

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE



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

**POLICY
DOCUMENT**

SBI LIFE – SARAL SHIELD

UIN: 111N066V02

(A NON-LINKED NON-PARTICIPATING TERM ASSURANCE PLAN)

Registered & Corporate Office: SBI Life Insurance Co. Ltd, "Natraj", M.V. Road & Western Express Highway Junction, Andheri (East), Mumbai - 400 069.

Website: www.sbilife.co.in | Email: info@sbilife.co.in | CIN: L99999MH2000PLC129113

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

Policy Schedule

Your Policy

Welcome to your **SBI Life – Saral Shield** 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 111N066V02.

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. If you have chosen riders, then rider documents would also be part of the policy document. You should read these carefully to make sure that you are satisfied with the terms and conditions of the policy. Please keep these in a safe place.

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

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

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 expiry of term	<< dd/mm/yyyy >>

Base policy information	
21. Initial Sum Assured (Rs.)	<< at inception >>
22. Benefit Structure	<< Level Term Assurance / Decreasing Term Assurance (Loan Protection) << @ x % p.a. >> / Decreasing Term Assurance (Family Income Protection) << @ Rs. x p.m. >>
23. Premium frequency	<< Single Premium / Yearly / Half-Yearly / Quarterly / Monthly >>
24. Installment Premium (including Riders, if any)	<< >>
Riders chosen	
Name of the Rider	UIN
<< Names of the selected Riders / No riders applicable >>	<< UIN / Not applicable >>

Base policy and Riders						
Benefit	Initial Sum Assured (Rs.)	Policy Term (Years)	Premium paying term (Years)	<< Premium Frequency >> Installment Premium (Rs.)	Due date of last premium	Cover End Date
Base Policy			<< Single / Term >>		<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
SBI Life – Accidental Death Benefit Rider (UIN: 111B015V02)			<< Single / Term >>		<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
SBI Life - Accidental Total & Permanent Disability Benefit Rider (UIN: 111B016V02)			<< Single / Term >>		<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Total Installment Premium, excluding applicable taxes						
Applicable Taxes	<<>>					
Applicable rate of Tax*						
Total Installment Premium, including applicable taxes						

*includes Applicable taxes and/ or any other statutory levy/ duty/ surcharge, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax laws.

All references to riders in your policy document will be applicable only if we have offered the respective riders.

<< To be printed wherever applicable

Applicable clauses

>>

<< To be printed only when staff discount is applicable

We have provided for staff discount as per the following rates on your premium:

Premium	
Policy Year	Discount applicable on the premium
Throughout the Policy term	<<5% for regular premium/2% for single premium>>

>>

<<

Effective Sum Assured Table

Please refer the Sum Assured schedule attached herewith for Decreasing Term Assurance (Loan Protection) @ << x % p.a. >>

>>

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

Authorised Signatory			
Name			
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 *****

Table of Contents

Policy Booklet

Base Policy	15
1 Definitions	15
2 Abbreviations	16
3 Effective Sum Assured	17
3.1 Level Term Assurance	17
3.2 Decreasing Term Assurance (Loan Protection)	17
3.3 Decreasing Term Assurance (Family Income Protection)	17
4 Base Policy Benefits	17
4.1 Death Benefit	17
4.2 Survival Benefit	17
4.3 Maturity Benefit	17
4.4 Surrender	18
5 Premiums	18
6 Revival	18
7 Claims	19
7.1 Death claim	19
7.2 Survival Claim	19
7.3 Maturity Claim	19
7.4 Surrender	19
8 Termination	19
9 General Terms	20
9.1 Free-look period	20
9.2 Suicide exclusion	20
9.3 Policy loan	20
9.4 Nomination	20
9.5 Assignment	20
9.6 Non-disclosure	21
9.7 Grace period	21
9.8 Misstatement of age	21
9.9 Participation in profits	21
9.10 Taxation	21

