

Part A

Welcome Letter

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Welcome Letter – Regional Language

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First Premium Receipt

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KEY FEATURES DOCUMENT

Congratulations on your purchase. SBI Life Smart Swadhan Plus (UIN: 111N104V01) offers you

<<Benefit summary>>

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

Note: This document contains brief information about the key features of the Product. The same shall not be construed as terms and conditions of the Policy or part thereof. For detailed terms and conditions governing the Policy, please read all parts of the Policy document. In case of any conflict between the information given in the Key Features document and the terms and conditions of the policy, the terms and conditions of the Policy shall prevail.

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SBI Life Insurance Company Limited

Registration Number: 111

Regulated by IRDAI

**POLICY
DOCUMENT
T**

SBI LIFE – SMART SWADHAN PLUS

UIN: 111N104V01

(A Non Participating, Term Assurance with Return of Premium 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 Preamble

Welcome to your **SBI Life – Smart Swadhan Plus** policy and thank you for preferring **SBI Life Insurance Company Limited** to provide you with insurance solutions. The UIN allotted by Insurance Regulatory and Development Authority of India for this product is 111N104V01.

The information you have given in your proposal form, your personal statement together with any reports or other documents and declarations form part of this contract of insurance with us. Your policy document, comprising this policy schedule along with the policy booklet and any endorsements, is evidence of the contract. You should read these documents carefully to make sure 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. If you find any errors, please return the policy document for effecting corrections.

SBI Life - Smart Swadhan Plus provides insurance coverage with the added advantage of getting your total premiums paid back on Maturity.

Your Policy is a non-participating, traditional Term Assurance Plan with Return of Premium and your policy does not participate in the profits or surplus of the Company.

In return for your premiums we will provide you benefits as described in the Part C and D 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 person(s) entitled as set out in the policy document, on proof to our satisfaction, of such benefits having become payable and of the title of the persons claiming the payments.

Please communicate any change in your mailing address or any other communication details as soon as possible.

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

Insurance Advisor/Facilitator>> Details: <<name>> <<code>>
<< mobile number or landline number if mobile not available>>.
<<License number>> <<Validity>> >>

Policy Schedule

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 proposer >>	

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 >>

Basic policy information	
21. Basic Sum Assured (Rs.)	<< >>
22. Premium frequency	<<Single Premium/Yearly/Half-Yearly/Quarterly/Monthly>>
23. Installment Premium (Rs.), including High Sum Assured rebate, taxes	<< >>

Basic Policy							
Benefit	Basic Sum Assured (Rs.)	Policy Term (Years)	Premium Paying Term (Years)	Installment Premium (Rs.) <<This cell would give premium net of staff rebate, if any>>	Applicable Taxes (Rs.)	Due Date of Last Premium	Date of Maturity
Base Policy	<< >>	<< >>	<< >>	<< >> in the first year	<< >> in the first year	<< >>	<< >>
Total Installment Premium (Rs.) (excluding Applicable Taxes)				<< >> in the first year			
Applicable Taxes (Rs.)				<< >> in the first year			
Total Installment Premium including Applicable Taxes (Rs.)				<< >> in the first year			
Applicable Rate of Tax*				First Year: <<xx.xx%>>			
				Second Year: <<xx.xx%>>			

*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.

N.A. means 'not applicable'.

<<

Applicable clauses

>>

<< To be printed only when the policyholder is staff member
We will award the following discount to you on your premium. >>

Benefit	Discount applicable as a percentage of tabular premium (applicable across policy term)
Base Policy	<<>>

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

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

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

Policy Booklet

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Part B

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

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

1. Definitions

These definitions apply throughout your policy document.

