV for Allocation, Redemption and Cancellation of Units

We give below the allocation and redemption of units for various transactions and the applicable NAV dates.

Type of transaction	Applicable event date
First Premium	Date of realization or date of underwriting acceptance, whichever is later
Renewal Premium through demand draft or local cheque payable at par	Date of receipt of instrument or due date of premium, whichever is later
Renewal Premium through outstation cheque or demand draft	Date of realization or due date of premium, whichever is later
Partial withdrawal, Switch or Free-look cancellation	Date of receipt of request
Rebalancing on the happening of 'Trigger' event	Date of trigger
Death Benefit claim	Date of receipt of death claim intimation
Revival with premium through demand draft or local cheque payable at par	Date of receipt of instrument
Revival with premium through outstation demand draft or cheque	Date of realization
Termination	Date of termination
Maturity Benefit	Date of Maturity
Surrender	Date of receipt of Surrender request
Discontinuance	Date of Discontinuance
Settlement Option	Date of payment under Settlement Option
Revival	Date of realization of instrument or date of underwriting acceptance, whichever is later

**10.5.1** In case of transactions through electronic transfer or other approved modes, we will consider closing NAV of transaction realisation date.

**10.5.2** If the above applicable event occurs by the cut-off time, we will apply the closing NAV of the same day.

**10.5.3** If the above applicable event occurs after the cut-off time, we will apply the closing NAV of the next day.

**10.5.4** The current cut-off time is 3.00 p.m. This cut-off time may change as per IRDAI's prevailing guidelines.

**10.5.5** If we change this cut-off time, we will notify you.

## 11 Switching

**11.1** You can Switch your funds during the Policy Term, subject to all of the following:

**11.1.1** You can Switch only among the available 7 funds present under the Smart Funds Option.

**11.1.2** We will not charge for the first two switches in a Policy Year.

**11.1.3** We will charge you Rs. 100 per switch from the third Switch onwards in the same Policy Year.

- 11.1.4 You cannot carry forward free unused Switches to subsequent Policy Years.
- 11.1.5 We will deduct the Switching Charges from the amount to be switched.
- 11.1.6 You can ask for a Switch in terms of amount or in percentage.
- 11.1.7 You can Switch a minimum amount of Rs. 2,000.
- 11.1.8 You can Switch only in multiples of 1% of each fund.
- 11.1.9 You can Switch only once in a day.
- 11.1.10 You can not switch during the settlement period.

## 12 Portfolio Transfer Option

- 12.1 You can opt to change the selected Fund Option – Trigger Fund or Smart Funds, at any policy anniversary date.
- 12.2 We will carry out the portfolio transfer, if you have applied at least 2 months prior to the policy anniversary.
- 12.3 You can opt for portfolio transfer, only 2 times in the entire Policy Term
- 12.4 We will not deduct any charges for exercising this option.
- 12.5 We will carry out, switching of funds & premium re-direction simultaneously. The total existing funds would be transferred from one fund option to the other fund option, so chosen by you.
- 12.6 All your future premiums would also be redirected to the new fund option, in the proportion, so opted.
- 12.7 At any point of time, your fund(s) would be present in only one Fund Option.

## 13 Charges

### 13.1 Premium Allocation Charges

13.1.1 We will recover premium Allocation Charges as a percentage of Premium as per the following table:

Policy Year	Premium Allocation Charge (% of premium)
1	5.75%
2 - 5	4.00%
6 - 7	3.50%
8	2.50%
9	2.00%
10 onwards	1.50%

13.1.2 We will allocate your Premiums to the funds after deducting these charges.

### 13.2 Policy Administration Charges

13.2.1 We will deduct policy administration charge equal to Rs 33.33 per month

13.2.2 We will recover these charges on the first Business Day of every Policy Month by cancelling units from funds in proportion to their sizes

### 13.3 Fund Management Charges

13.3.1 We will recover Fund Management Charge (FMC) on a daily basis, as a percentage of the Fund Value which will be reflected in the NAV of the funds.