9.11	Date formats	22
9.12	Electronic transactions	22
9.13	Communications	22
10	Complaints	22
10.1	Grievance redressal procedure.....	22
11	Relevant Statutes	23
11.1	Governing laws and jurisdiction.....	23
11.2	Section 41 of the Insurance Act 1938, as amended from time to time.....	23
11.3	Section 45 of the Insurance Act 1938, as amended from time to time.....	23
11.4	Rule 13 of Ombudsman Rules, 2017.....	23
11.5	Rule 14 of Ombudsman Rules, 2017.....	24
11.6	Protection of Policyholders' Interest	24
	Rider Documents	25
1	SBI Life – Accidental Death Benefit Rider	25
1.1	General Conditions.....	25
1.2	Definition of Accident.....	25
1.3	Exclusions	25
1.4	Surrender.....	26
1.5	Termination.....	26
2	SBI Life – Accidental Total & Permanent Disability Benefit Rider.....	27
2.1	General Conditions.....	27
2.2	Definition of ATPD.....	27
2.3	Definition of Accident: An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.....	27
2.4	Exclusions	27
2.5	Surrender.....	28
2.6	Termination.....	28
	Annexure I.....	29
	Annexure II.....	31
	Annexure III.....	33

Base Policy

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

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

1 Definitions

These definitions apply throughout your policy document.

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

Expressions	Meanings
1. Age	is the age last birthday; i.e., age in completed years.
2. Age at entry †	is the age last birthday as on the date of commencement of your policy.
3. Appointee †	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 during the term of the policy while the nominee is a minor.
4. Assignee	is the person to whom the rights and benefits are transferred by virtue of an assignment under section 38 of the Insurance Act, 1938.
5. Base Policy	is that part of your policy referring to the basic benefit.
6. Cover End Date †	is the date on which the benefit terminates on expiry of the benefit term.
7. Date of commencement of policy †	is the start date of your policy.
8. Date of commencement of risk †	is the date from which the insurance cover under the policy commences.
9. Date of revival	is the date on which the policy benefits are restored at the conclusion of the revival process
10. Death Benefit	is the amount payable on death of the life assured.
11. Effective Sum Assured	is the amount payable on the happening of insured event under the base policy.
12. Endorsement	a change in any of the terms and conditions of your policy, agreed to or issued by us, in writing.
13. Financial Year	is the period commencing from 1 st April of any year to 31 st March of the following year.
14. Free-look period	is the period during which you have the option to return the policy and cancel the contract.
15. Grace period	is the period from the premium due date during which you can pay the premium without any late fees, interest & other requirements and the policy is considered to be in-force with the risk cover but the policyholder is still liable to pay the outstanding premium.
16. In-force	is the status of the policy when all the due premiums have been paid up to date.
17. Initial Sum Assured †	is the sum assured as on the date of commencement of policy.
18. Installment premium †	is the amount of money payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. Applicable taxes are payable in addition.
19. Lapse	is the status of the policy when a due premium is not paid before the end of grace period.
20. Life assured †	is the person in relation to whom life and other benefits are granted.
21. Minor	is a person who has not completed 18 years of age.
22. Monthly Income	is the amount arrived at by dividing the initial sum assured by the policy term, in months.
23. 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.
24. Non-participating	means that your policy does not have a share in our profits.
25. Policyholder or Policy Owner †	is the owner of the policy and is referred to as the proposer in the proposal form. The policy owner need not necessarily be the same person as the life assured.
26. Policy anniversary†	is the same date each year during the policy term as the date of commencement. If the date of commencement is on 29 th of February, the policy anniversary will be the last date of February.

Expressions	Meanings
27. Policy document	Means the policy schedule, policy booklet, endorsements (if any), rider documents (if any). Any subsequent written agreements mutually agreed by you and us during the term of the policy also form a part of the Policy document.
28. 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 of policy. If the said corresponding date is not available in a calendar month, then the last day of the calendar month will be considered for this purpose.
29. Policy Schedule	is the document that sets out the details of your policy.
30. Policy Term †	It is the period commencing with the Date of commencement of the Policy and terminating with the Date of maturity.
31. Policy year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day of the Policy year and excludes the next policy anniversary day.
32. Premium frequency †	is the period between two consecutive premium due dates for regular premium policy; the premium frequency can be either of Yearly, Half-yearly, Quarterly or Monthly;
33. Premium paying term †	is the period, in years, over which premiums are payable.
34. Revival	is the process by which the benefits lost under a lapsed policy, are restored.
35. Revival period	is a 2-year period from the due date of first unpaid premium.
36. Rider †	is a cover which can be opted with base plan.
37. Rider sum assured †	is the amount payable upon the happening of event insured under the rider provided the claim is found admissible.
38. Rider term †	is the period, in years, during which the contractual rider benefits are payable.
39. Single Premium †	is the premium payable at the start of policy with no obligation to pay any further premiums.
40. Surrender	is the voluntary termination of the policy before the expiry of the policy term; a surrender value will be payable, if applicable.
41. Surrender Value	is the amount, if any, payable to the Policyholder upon early and voluntary termination of the Policy by the Policyholder.
42. Underwriting	is the process of classification of lives into appropriate homogeneous groups based on the underlying risks. Based on underwriting, a decision is taken on whether a risk cover can be granted and if so at what rates of premium and under what terms.
43. We, Us, Our	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority (IRDAI). The registration number allotted by the IRDAI is 111.
44. You, Your †	is the person named as the policyholder.