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

Expressions	Meanings
1. Age	is the age last birthday; i.e., the age in completed years.
2. Age at entry †	is the age last birthday on the date of commencement of your policy.
3. Annualised Premium	means the premium payable in a policy year, excluding underwriting extra premiums and loadings for modal premiums, if any.
4. 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 death of the Life Assured during the term of the policy while the nominee is a minor.
5. 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, as amended from time to time.
6. Base Policy	is that part of your Policy referring to basic benefit.
7. Basic Sum assured †	is the insurance amount offered by us under the Base Policy at the time of inception of policy.
8. Beneficiary †	the persons nominated by the policy owner to receive the insurance benefits under the provisions of your policy. The Beneficiary may be you, or the nominee or the assignee or the legal heirs as the case may be. The beneficiary may be stated in the policy schedule or may be changed or added subsequently.
9. Cover End Date†	is the date on which the benefit terminates on expiry of the benefit term
10. Date of commencement of policy †	is the start date of your policy.
11. Date of commencement of risk†	is the date from which the insurance cover starts.
12. Date of maturity of policy	is the date on which the term of the policy expires in case the policy is not terminated, earlier.
13. Date of Revival	is the date on which the policy benefits are restored at the conclusion of the revival process
14. Date of Surrender	is the date on which we receive a communication from you requesting for surrender of the policy with all the necessary

Expressions	Meanings
	requirements. In case the requirements are not received in full, the date of surrender will be the date on which the last requirement for surrender of policy is received.
15. Death benefit	is the amount payable on death of the life assured.
16. Endorsement	a change in any of the terms and conditions of your policy, agreed to or issued by us, in writing.
17. Free-look period	is the period during which the policyholder has the option to return the policy and cancel the contract.
18. Grace period	is the period from the premium due date during which you can pay the premium without interest and other requirements.
19. Guaranteed Surrender Value	is the minimum guaranteed amount of Surrender Value of the Policy payable to the policyholder on the surrender of the Policy.
20. In-force	is the status of the policy when all the due premiums have been paid upto date.
21. Installment premium †	is the contractual amount 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 and levies if any, is payable in addition.
22. Insurance Cover	means coverage for Insured Event. On occurrence of the insured event, the contingent benefits are payable to the Policyholder or Nominee or legal heir, as the case may be, and the insurance cover will cease thereafter.
23. Insured Event	The life assured is covered for death throughout the term of the policy, provided the policy is in force.
24. Lapse	is the status of the policy when a due premium is not paid before the expiry of grace period.
25. Legal Heir	means the person(s) the person or persons certified to be the legal heirs of the policyholder by a court of competent jurisdiction
26. Life assured †	is the person in relation to whom life insurance and other benefits are granted.
27. Maturity Benefit	is the benefit payable on maturity.
28. Minor	is a person who has not completed 18 years of age
29. 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, as amended from time to time, 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.
30. Non-participating	means that your policy does not have a share in our profits.
31. Paid-up	is the status of the policy if premiums have been paid for at least 2 full policy years for policies with premium paying term of less than 10 years and at least 3 full policy years' premiums have been paid for policies with premium paying term of 10 years or more and thereafter premiums are not paid within the grace period. Paid-up is not applicable for a Single Premium Policies.
32. Paid-up Sum Assured	is equal to basic sum assured <i>multiplied by the</i> number of installment premiums paid <i>divided by</i> the total number of installment premiums payable under your policy, provided your policy has acquired paid-up status.
33. Paid-up Death Benefit	Paid-up Sum assured

Expressions	Meanings
34. Paid-up Maturity Benefit	is equal to (100% of total amount of premiums payable under the policy) <i>multiplied by the</i> number of installment premiums paid <i>divided by</i> the total number of installment premiums payable under your policy, provided your policy has acquired paid-up status
35. Policy anniversary	is the same date each year during the policy term as the date of commencement. If the date of commencement is on 29th of February, the policy anniversary will be the last date of February.
36. Policy document	means the policy schedule, policy booklet and endorsements (if any).
37. Policy Schedule	is the document that sets out the details of your policy.
38. 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.
39. Policy month	is the period from the date of commencement, to the date one day 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.
40. Policy year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day and excludes the next policy anniversary day.
41. Policy term †	is the period, in years, during which the contractual benefits are payable.
42. Premium	is the contractual amount payable by the Policyholder to secure the benefit under the contract. Applicable taxes and other levies if any are payable in addition.
43. Premium frequency †	Single, Yearly, Half-yearly, Quarterly or Monthly
44. Premium paying term †	is the period, in years, over which premiums are payable.
45. 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 lapsation of the policy.
46. Revival period	is a 2-year period from the due date of first unpaid premium .
47. Single Premium	means the premium is payable in a lump sum before the commencement of policy, excluding the underwriting extra premiums, if any, with no obligation to pay any further premiums. Applicable taxes and other levies if any are payable in addition.
48. Surrender	is the voluntary termination of the policy by the policyholder before the expiry of the policy term
49. Surrender Value	is the amount to be refunded, if any, to the Policyholder upon Surrender of the policy by the Policyholder.
50. Underwriting	is the process of classification of lives into appropriate homogeneous groups based on the underlying risks. Based on underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium is taken.