13.3.2 The annual FMC for the funds will be as follows:

Fund Options	FMC
Equity Fund	1.35%
Equity Optimiser Fund	1.35%
Growth Fund	1.35%
Balanced Fund	1.25%
Bond Fund	1.00%
Money Market Fund	0.25%
Top 300 Fund	1.35%
Discontinued Policy Fund	0.50%

### 13.4 Discontinuance Charges

13.4.1 We will recover Discontinuance Charges from the Fund Value.

13.4.2 The Discontinuance Charges will be as per the following table:

Year of Discontinuance	Discontinuance Charges for premium up to Rs 25,000	Discontinuance Charges for premium above Rs 25,000
1	Lower of 20% × (Annualised Premium or Fund Value) subject to maximum of Rs. 3,000	Lower of 6% × (Annualised Premium or Fund Value) subject to maximum of Rs. 6,000
2	Lower of 15% × (Annualised Premium or Fund Value) subject to maximum of Rs. 2,000	Lower of 4% × (Annualised Premium or Fund Value) subject to maximum of Rs. 5,000
3	Lower of 10% × (Annualised Premium or Fund Value) subject to maximum of Rs.1,500	Lower of 3% × (Annualised Premium or Fund Value) subject to maximum of Rs.4,000
4	Lower of 5% × (Annualised Premium or Fund Value) subject to maximum of Rs.1,000	Lower of 2% × (Annualised Premium or Fund Value) subject to maximum of Rs.2,000
5 onwards	Nil	Nil

13.4.3 The year of Discontinuance is the Policy Year in which the Date of Discontinuance falls.

### 13.5 Switching Charges

13.5.1 We will charge you Rs.100 per Switch from third Switch onwards in the same Policy Year.

### 13.6 Partial Withdrawal Charges

13.6.1 We will charge Rs.100 for the third withdrawal in any Policy Year.

13.6.2 We will recover the charge from the withdrawal amount before payment.

### 13.7 Premium Re-direction charges

13.7.1 We will charge Rs. 100 per re-direction from the second re-direction in the same policy year.

13.7.2 We will deduct the charges by cancelling units from all your funds in proportion to their sizes.

### 13.8 Mortality Charges

13.8.1 We will calculate Mortality Charges based on the Age of the Life Assured.

13.8.2 We will charge the same on the first Business Day of every policy month by cancelling units in proportion to their sizes.

13.8.3 Monthly Mortality Charges = Sum-at-risk × ( Annual Mortality Charge / 12 )

13.8.4 The Annual Mortality Charge will be as per the following table:

Annual Mortality Charge per Rs. 1,000 sum-at-risk					
Age of the Life Assured	Annual Mortality Charge	Age of the Life Assured	Annual Mortality Charge	Age of the Life Assured	Annual Mortality Charge
18	0.99	36	1.68	54	9.09
19	1.04	37	1.80	55	9.86
20	1.08	38	1.93	56	10.66
21	1.12	39	2.08	57	11.50
22	1.14	40	2.26	58	12.39
23	1.16	41	2.46	59	13.35
24	1.17	42	2.69	60	14.38
25	1.19	43	2.97	61	15.51
26	1.20	44	3.28	62	16.75
27	1.21	45	3.64	63	18.11
28	1.23	46	4.06	64	19.62
29	1.25	47	4.53	65	21.28
30	1.28	48	5.06		
31	1.32	49	5.63		
32	1.37	50	6.26		
33	1.43	51	6.92		
34	1.50	52	7.62		

35	1.58	53	8.34	
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**13.8.5** Sum-at-risk for in-force policies is the higher of the following two amounts:

**13.8.5.1** Sum Assured at inception or the enhanced Sum Assured, based on the Plan Option chosen, less Applicable Partial Withdrawals (APW) less your Fund Value as on the date of calculation.

**13.8.5.2** 105% of the total basic premiums paid till date of calculation less your Fund Value as on the date of calculation.