2 Abbreviations

Abbreviation	Stands for
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
ATPD	Accidental Total and Permanent Disability
UIN	Unique Identification Number (allotted by IRDAI for this product)

These abbreviations bear the meanings assigned to them elsewhere in the policy booklet. These abbreviations and definitions are only meant to explain the terms used in this policy. The actual benefits payable under the policy are governed by the terms and conditions of this policy as given hereunder below:

3 Effective Sum Assured

We define 'Effective Sum Assured' under various benefit structures as follows:

3.1 Level Term Assurance

3.1.1 Effective Sum Assured on any day is equal to the initial sum assured.

3.2 Decreasing Term Assurance (Loan Protection)

3.2.1 The Effective sum assured under this option is of diminishing nature and the sum assured goes on decreasing over the term of the policy. Effective Sum Assured on any day will be the sum assured as per the 'Effective Sum Assured Table' provided in the Policy Schedule. The table is based on rate of interest on the loan and the policy term. The rate of interest on loan, as mentioned in the proposal form, is considered for the purpose of drawing the Effective Sum Assured Table and the Company shall consider this table only for determining the effective sum assured. The actual loan outstanding may be different from the effective sum assured due to various reasons like variations in interest rates, defaults in the payment of Equated Monthly Installments ... etc and the Company shall not consider the actual amount of loan outstanding. The Company shall strictly go by the effective sum assured as mentioned in the Effective Sum Assured Table, as on the date of the death of the life assured.

3.3 Decreasing Term Assurance (Family Income Protection)

3.3.1 The effective sum assured under this option is of diminishing nature and the effective sum assured goes on decreasing over the term of the policy.

3.3.2 Effective Sum Assured on any day is the discounted present value of Monthly Income Payments for the remaining term of the policy as on the date of acceptance of death claim, i.e. the period from the day after the date of acceptance of death claim to the cover end date.

3.3.3 The discounting would be done on the date of calculation of Effective Sum Assured.

3.3.4 We will declare the rate of interest on 1st April every year for calculating the discounted present value and the same will apply during the financial year. The rate will be equal to a 100 basis points mark up on the 10 year benchmark G-Sec rate rounded to the nearest 25 basis points.

4 Base Policy Benefits

4.1 Death Benefit

In case of death of the Life assured while the policy is in-force, if death intimation is received and the death claim is found admissible, we will pay the death benefit depending upon the type of cover, as follows:

4.1.1 Level Term Assurance

4.1.1.1 We will pay the Effective Sum Assured.

4.1.2 Decreasing Term Assurance (Loan Protection)

4.1.2.1 We will pay the Effective Sum Assured.

4.1.3 Decreasing Term Assurance (Family Income Protection)

4.1.3.1 We will make the benefit payments in the form of monthly payments or as a lump sum payment.

4.1.3.1.1 The monthly income payments, from the date of death to the date of acceptance will be paid as a lump sum on acceptance of claim. No interest will be paid on this lump sum amount.

4.1.3.1.2 If your nominee requests for the monthly payments, we will make the monthly income payments on the 1st working day of every calendar month following the date of acceptance of claim till the expiry of the policy term.

4.1.3.1.3 Monthly Income payments will be equal to the initial sum assured divided by the policy term in months.

4.1.3.1.4 If your nominee requests for the lump sum payment, we will pay the effective sum assured as on date of acceptance of claim by discounting the monthly income payments payable for the remaining term of the policy.

