

**Part A**

**WELCOME LETTER**

Date: &lt;&lt;dd/mm/yyyy&gt;&gt;

To,

&lt;&lt; &gt;&gt;

&lt;&lt; &gt;&gt;

&lt;&lt; &gt;&gt;

&lt;&lt; &gt;&gt;

&lt;&lt; &gt;&gt;

Contact Details: &lt;&lt; &gt;&gt;

Customer No. : &lt;&lt; &gt;&gt;

Policy No. : &lt;&lt; &gt;&gt;

Product Name : &lt;&lt;SBI Life- Shubh Nivesh&gt;&gt;

UIN : &lt;&lt; 111N055V04&gt;&gt;

Dear &lt;&lt; &gt;&gt;

We welcome you to the SBI Life family and thank you for your trust in our products.

Joining SBI Life family will give you access to the best customer service and a wide range of products which cater to most of your life insurance needs.

**Please note that you have opted for a << Regular/Single>> premium payment insurance policy. The premium due dates are: <<dd/mm>>>>, every year during the premium payment term.**

**1. For any information/ clarification, please contact:**

Your local SBI Life service branch:

&lt;&lt;SBI Life branch address&gt;&gt;

2. Your Sourcing Bank/ Branch is <<>> and Facilitator is <<>>

3. In case you have any complaint/grievance you may contact the following official for resolution:

&lt;&lt;Regional Director's address &gt;&gt;

4. We enclose the following as a part of the policy booklet:

4.1 Policy Document

4.2 First Premium Receipt

4.3 Copy of Proposal form signed by you

4.4 Copy of KYC and other documents as follows:

Particulars	Documents Received
Age Proof	
Identity Proof	
Address Proof	
Consent & Revised Benefit Illustration	
Medical Reports	

5. In case of any clarification/Discrepancy, Call us toll free at our customer service helpline **1800 267 9090** or email us at [info@sbilife.co.in](mailto:info@sbilife.co.in), also visit us at [www.sbilife.co.in](http://www.sbilife.co.in)

6. Register on our **Customer Self Service website** <http://mypolicy.sbilife.co.in> to avail various online services available.

7. All your servicing requests should be submitted to your local SBI Life service branch as mentioned above or nearest SBI Life branch only.

8. Please note that the digitally signed copy of your policy bond is available on our website [www.sbilife.co.in](http://www.sbilife.co.in). This can be viewed in a secure manner through one time password. Please visit our website for details.

**Please check all details. Please make sure that the policy document is kept safely.**

**Free Look Option**

You can review the terms and conditions of the policy, within 15 days, from the date of receipt of policy document, for policies other than electronic policies and policies sourced through any channel other than Distance Marketing Channel and within 30 days, from the date of receipt of policy document, for electronic policies and policies sourced through Distance Marketing Channel, from the date of receipt of the policy document and if you disagree with any of those terms and conditions, you have the option to return the policy stating the reasons for your objection.

Your request for cancellation of the policy under the free look option must reach our SBI Life Office within a period of 15 days or 30 days, as the case may be, as mentioned above. Premium paid by you will be refunded after deducting the stamp duty and cost of medical expenses, if any, and applicable tax and/or any other statutory levies/duty/surcharges. The proportionate risk premium, along with the applicable tax and/or any other statutory levies/duty/surcharges, for the period of cover will also be deducted.

We always look forward to be your preferred Life Insurance Company for all your Life Insurance needs.

Yours truly,

<signature>

<< (Name of Signatory) >>

<< (Designation of Signatory) >>

**Note: The translated version of this letter in the regional language is printed overleaf for your convenience. However, should there be any conflict between these two versions, the English version shall prevail.**

**Welcome Letter – Regional Language**

**SAMPLE**

**First Premium Receipt**

SAMPLE

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SAMPLE

**KEY FEATURES DOCUMENT**

**Congratulations on your purchase. SBI Life – Shubh Nivesh (UIN: 111N055V04) 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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**SAMPLE**

## Policy Preamble

## Your Policy

Welcome to your **SBI Life – Shubh Nivesh** 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 111N055V04.