Expressions	Meanings
51. We, Us, Our	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority of India (IRDAI). The registration number allotted by the IRDAI is 111.
52. You, Your †	is the person named as the policyholder.

The above definitions are provided only for the purpose of proper comprehension of the terms & phrases used in the policy document. The actual benefits under the policy are payable strictly as per the terms and conditions of the policy only.

2. Abbreviations

Abbreviation	Stands for
IRDAI	Insurance Regulatory and Development Authority of India
ADB	Accidental Death Benefit
ECS	Electronic Clearance System
GSV	Guaranteed Surrender Value
LP	Limited Premium
LPPT	Limited Premium Paying Term
PPT	Premium Paying Term
PUSA	Paid-up Sum Assured
PUV	Paid-up Value
RP	Regular Premium
Rs.	Indian Rupees
SP	Single Premium
SSV	Special Surrender Value
UIN	Unique Identification Number (allotted by IRDAI for this product)

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

Part C

3. Base Policy Benefits

3.1. Participation in Profits and Bonus

3.1.1 Your policy does not participate in our profits.

3.2. Death Benefit

3.2.1 If your Policy is in-force on the date of death of the life assured and if the claim is found admissible, we will pay:

either Basic Sum Assured

Or

Annualised/Single premium multiplied by the applicable multiplication factor, where

The multiplication factor is -

For Regular/Limited Premium policies	For Single Premium policies
10	1.25

Or

105% of all premiums paid till the date of death of the life assured, whichever is higher.

3.2.2 If your Policy has acquired paid-up value, we will pay paid-up death benefit.

3.3. Maturity Benefit

3.3.1 If your Policy is in-force and the Life Assured survives till the Date of Maturity of Policy, we will pay 100% of total premiums paid under the policy in a lump-sum, where total premiums paid excludes extra premiums, if any.

3.3.2 If your Policy has acquired paid-up value, we will pay the paid-up maturity benefit value on the date of maturity of the policy.

3.3.3 If your policy is not in-force and has not acquired any paid-up value, nothing shall be payable under the policy and the contract comes to an end automatically.

4. Premiums

4.1 You have to pay the premiums on or before the premium due dates or within the grace period.

4.2 You have to pay the premiums even if you do not receive renewal premium notice. We are not liable to send you any premium notices, whatsoever.

4.3 You will be liable to pay all applicable taxes, levies, cesses etc as levied by the Government and other statutory authorities.

4.4 If we receive any amount in excess of the required premium, we will refund the excess. We will not pay any interest on this excess amount.

4.5 If we receive any amount less than the required premium, we will not adjust the said amount towards premiums till you pay the balance of premium. We will not pay any interest on the amount received earlier.

4.6 The premium should always be paid in advance for full policy year. However, for your convenience, we may allow you other modes of payment of premium.

4.7 If the Base Policy is in force and it results into death claim, the balance of premiums, if any, till the next Policy anniversary, as on the date of claim shall be deducted from the benefits payable under the Policy, in case the claim is found admissible.

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

4.8.1 Minimum premium requirement for the requested premium frequency;

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

- 4.8.3 Tabular Premium rates applicable for considering the request for change in the frequency of payment of premiums will be the same as the tabular premium rates applicable as on the date of commencement of policy.

5. Grace Period

Grace period

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.