4.2 Survival Benefit

4.2.1 There is no survival benefit in your policy.

4.3 Maturity Benefit

4.3.1 There is no maturity benefit in your policy.

4.4 Surrender

4.4.1 You may surrender your policy during the term of the policy after completion of the 1st policy year. Such surrenders will be subject to all of the following:

4.4.1.1 We will pay you the surrender value, if you have paid single premium.

4.4.1.2 We will not pay you any surrender value if you have opted to pay regular premiums.

4.4.1.3 We will not pay you any other benefit after the payment of Surrender Value, if any. If there is no surrender value payable under your policy, all the benefits under the policy shall cease on receipt of your request for surrender of the policy and the policy shall automatically terminate from the date of receipt of your request for surrender of the policy.

4.4.1.4 The surrender value payable would be based on the benefit structure and is calculated as $\text{Single Premium} \times \text{Factor 1} \times \text{Factor 2} \times \text{Factor 3}$ where, the factors will take values according to the following table.

Benefit Structure	Factor 1	Factor 2	Factor 3
Level Term Assurance	75%	Outstanding term / Policy Term	1
Decreasing Term Assurance (Loan Protection)			Effective SA at time of surrender / Initial Sum Assured
Decreasing Term Assurance (Family Income Protection)			(Monthly Income \times Outstanding term) / Initial Sum Assured

4.4.1.4.1 The single premium used in the calculation of surrender value will be the premium for the base policy excluding any extra premium and applicable taxes.

4.4.1.4.2 Outstanding term will be calculated as:

Policy Term, in months – Completed months as on the date of receipt of surrender request

4.4.1.5 Your request for surrender of your base policy will also be treated as request for surrender of riders, if any. Rider benefits shall automatically terminate once you surrender your base policy.

5 Premiums

5.1 You are required to pay the premiums on or before the premium due dates or within the grace period.

5.2 You are required to pay the premiums even if you do not receive any communication from us for payment of renewal premium. We are not liable to send you any premium notices, whatsoever.

5.3 You are required to pay the premium for the riders, if any, along with the base premium.

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

5.5 If we receive any amount in excess of the required premium, we will refund the excess, without any interest.

5.6 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. If we pay your claim under any of your riders, you are required to continue to pay the premiums for your remaining benefits, if any.

5.7 The premium frequency can be changed only on a policy anniversary by sending a written request at least one month in advance. Change in premium frequency is subject to:

5.7.1 Minimum premium requirement for the requested premium frequency;

5.7.2 Availability of the requested premium frequency on the day of change in premium frequency;

5.7.3 Premium rates applicable for the changed premium frequency will be the same as the premium rates applicable on the date of commencement of policy.

6 Revival

6.1 If premiums are not paid within the grace period, your policy lapses. No benefits are then payable under your policy.

6.2 If your policy lapses, then the riders attached with your policy will also lapse.

6.3 You can revive your policy during its revival period of 2 years from the date of first unpaid premium or before the cover end date whichever is earlier.

- 6.4 You should write to us during the revival period requesting for revival of your policy.
- 6.5 You may have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra premium based on underwriting.
- 6.6 We may accept or reject your revival request or may allow the revival without the riders. We will inform you about the same.
- 6.7 Revival will be subject to underwriting basis of our Board approved underwriting policy.
- 6.8 Your riders, if revived, will recommence only from the date of revival of the policy and along with the revival of the base policy, and not in isolation.
- 6.9 You are required to pay all due premiums, not paid during the revival period, along with interest. The due premiums would include installment premium, rider premiums, if any and any extra premium intimated to you at the time of inception of your policy.
- 6.10 The interest rate will be charged at a rate declared by us from time to time.
- 6.11 You cannot revive after the expiry of the revival period or the cover end date whichever is earlier.
- 6.12 Revival shall not be effective unless we accept the revival and intimate you the same in writing.

7 Claims

7.1 Death claim

- 7.1.1 The policyholder, nominee or the legal heir should intimate the death of the life assured in writing, stating at least the policy number, cause of death and date of death.
- 7.1.2 We will require the following documents to process the claim:
 - Original policy document
 - Original death certificate from municipal / local authorities
 - Claimant's statement and claim forms in prescribed formats
 - Any other documents including post-mortem report, first information report where applicable
- 7.1.3 Claim under the policy may be filed with us within 90 days of date of claim event.
- 7.1.4 However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, we, 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.
- 7.1.5 We will pay the claim to the assignee, if the policy is assigned.
- 7.1.6 If the policy is not assigned, and
 - 7.1.6.1 you are not the life assured, we will pay you or your legal heir
 - 7.1.6.2 you are the life assured, we will pay
 - 7.1.6.2.1 the nominee, if the nominee is not a minor
 - 7.1.6.2.2 the appointee, if the nominee is a minor
 - 7.1.6.2.3 your legal heir, if nomination is not valid.
- 7.1.7 We may ask for additional information related to the claim.