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

SBI Life – Shubh Nivesh provides an excellent package of insurance cum investment 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 future premiums as and when due.

Your Policy is an Individual, non-linked, participating life insurance savings product and you are entitled to a share of the profits under this policy.

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 mentioned below.

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



**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/Third Gender >>	<< Male / Female/Third Gender >>
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	% share
15. Name of the Appointee(s)	Relationship with nominee	Age	

**Part A**

**SBI Life- Shubh Nivesh Policy Document (UIN: 111N055V04)  
Individual Non-Linked Participating Life Insurance Savings Product**

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<b>Important dates</b>	
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. Endowment maturity date	<< dd/mm/yyyy >>
21. Endowment with whole life maturity date	<< dd/mm/yyyy >> NA if endowment option chosen

<b>Basic policy information</b>	
22. Plan Option	<<Endowment option / Endowment with whole life option >>
23. Basic Sum Assured (Rs.)	<< >>
24. Premium frequency	<<Single/Yearly/Half-Yearly/Quarterly/Monthly >>

<b>Riders chosen</b>	
Name of the Rider	UIN
<< Names of the selected Riders / No riders applicable >>	<< UIN / Not applicable >>

<b>Base Policy &amp; Riders Benefit</b>							
Benefit	Basic Sum Assured (Rs.)	Policy Term (Years)	Premium Payment Term (Years)	Installment Premium (Rs.) <<This cell would give premium net of staff discount, if any>>	Applicable Taxes (Rs.)	Due Date of Last Premium	Cover End Date
<b>Base Policy</b>	<<>>	<<>>	<<>>	<< >> in the first year	<< >> in the first year	<<>>	<<Endowment maturity date>>
							<<Endowment with whole life maturity date >>
<<SBI Life – Preferred Term Rider (UIN: 111B014V02)>>	<<>>	<<>>	<<>>	<< >> in the first year	<< >> in the first year	<<>>	<<>>
<<SBI Life – Accidental Death Benefit Rider (UIN: 111B015V03)>>	<<>>	<<>>	<<>>	<< >> in the first year	<< >> in the first year	<<>>	<<>>

**Part A**

**SBI Life- Shubh Nivesh Policy Document (UIN: 111N055V04)  
Individual Non-Linked Participating Life Insurance Savings Product**

<<SBI Life - Accidental Total & Permanent Disability Benefit Rider (UIN: 111 B016V03)>>	<<>>	<<>>	<<>>	<< >> in the first year	<< >> in the first year	<<>>	<<>>
<b>Total Installment Premium, excluding applicable taxes (Rs.)</b>	<< >> in the first year						
<b>Applicable Taxes</b>	<< >> in the first year						
<b>Total Installment Premium including applicable taxes</b>	<< >> in the first year						
<b>Applicable Rate of Tax*</b>	First Year : <<xx.xx%>>						
	Second Years onwards : <<>>						

\*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'.

<b>Applicable clauses</b>

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

<b>Benefit</b>	<b>Discount applicable as a percentage of tabular premium (applicable across policy term)</b>
Base Policy	<<6% for RP, 2% for SP>>
SBI Life – Preferred Term Rider (UIN: 111B014V02)	<<6% for RP, 2% for SP>>
SBI Life – Accidental Death Benefit Rider (UIN: 111B015V03)	<<6% for RP, 2% for SP>>
SBI Life - Accidental Total & Permanent Disability Benefit Rider (UIN: 111B016V03)	<<6% for RP, 2% for SP>>

**Part A**

**SBI Life- Shubh Nivesh Policy Document (UIN: 111N055V04)  
Individual Non-Linked Participating Life Insurance Savings Product**

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

Authorised Signatory			
Name			
Designation			
Date		Place	

Stamp Duty of Rs. << amount >> is paid as provided under Article 47( D ) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No.(<<Receipt No>> Validity Period Dt. <<dd/mm/yyyy>> To Dt.<<dd/mm/yyyy>> (O/w. No.<<Order No>>)/Date : <<dd/mm/yyyy>>).