You have a grace period of 15 days for monthly frequency.

If you do not pay your due premiums before the end of grace period, your policy lapses.

Part D

6. Surrender Value

- 6.1. You may surrender your regular/limited premium policy during the term of the policy, if you have paid premiums for at least 2 full years for premium paying term (PPT) of less than 10 years and at least 3 full years for premium paying term 10 years or more.
- 6.2. Single Premium policies can be surrendered at any time during the policy term.
- 6.3. We will pay you either Guaranteed Surrender Value (GSV) or Non-Guaranteed Special Surrender Value (SSV) whichever is higher, if you decide to surrender your Policy.
- 6.4. The Guaranteed Surrender Value (GSV) will be equal to GSV factors multiplied by the premiums paid excluding the extra premiums, if any.
- 6.5. The GSV factors for various premium durations are given below:

Policy Year	As percentage of premiums paid				
	Single Premium	Policy with PPT as - 5 years	Policy with PPT as - 10 years	Policy with PPT as - 15 years	Regular Premium
1 year	70%	0%	0%	0%	0%
2 year	70%	30%	0%	0%	0%
3 year	70%	40%	35%	33%	30%
4 - 6 years	90%	60%	55%	53%	50%
7 year	90%	65%	60%	58%	55%
8th policy year to 3rd last policy year	90%	75%	70%	68%	65%
Last two policy years	90%	90%	85%	83%	78%

- 6.6. The SSV for a Policy will depend on the Policy term and the duration elapsed at the time of the Surrender.
- 6.7. We shall declare the SSV from time to time and SSV will be based on our past financial and demographic experience with regard to the Policy or group of similar Policies, as well as our assessment of such likely future experience.
- 6.8. The surrender of the Policy shall extinguish all rights and benefits under your Policy.

7. Paid-up Value

- 7.1. Your regular/limited premium policy will acquire paid-up value if you have paid premiums for at least 2 full years for premium paying term (PPT) of less than 10 years and at least for 3 full years for premium paying term of 10 years or more.
- 7.2. Paid-up Sum Assured (PUSA) to be paid on Death: Basic Sum assured multiplied by Number of installment premiums paid divided by total number of installment premiums payable.
- 7.3. Paid-up Maturity Benefit: (100% of total premiums paid under the policy) multiplied by Number of installment premiums paid divided by total number of installment premiums payable.
- 7.4. The Paid-up value will be paid at the time of maturity or at the time of death if earlier. You may terminate your paid-up policy before maturity by surrendering the policy for surrender value. If your policy is a single premium policy, then Paid-up Value will not be applicable

8. Revival

- 8.1. If premiums are not paid within the grace period, your policy lapses. No benefits are then payable under your policy if your Policy has not acquired paid-up value.
- 8.2. You may revive the policy within 2 years from the date of first unpaid premium. You should write to us during the revival period requesting revival.
- 8.3. You have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra premium based on underwriting.
- 8.4. We may accept or reject your revival request. We will inform you about the same.
- 8.5. You have to pay all due premiums not paid during the revival period, along with interest. The due premiums would include installment premium including any extra premiums if any.
- 8.6. The interest will be charged at a rate declared by us from time to time.
- 8.7. You cannot revive your policy after the expiry of the revival period.
- 8.8. Revival shall not be effective unless we accept the revival and intimate you the same in writing.

9. Claims

9.1. Death Claim

- 9.1.1. The policyholder, nominee or the legal heir, as the case may be, should intimate us about the death of the life assured in writing, stating at least the policy number, cause of death and date of death.
- 9.1.2. 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
 - Hospital records including discharge summary, etc
 - Any other documents including post-mortem report, first information report where applicable
 - Any other document which SBI Life in its discretion may call.
- 9.1.3. Claim under the policy may be filed with us within 90 days of date of claim event.
- 9.1.4. 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.
- 9.1.5. We will pay the claim, if found admissible, to the assignee, if the policy is assigned.
- 9.1.6. If the policy is not assigned, and
 - 9.1.6.1. you are not the life assured, we will pay you or your legal heir
 - 9.1.6.2. you are the life assured, we will pay
 - 9.1.6.2.1. the nominee, if the nominee is not a minor
 - 9.1.6.2.2. the appointee, if the nominee is a minor
 - 9.1.6.2.3. your legal heir, if nomination is not valid.
- 9.1.7. We may ask for additional information related to the claim
- 9.1.8. You can claim only once under this plan
- 9.1.9. For any claim related assistance, call us at our Claims Helpline on Toll free Number – 1800 267 9090