7.2 Survival Claim

- 7.2.1 There is no survival benefit under your policy.

7.3 Maturity Claim

- 7.3.1 There is no maturity benefit under your policy hence nothing is payable under the policy if the life assured is alive as on the date of maturity of your policy.

7.4 Surrender

- 7.4.1 We will require the original policy document and discharge form to process your request for surrender of your policy.
- 7.4.2 If the policy is assigned, we will pay the assignee, the surrender value.
- 7.4.3 If the policy is not assigned, we will pay the surrender value to
 - 7.4.3.1 you
 - 7.4.3.2 your legal heir, in case of death of policyholder subsequent to surrender request but before payment.

8 Termination

- 8.1 Your policy will terminate on the earliest of the following:
 - 8.1.1 on payment of death benefit
 - 8.1.2 on the date of expiry of your policy term

- 8.1.3 on payment of surrender value
- 8.1.4 on your policy being in a lapsed status and after expiry of the revival period. However, death benefit and rider benefits, (if any riders are granted under the policy) will terminate on nonpayment of due premium before the expiry of the grace period.
- 8.1.5 on the payment of free-look cancellation amount
- 8.2 Your riders, if any, will also terminate simultaneously with the base policy automatically, in case you have not surrendered your rider covers earlier.

9 General Terms

9.1 Free-look period

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 We will then refund the premium paid after deducting the proportionate risk premium for the period of cover, stamp duty paid and medical expenses, incurred, if any.
- 9.1.4 You cannot revive, reinstate or restore your policy after we receive your free-look cancellation request.
- 9.1.5 We will not pay any benefit under your policy after we receive the free-look cancellation request.

9.2 Suicide exclusion

- 9.2.1 If the Life Assured, whether sane or insane, commits suicide within one year, we will not pay the death benefit.
- 9.2.2 We will calculate one year from the Date of Commencement of Risk or from the Date of Revival of the policy, whichever is later.
- 9.2.3 We will pay 80% of the premiums paid, provided the policy is in force, if death due to suicide occurs within one year from the date of commencement of risk. In case of suicide within one year from the date of revival of the policy, we will pay 80% of the premiums paid till the date of death.
- 9.2.4 The premium to be considered for the purpose would be the base premium only. Applicable Taxes, rider premium and extra premiums, if any, would not be considered for refund.

9.3 Policy loan

- 9.3.1 Your policy will not be eligible for any loans.

9.4 Nomination

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 You may cancel or change the existing nomination.
- 9.4.4 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.
- 9.4.5 Your nomination should be registered in our records so as to make it binding on us.
- 9.4.6 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.]

9.5 Assignment

- 9.5.1 You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- 9.5.2 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.
- 9.5.3 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.

- 9.5.4 You may assign your policy wholly or in part.
- 9.5.5 You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.
- 9.5.6 The assignment or reassignment of your policy should be registered with us so as to make it binding on us.
- 9.5.7 For complete details about the Assignment or transfer of the policy, please refer to Section 38 of the Insurance Act, 1938, as amended from time to time.

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

9.6 Non-disclosure

- 9.6.1 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.
- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.]

9.7 Grace period

- 9.7.1 You can pay your premiums within a grace period of 30 days from the due dates for premium frequencies of yearly, half-yearly and quarterly.
- 9.7.2 You have a grace period of 15 days for monthly frequency.
- 9.7.3 The above grace period applies to premiums for the base policy as well as the riders.
- 9.7.4 Your policy will be treated as in-force during the grace period. However, in case of death of the insured during the grace period and if the claim is found admissible, the outstanding premium shall be recovered from the claim amount.
- 9.7.5 If you do not pay your due premiums before the end of grace period, your policy lapses.
- 9.7.6 If your policy lapses, then the riders of your policy will also lapse automatically.