**13.8.6** Sum-at-risk for paid-up policies is equal to Paid-up Sum Assured less Applicable Partial Withdrawals (APW) minus the Fund Value as on that date.

**13.8.7** We will consider Sum-at-risk as zero if it is less than zero.

### **13.9 Accelerated TPD Benefit Charge:**

**13.9.1** Charges are recovered on a monthly basis, on the 1st working day of each policy month by the way of cancellation of appropriate number of units.

**13.9.2** Monthly Charges = Sum Assured \* (Annual rate / 12)

**13.9.3** Annual rate is Rs 0.40 per 1000 Sum Assured.

**13.9.4** Sum-at-risk for calculation of Acceleration TPD charges will be equal to the mortality charges Sum-at-risk

### **13.10 New services and revision of charges**

**13.10.1** We may change any of the charges subject to prior approval by the IRDAI.

**13.10.2** We may introduce new services and the corresponding charges, subject to prior approval by the IRDAI.

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

### **13.11 Miscellaneous Charges**

**13.11.1** We will charge Rs. 100 per statement for additional or duplicate copy of fund statement by cancelling units from all your funds in proportion to their sizes.

## **14 Claims**

### **14.1 Death claim**

**14.1.1** 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.

**14.1.2** We will require the following documents:

- 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

**14.1.3** Claim under the policy should be filed with us within 90 days of date of death. However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, We, at our sole discretion, may condone such delay and examine the admissibility or otherwise of the claim, if such delay is proved to be for reasons beyond the control of the nominee/claimant.

**14.1.4** If the policy is assigned, we will pay the claim to the Assignee.

**14.1.5** If the policy is not assigned, and

**14.1.5.1** you are not the Life Assured, we will pay you or your legal heir

**14.1.5.2** you are the Life Assured, we will pay

**14.1.5.2.1** the Nominee, if the Nominee is not a Minor

**14.1.5.2.2** the Appointee, if the Nominee is a Minor

**14.1.5.2.3** your legal heir, if nomination is not valid

### **14.2 Accelerated Total and Permanent Disability claim:**

**14.2.1** You should intimate to us the occurrence, nature and date of disability

**14.2.2** We will require the following documents

- Total and Permanent Disability claim form
- Medical treatment papers, medical reports, Discharge summary
- Original Policy document
- KYC documents
- Bank statement

**14.2.3** We will pay the claim to the assignee if the policy is assigned.

**14.2.4** If the policy is not assigned, we will pay you or your legal heir

### **14.3 Maturity Claim**

**14.3.1** You are required to submit the original policy document and the discharge form at any of our offices.

**14.3.2** If the policy is assigned, we will pay the claim to the Assignee.

**14.3.3** If the policy is not assigned, we will pay the claim to you.

### **14.4 Surrender**

**14.4.1** We will require the original policy document and discharge form.

**14.4.2** If the policy is assigned, we will pay the Surrender Value to the Assignee.

**14.4.3** If the policy is not assigned, we will pay the Surrender Value to

**14.4.3.1** you

**14.4.3.2** your legal heir, in case of death of Policyholder is subsequent to date of Surrender request but before date of payment.

## **15 Termination**

### **15.1 Termination of covers under the Base Policy**

All the covers under the Base Policy will end on the earliest of the following:

**15.1.1** The date on which we receive your Surrender request for Base Policy

**15.1.2** Date of Discontinuance of policy if it is during first five years of the policy

**15.1.3** The end of notice period if we do not receive any reply from you

**15.1.4** The date on which your policy terminates.

### **15.2 Termination of your policy**

Your policy will terminate on the earliest of the following:

**15.2.1** The date of payment on death of the Life Assured.

**15.2.2** The date of payment on Maturity.

**15.2.3** The date of payment of Surrender Value or Accumulated Value of your Discontinued Policy Fund.

**15.2.4** If the policy is discontinued after the first five policy years and is in a paid up state or is in the revival period, and the fund value at any time falls below one annual premium.

## **16 General Terms**

### **16.1 Free-look Period**

**16.1.1** If you have purchased the 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 stating the reasons for objection.