9.2. Maturity Claim

- 9.2.1. You will be required to submit the original policy document, the discharge form and KYC documents to any of our offices, along with your bank account details
- 9.2.2. If you assign your policy, we will pay claim to the Assignee.
- 9.2.3. If the policy is not assigned, we will pay the claim to you.

9.3. Surrender

- 9.3.1. We will require the original policy document and discharge form to process the surrender claim.
- 9.3.2. If the policy is assigned, we will pay the assignee, the surrender value.
- 9.3.3. If the policy is not assigned, we will pay the surrender value to
 - 9.3.3.1. you
 - 9.3.3.2. or your legal heir, in case of death of policyholder subsequent to the date of submission of request for surrender of the policy but before payment of surrender value.

10. Termination**10.1. Termination of your policy**

Your policy will terminate at the earliest of the following:

- 10.1.1. on receipt of death claim intimation of the Life Assured under the policy
- 10.1.2. on the date of maturity.
- 10.1.3. on payment of surrender value.
- 10.1.4. on payment of free-look cancellation amount.
- 10.1.5. On your policy being in a lapsed status without acquiring any paid up value and after expiry of the revival period. However, death cover will terminate automatically if you fail to pay any renewal premium before the expiry of the grace period, however, if the policy has acquired paid up value we are liable to pay only the paid-up value under the policy.

11. General Terms**11.1. Free look Period**

- 11.1.1. 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.
- 11.1.2. If you have purchased the policy through a channel other than distance marketing, you have 15 days from the date of receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection.
- 11.1.3. We will then refund the premium paid after deducting the stamp duty paid and medical expenses, incurred, if any.
- 11.1.4. The proportionate risk premium for the period of cover will be deducted
- 11.1.5. You cannot revive, reinstate or restore your policy once you have returned your policy.

11.2. Suicide Exclusion

- 11.2.1. If the life assured, sane or insane, commits suicide, within one year, we will not pay the death benefit.
- 11.2.2. We will calculate one year from the date of commencement of risk or the date of revival of policy, whichever is later.
- 11.2.3. We will pay 80% of the premiums paid if death due to suicide occurs within one year from the date of commencement of risk provided the policy is in-force and the contract would cease. In case of suicide within one year from the date of revival of the policy, we will pay either 80% of the premiums paid or the surrender value, whichever is higher, provided the policy is in-force, and the contract would cease.

11.3. Policy loan

- 11.3.1. Loan facility is not available under your Policy.

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12.1. Charges

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

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Part F

13. General Terms - Miscellaneous**13.1. Nomination**

- 13.1.1. If you are the policyholder and the life insurance cover is on your own life, you may, when affecting the policy or at any time before the policy matures for payment, nominate person or persons to whom the money secured by the policy shall be paid in the event of the death of the life assured.
- 13.1.2. If the nominee is a minor, you may appoint a person, competent to contract, as an appointee in the manner laid down by us, to receive the money secured by the policy in the event of death of the life assured during the minority of the nominee.
- 13.1.3. You may cancel or change the existing nomination.
- 13.1.4. An assignment or transfer of your policy under section 38 of the Insurance Act, 1938, as amended from time to time, shall cancel the nomination except under certain circumstances.
- 13.1.5. Your nomination should be registered in our records so as to make it binding on us.
- 13.1.6. For complete details about the nomination, please refer to Section 39 of the Insurance Act, 1938 as amended from time to time.

[A leaflet containing the simplified version of the provisions of Section 38 & Section 39 is enclosed as Annexure – I & II, respectively for reference.]