9.8 Misstatement of age

- 9.8.1 If we find that the correct age of the life assured is different from that mentioned in the proposal form, we will check your eligibility for the basic life cover and riders, if any, as on the date of commencement of Policy.
 - 9.8.1.1 If eligible,
 - 9.8.1.1.1 If the correct age is found to be higher, you have to pay the difference in premiums along with interest.
 - 9.8.1.1.2 We will terminate your policy, by paying surrender value, if any, if you do not pay the difference in premiums and applicable interest.
 - 9.8.1.1.3 If the correct age is found to be lower, we will refund the difference in premiums, without any interest
 - 9.8.1.2 If not eligible,
 - 9.8.1.2.1 We will terminate your policy immediately.
 - 9.8.1.2.2 We will pay you the surrender value, if any, subject to recovery of difference in premium, along with interest.

9.9 Participation in profits

- 9.9.1 Your policy does not participate in our profits.

9.10 Taxation

- 9.10.1 You are liable to pay the Applicable Taxes and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on basic premium, rider premium and/or other charges (if any) as per the product feature.

9.10.2 You are eligible for Income Tax benefits/exemptions as per the applicable income tax laws in India, which are subject to change from time to time. You may visit our website for further details. Please consult your tax advisor for details.

9.11 Date formats

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

9.12 Electronic transactions

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

9.13 Communications

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

9.13.2 We will send correspondence to the mailing address you have provided in the proposal form or to the changed address communicated to us subsequently.

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

9.13.4 Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre at the address below:

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 6785 E-mail: info@sbilife.co.in

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

10 Complaints

10.1 Grievance redressal procedure

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

10.1.2 You can also call us on our toll-free number: 1800 267 9090 (9a.m. to 9 p.m.).

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

Head – Client Relationship,
SBI Life Insurance Company Limited
Central Processing Centre,
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 6785

Email Id: info@sbilife.co.in

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

10.1.5 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 or alternatively you may send an email on complaints@irda.gov.in

10.1.6 The address of the Insurance Ombudsman and the Insurance Ombudsman Rules, 2017, are, available on the website of IRDAI, <http://www.irdai.gov.in> and in our website <http://www.sbilife.co.in>. The address of the ombudsman at Mumbai is:

Office of the Insurance Ombudsman

3rd Floor, Jeevan Seva Annexe,
S.V. Road, Santa Cruz (W),
Mumbai – 400 054.
Telephone No.: +91 – 22 – 2610 6552 / 26106960
Fax No. : +91 – 22 – 2610 6052
E-mail: bimalokpal.mumbai@ecoi.co.in

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

10.1.8 The postal address of IRDAI for communication for complaints by paper is as follows: Consumer Affairs Department, Insurance Regulatory and Development Authority of India SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad - 500032

11 Relevant Statutes

11.1 Governing laws and jurisdiction

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

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

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of 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.

11.3 Section 45 of the Insurance Act 1938, as amended from time to time

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

11.4 Rule 13 of Ombudsman Rules, 2017

1. The Ombudsman may receive and consider complaints or disputes relating to:
 - a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
 - b) any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
 - c) disputes over premium paid or payable in terms of insurance policy;
 - d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
 - e) legal construction of insurance policies in so far as the dispute relates to claim;
 - f) policy servicing related grievances against insurers and their agents and intermediaries;
 - g) issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
 - h) non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
 - i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) .
2. The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.

4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Rule 14.

11.5 Rule 14 of Ombudsman Rules, 2017

- (1) Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
- (2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- (3) No complaint to the Ombudsman shall lie unless –
 - a) The complainant makes a written representation to the insurer named in the complaint and
 - a. Either the insurer had rejected the complaint; or
 - b. the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - c. the complainant is not satisfied with the reply given to him by the insurer
 - b) the complaint is made within one year
 - a. after the order of the insurer rejecting the representation is received; or
 - b. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - c. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant
- (4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- (5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.



List of
Ombudsman_02.04.1

11.6 Protection of Policyholders' Interest

The IRDAI (Protection of Policyholders' Interests) Regulations, 2017 is complimentary to any other regulations made by IRDAI, which, inter alia, provide for protection of the interest of the policyholders. The provisions of this regulation will be applicable and subject to the prevailing law, as amended from time to time

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

Rider Documents

This is your rider document containing the various terms and conditions governing the rider benefits.