**16.1.2** If you have purchased the policy through a channel other than distance marketing, 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.

**16.1.3** We shall refund you the amount arrived as per the following formula:

Fund Value Plus the following which are already deducted

(Premium Allocation Charges

Plus Policy Administration Charges

Plus Accelerated TPD Benefit Charges

Plus Mortality charges

Plus Corresponding service tax and cess)

Minus the following:

(Mortality Charges and Accelerated TPD Benefit Charges along with the corresponding service tax and cess, proportionate to the period you were covered

Plus Cost of Stamp Duty

Plus Medical Expenses, if any)



**16.1.4** You cannot revive or restore your policy once you have returned your policy.

## **16.2 Suicide exclusion**

**16.2.1** If the Life Assured, sane or insane, commits suicide, within one year, we will not pay the death benefit.

**16.2.2** We will calculate one year from the Date of Commencement of Risk or from the Date of Revival of the Policy.

**16.2.3** We will pay your Fund Value as on the date of intimation of death and the contract would cease.

**16.2.4** Any charges recovered subsequent to the date of death shall be paid back to the nominee along with the death benefit.

## **16.3 TPD exclusions**

**16.3.1** Intentional self-inflicted injury, attempted suicide, insanity or immorality or whilst the life assured is under the influence of intoxicating liquor, drug or narcotic substances.

**16.3.2** Criminal acts: Life assured involvement in Criminal and/or unlawful acts with Criminal/Unlawful intent

**16.3.3** War and Civil Commotion: War, invasion, hostilities, (whether war is declared or not), civil war, rebellion, revolution or taking part in a riot or civil commotion.

**16.3.4** Nuclear Contamination: The radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

**16.3.5** Aviation: Life assured participation in any flying activity, other than as a passenger in a commercially licensed aircraft.

**16.3.6** Hazardous sports and pastimes: Taking part or practicing for any hazardous hobby, pursuit or any race not previously declared and accepted by the Company.

**16.3.7** Any pre-existing diseases.

**16.3.8** Drug Abuse: Life assured under the influence of Alcohol or solvent abuse or use of drug or narcotic substances except under the direction of a registered medical practitioner.

**16.3.9** Disability arising directly or indirectly as a result of infection from, or treatment of, any HIV and/or AIDS.

**16.3.10** Arising from employment of the Life Assured in the armed forces or military service of any country at war (whether war be declared or not) or from being engaged in duties of any para-military, security, naval or police organisation.

## **16.4 Policy loan**

Your policy will not be eligible for any loans.

## **16.5 Nomination**

**16.5.1** 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.

**16.5.2** 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.

**16.5.3** You may cancel or change the existing nomination.

**16.5.4** 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.

**16.5.5** Your nomination should be registered in our records so as to make it binding on us.

**16.5.6** 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]

## **16.6 Assignment**

**16.6.1** You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.

**16.6.2** 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.

**16.6.3** 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.

**16.6.4** You may assign your policy wholly or in part.

**16.6.5** You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.

**16.6.6** The assignment or reassignment of your policy should be registered with us so as to make it binding on us.

**16.6.7** 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 in Annexure – (I) for reference]

#### **16.7 Non-disclosure**

**16.7.1** We have issued your policy based on your statements in your proposal form, personal statement, medical reports and any other documents that are submitted to us.

**16.7.2** 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.

**16.7.3** 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.

**16.7.4** 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]

#### **16.8 Grace Period**

**16.8.1** You can pay your Premiums within a Grace Period of 30 days from the due dates, for yearly, half-yearly and quarterly premium frequencies.

**16.8.2** You have a Grace Period of 15 days for monthly premium frequency

**16.8.3** The covers under the Base Policy will be available in full during the Grace Period.

#### **16.9 Misstatement of age**

If we find that the correct age of the Life Assured is different from that mentioned in the proposal form, we will check the eligibility for the covers under the Base Policy, as on the Date of Commencement of Policy.