13.2. Assignment

- 13.2.1. You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- 13.2.2. We may decline to act upon any endorsement or deed of assignment if we have sufficient reasons and we will let you know in writing the reasons for such refusal.
- 13.2.3. You may refer 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.
- 13.2.4. You may assign your policy wholly or in part.
- 13.2.5. You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.
- 13.2.6. The assignment or reassignment of your policy should be registered with us so as to make it binding on us.
- 13.2.7. For complete details about the Assignment or transfer of the policy, please refer to Section 38 of the Insurance Act, 1938 as amended from time to time.

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

13.3. Non-disclosure

- 13.3.1. 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.
- 13.3.2. If we find that any of this information is inaccurate or false or you have withheld any material information or in case of fraud, we will have a right to repudiate all the claims under your policy and / or cancel your policy as applicable subject to the provisions of section 45 of the Insurance Act, 1938 as amended from time to time and no benefit under the policy is payable.

- 13.3.3. If we repudiate the claim under your policy / and or cancel your policy on the grounds of fraud, we would forfeit the premiums received under your policy and we shall not entertain any claim under your policy.
- 13.3.4. If we repudiate death claim / and or cancel your policy on any grounds other than fraud, we may pay such amounts as are payable under the policy subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.

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

13.4. **Misstatement of age**

- 13.4.1. If we find that the correct age of the life assured is different from that mentioned in the proposal form, we will check the insured's eligibility for the life cover as on the date of commencement of Policy.
- 13.4.2. If eligible,
- 13.4.2.1. If the correct age is found to be higher, you have to pay the difference in premiums along with interest.
- 13.4.2.2. We will terminate your policy by paying surrender value, if any, if you do not pay the difference in premiums and applicable interest.
- 13.4.2.3. If the correct age is found to be lower, we will refund the difference in premiums without any interest.
- 13.4.3. If not eligible,
- 13.4.3.1. We will terminate your policy.
- 13.4.3.2. We will pay you the surrender value, if any, subject to recovery of difference in premium, along with interest.

13.5. **Taxation**

- 13.5.1. 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.
- 13.5.2. 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.

13.6. **Date formats**

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

13.7. **Electronic transactions**

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

13.8. **Communications**

- 13.8.1. We will communicate to you in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 13.8.2. We will send correspondence to the mailing address you have provided in the proposal form or to the changed address.
- 13.8.3. You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.

13.8.4. Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre (CPC) 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.
Phone : 022 - 6645 6785
E-mail: info@sbilife.co.in

It is important that you keep us informed of your changed address.

SAMPLE

Part G

14. Complaints

14.1. Grievance redressal procedure

- 14.1.1. If you have any query, complaint or grievance, you may approach any of our offices.
- 14.1.2. You can also call us on our toll-free number.
- 14.1.3. 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
 7th Level (D Wing) & 8th Level,
 Seawoods Grand Central,
 Tower 2, Plot No R-1, Sector-40,
 Seawoods, Nerul Node, Dist. Thane
 Navi Mumbai – 400 706.
 Telephone No: 022 – 6645 6785
 Email Id: info@sbilife.co.in
- 14.1.4. 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'.
- 14.1.5. 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
- 14.1.6. The address of the Insurance Ombudsman and the Insurance Ombudsman Rules, 2017, are, available in the website of IRDAI, <http://www.irdai.gov.in> and in our website <http://www.sbilife.co.in>. The address of the ombudsman at Mumbai is:
 Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe,
 S.V. Road, Santa Cruz (W),
 Mumbai – 400 054.
 Phone: +91 – 22 – 2610 6552 / 26106960
 Fax: +91 – 22 – 2610 6052
 Email: bimalokpal.mumbai@ecoi.co.in
- 14.1.7. We have also enclosed the addresses of the insurance ombudsman.
- 14.1.8. 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

15. Relevant Statutes

15.1. Governing laws and jurisdiction

- 15.1.1. 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.

15.2. 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 punishable with fine which may extend to ten lakh rupees.

15.3. 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.]

15.4. 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.

15.5. 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

15.6. 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.

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, 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 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.

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