1 SBI Life – Accidental Death Benefit Rider

1.1 General Conditions

- 1.1.1** The UIN allotted by IRDAI for SBI Life – Accidental Death Benefit Rider is 111B015V02.
- 1.1.2** The terms and conditions specified in this rider document will apply only if your policy schedule shows that we have offered this rider to you and only if you have paid the requisite premium for the rider regularly.
- 1.1.3** We will pay the rider sum assured to the nominee, appointee or the legal heir, as the case may be.
- 1.1.4** Your rider sum assured will be the same during the rider term.
- 1.1.5** We will pay the rider sum assured in case the life assured dies as a result of an accident during the rider term subject to all of the following:
- 1.1.5.1** Your policy as well as this rider are in-force.
 - 1.1.5.2** The life assured has died as a result of an accident as defined in this rider document.
 - 1.1.5.3** Such accidental death should be proved to our satisfaction.
 - 1.1.5.4** The death of the life assured should occur within 120 days from the date of accident but before the date of expiry of the term for this rider
 - 1.1.5.5** The death must be solely and directly due to the injuries from the accident and it should be independent of all other causes.
 - 1.1.5.6** The total sum assured under this rider on all of your individual policies put together will not exceed Rs. 50,00,000.
- 1.1.6** You may discontinue your rider alone during the rider term. You should inform us in writing.
- 1.1.7** You cannot opt for only rider benefit under the policy unless you opt for the Main Policy. The rider benefit is not available on a standalone basis.
- 1.1.8** The following provisions contained in the policy booklet will also apply for this rider:
- Grace period
 - Revival
 - Misstatement of age
 - Complaints
 - Relevant statutes

1.2 Definition of Accident

“An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means”.

1.3 Exclusions

We will not pay the Accidental Death sum assured for deaths arising as a consequence of or occurring during the following events:

- 1.3.1** Infection: Death caused or contributed to, by any infection, except infection caused by an external visible wound accidentally sustained
- 1.3.2** Drug abuse: Life assured is under the influence of alcohol or solvent abuse or use of drugs except under the direction of a registered medical practitioner
- 1.3.3** Self-inflicted injury: Intentional self-inflicted injury including the injuries arising out of attempted suicide
- 1.3.4** Criminal acts: Life assureds' involvement in criminal and / or unlawful acts with criminal or unlawful intent
- 1.3.5** 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
- 1.3.6** 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
- 1.3.7** Aviation: Life assureds' participation in any flying activity, other than as a passenger in a commercially licensed aircraft
- 1.3.8** Hazardous sports and pastimes: Taking part or practicing for any hazardous hobby, pursuit or any race not previously declared and accepted by us.

1.4 Surrender

- 1.4.1** You may surrender your rider during the rider term after the completion of the first policy year. Such surrenders will be subject to all of the following:
- 1.4.1.1** If you are paying regular premiums, we will not pay any surrender value.
 - 1.4.1.2** If you have paid single premium, we will pay a surrender value.
 - 1.4.1.3** You may surrender this rider alone and still continue to avail other benefits by keeping the other riders and benefits in-force by paying the premiums as and when due.
 - 1.4.1.4** You cannot restore your rider once you have surrendered the rider.
 - 1.4.1.5** If you surrender the base policy, your riders will also be surrendered automatically.
 - 1.4.1.6** We will not pay the rider benefit in case of accidental death of the life assured after we pay the surrender value.
 - 1.4.1.7** The surrender value payable under this rider benefit is calculated as:
Single Premium \times 75% \times Outstanding rider term / Rider Term
 - 1.4.1.7.1** The single premium used in the calculation of surrender value will be the premium charged for the rider, excluding applicable taxes.
 - 1.4.1.7.2** Outstanding rider term will be calculated as:
Rider Term, in months – Completed months as on the date of receipt of surrender request

1.5 Termination

Your rider will terminate on the earliest of the following:

- 1.5.1** on payment of accidental death benefit
- 1.5.2** the date on which your policy terminates
- 1.5.3** on the date your rider term ends
- 1.5.4** on payment of rider surrender value, if any, or on your application to surrender the rider if there is no surrender value payable under this rider.
- 1.5.5** at the end of the revival period, if you have not revived your rider. However, the rider cover will terminate at the end of grace period if you do not pay the premium on the due dates.