##### **16.9.1 If eligible,**

**16.9.1.1** If the correct age is found to be higher, we will recover the difference in Mortality Charges along with interest by cancelling units from all your funds in proportion to their sizes. We may require medical reports depending on your correct age and assess the risk afresh. We may charge an extra premium or even decline your proposal and refund your fund value in case we cannot offer you the risk cover for the revised age.

**16.9.1.2** If the correct age is found to be lower and

**16.9.1.2.1** SAMF is required to be increased to the minimum level as required under this policy, then

**16.9.1.2.1.1** Mortality charge may increase as a result of higher SAMF or decrease as a result of lower age. The difference in mortality charge would then be recovered or allocated as additional units as appropriate.

**16.9.1.2.2** SAMF is not required to be increased to the minimum level as required under this policy

**16.9.1.2.2.1** We will allocate additional units for the difference in Mortality Charges to all your funds in proportion to their sizes.

**16.9.1.3** We will terminate your policy, if your Fund Value is not sufficient to cover the difference in charges and applicable interest.

##### **16.9.2 If not eligible,**

**16.9.2.1** We will terminate your policy.

**16.9.2.2** We will pay you the Fund Value as on the date of decision after deducting applicable Discontinuance Charges and difference in the Mortality Charges along with interest.

#### **16.10 Participation in profits**

Your policy does not participate in our profits.

#### **16.11 Taxation**

**16.11.1** You are liable to pay the Service Tax/Cess/GST and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on all the applicable charges, as per the product feature.

**16.11.2** You are eligible for Income Tax benefits/exemptions as per the applicable income tax laws in India, which are subject to change from time to time. You may visit our website for further details: [http://www.sbilife.co.in/sbilife/content/21\\_3672#5](http://www.sbilife.co.in/sbilife/content/21_3672#5). Please consult your tax advisor for details.

#### **16.12 Date formats**

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

#### **16.13 Electronic transactions**

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

#### **16.14 Communications**

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

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

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

**16.14.4** 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  
Telephone No : + 91 - 022 - 6645 6241  
FAX No. : + 91 - 022 - 6645 6655  
E-mail: [info@sbilife.co.in](mailto:info@sbilife.co.in)

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

## **17 Complaints**

#### **17.1 Grievance redressal procedure**

**17.1.1** If you have any query, complaint or grievance, you may approach any of our offices.

**17.1.2** You can also call us on our toll-free number 1800 22 9090 (9a.m. to 9p.m.).

**17.1.3** 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.: +91 - 22 - 6645 6241  
Fax No.: +91 - 22 - 6645 6655  
E-mail Id: [info@sbilife.co.in](mailto:info@sbilife.co.in)

**17.1.4** 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”.

**17.1.5** The address of the Insurance Ombudsman and the Redressal of Public Grievances Rules, 1998, are, available on the website of IRDAI, <http://www.igms.irda.gov.in> and in our website <http://www.sbilife.co.in>. The address of the ombudsman at Mumbai is:

Office of the Insurance Ombudsman (Maharashtra and Goa)

3<sup>rd</sup> 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: [ombudsmanmumbai@gmail.com](mailto:ombudsmanmumbai@gmail.com)

**17.1.6** We have also enclosed a list of addresses of insurance ombudsmen.

**17.1.7** In case the complaint is not fully attended by us within 15 days of lodging the complaint through our Grievance Redressal Mechanism; you may escalate the complaint to IRDAI through the Integrated Grievance Management System (IGMS) website: <http://www.igms.irda.gov.in> or contact IRDAI Grievance Call Centre on toll-free number : 155255/ 1800 4254 732

## 18 Relevant Statutes

### 18.1 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.

### 18.2 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.

### 18.3 Section 45 of the Insurance Act 1938

[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in annexure – III for reference]

### 18.4 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

### 18.5 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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**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 policySuch 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. ]***

SAMPLE

## 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 23.03.2015. The extant provisions in this regard are as follows:

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

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

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act 2015.

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act 2015, a nomination is made in 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. ]***

SAMPLE

### 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.

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