2 SBI Life – Accidental Total & Permanent Disability Benefit Rider

2.1 General Conditions

- 2.1.1** The UIN allotted by IRDAI for SBI Life – Accidental Total & Permanent Disability Benefit Rider is 111B016V02.
- 2.1.2** The terms and conditions specified in this rider document will apply only if your policy schedule shows that we have offered this rider to you and only if you have paid the requisite premium for the rider regularly.
- 2.1.3** Your rider sum assured will be the same during the rider term.
- 2.1.4** We will pay the rider sum assured to you on the occurrence of accidental total and permanent disability (ATPD) of the life assured during the rider term subject to all of the following:
- 2.1.4.1** Your policy as well as this rider are in-force.
 - 2.1.4.2** The accident and the resulting disability should be as defined in the rider document and should be proved to our satisfaction.
 - 2.1.4.3** The total sum assured under this rider on all of your individual policies put together will not exceed Rs. 50,00,000.
- 2.1.5** You may discontinue your rider alone during the rider term. You should inform us in writing.
- 2.1.6** You cannot opt for only rider benefit under the policy unless you opt for the Main Policy. The rider benefit is not available on a standalone basis.
- 2.1.7** The following provisions contained in the policy booklet will also apply for this rider:
- Grace period
 - Revival
 - Misstatement of age
 - Complaints
 - Relevant statutes

2.2 Definition of ATPD

- 2.2.1** 'Accidental Total and Permanent Disability' is the condition in which the life assured becomes incapacitated and as a result, not able to earn an income from any work, occupation or profession for the rest of life. Disability must be caused solely and directly by external, violent, unforeseeable and visible means, occurring independently of any other causes. The permanence of the disability will only be established 180 days following the date of the event causing the disability.
- 2.2.2** Total and permanent disability also includes the loss of both arms, or both legs, or one arm and one leg, or 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.

2.3 Definition of Accident: An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means

2.4 Exclusions

We will not pay the ATPD sum assured for the disability arising as a consequence of or occurring during the following events:

- 2.4.1** Infection: Disability is caused or contributed to, by any infection, except infection caused by an external visible wound accidentally sustained
- 2.4.2** Drug abuse: Life assured is under the influence of alcohol or solvent abuse or use of drugs except under the direction of a registered medical practitioner
- 2.4.3** Self-inflicted injury: Intentional self-inflicted injury including the injuries arising out of attempted suicide
- 2.4.4** Criminal acts: Life assured's involvement in criminal and / or unlawful acts with criminal or unlawful intent
- 2.4.5** 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
- 2.4.6** 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
- 2.4.7** Aviation: Life assured's participation in any flying activity, other than as a passenger in a commercially licensed aircraft
- 2.4.8** Hazardous sports and pastimes: Taking part or practicing for any hazardous hobby, pursuit or any race not previously declared and accepted by us

2.5 Surrender

- 2.5.1** You may surrender your rider during the rider term after the completion of the first policy year. Such surrenders will be subject to all of the following:
- 2.5.1.1** If you are paying regular premiums, we will not pay any surrender value.
 - 2.5.1.2** If you have paid single premium, we will pay a surrender value.
 - 2.5.1.3** You may surrender this rider alone and still continue to avail other benefits by keeping the other riders and benefits in-force by paying the premiums as and when due.
 - 2.5.1.4** You cannot restore your rider once you have surrendered the rider.
 - 2.5.1.5** If you surrender the base policy, your riders will also be surrendered automatically.
 - 2.5.1.6** We will not pay the rider benefit in case of disability of the life assured after we pay the surrendervalue.
 - 2.5.1.7** The surrender value payable under the rider benefit is calculated as:
Single Premium \times 75% \times Outstanding rider term / Rider Term
 - 2.5.1.7.1** The single premium used in the calculation of surrender value will be the premium charged for the rider, excluding applicable taxes.
 - 2.5.1.7.2** Outstanding rider term will be calculated as:
Rider Term, in months – Completed months as on the date of receipt of surrender request

2.6 Termination

Your rider will terminate on the earliest of the following:

- 2.6.1** on payment of ATPD benefit
- 2.6.2** the date on which your policy terminates
- 2.6.3** on the date your rider term ends
- 2.6.4** on payment of rider surrender value, if any, or on your application to surrender the rider if there is no surrender value payable under this rider.
- 2.6.5** at the end of the revival period, if you have not revived your rider. However, the rider cover will terminate at the end of grace period if you do not pay the premium on the due dates.

*****End of Rider Document*****

Annexure I

Section 38 - Assignment and Transfer of Insurance Policies

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

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except

a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR

b. where the transfer or assignment is made upon condition that

i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act 2015 shall not be affected by this section.

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

Annexure II

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. 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.]

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 dated 23.03.2015 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
- b. the date of commencement of risk or
- c. the date of revival of policy or
- d. the date of rider to the policy

whichever is later.

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

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or

other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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