<< 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.

<b>Expressions</b>	<b>Meanings</b>
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. 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.
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 as amended from time to time.
5. Annualized Premium	Means the premium amount payable in a year chosen by the policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
6. Base Policy	is that part of your Policy referring to basic benefit.
7. Basic Premium	is equal to total premium under the base policy excluding Applicable taxes and less underwriting extra premiums, if any. .
8. Basic Sum Assured	is the insurance amount offered by us under the Base Policy at the time of the inception of policy.
9. 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.
10. Birthday	is the conventional Birthday. If it is on 29th February, it will be considered as falling on the last day of February.
11. Date of commencement of policy	is the start date of your policy.
12. Date of commencement of risk	is the date from which the insurance cover under the policy commences .
13. Date of maturity of policy	is the date on which the term of the policy expires in case the policy is not terminated earlier .
14. Date of Revival	is the date on which the policy benefits are restored at the conclusion of the revival process



<b>Expressions</b>	<b>Meanings</b>
15. Date of Surrender	is the date on which we receive a communication from you requesting for surrender of the policy with all the necessary 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.
16. Death benefit	is the amount payable on death of the life assured.
17. Deferment period	is the period (5/10/15/20) chosen under Deferred Maturity Payment Option
18. Endorsement	a change in any of the terms and conditions of your policy, agreed to or issued by us, in writing.
19. Endowment maturity date	is the date on which the basic sum assured plus vested bonuses becomes payable if the life assured is alive on the said date.
20. Endowment with Whole Life maturity date	is the date of the policy anniversary immediately following the date on which the life assured completes 100 years of age.
21. Endowment Term	is the period from the Date of commencement of the Policy till the Endowment maturity date.
22. Financial Year	is the period commencing from 1st April to the following 31st March or such other period as may be notified by the Government.
23. Free-look period	is the period during which the policyholder has the option to return the policy and cancel the contract.
24. Grace period	is the period from the premium due date during which you can pay the premium without interest and other requirements and during which time the policy is considered to be in-force with the insurance cover without any interruption as per the terms of the policy.
25. Guaranteed Surrender Value	is the minimum guaranteed amount of Surrender Value of the Policy payable to the policyholder on the surrender of the Policy.
26. In-force	is the status of the policy when all the due premiums have been paid up to date.
27. 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 and levies if any, are payable in addition.
28. Lapse	is the status of the policy when a due premium is not paid before the expiry of grace period.
29. Legal Heir	means the person(s) legally eligible to receive the insurance benefits under the provisions of the policy.
30. Life assured	is the person in relation to whom life insurance and other benefits are granted under the policy.
31. Maturity Benefit	is the benefit payable on maturity.
32. Minor	is a person who has not completed 18 years of age.
33. 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.

<b>Expressions</b>	<b>Meanings</b>
34. Participating	means that your policy would be entitled for a share of the profits emerging from our 'participating life insurance business' and is paid as bonus.
35. Paid-up	is the status of the policy if premiums have been paid in full for at least 2 consecutive policy years. This is not applicable for a single premium Policy.
36. Paid-up Sum Assured on Death	is equal to sum assured on death multiplied by number of installment premiums paid divided by total number of installment premiums payable under your policy.
37. Paid-up Basic Sum Assured	is equal to Basic Sum Assured multiplied by number of installment premiums paid divided by total number of installment premiums payable under your policy.
38. Paid-up Value on maturity	Paid-up Basic Sum assured plus vested Bonus, plus terminal bonus, if any.
39. 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.
40. Policy document	means the policy schedule, policy booklet and endorsements (if any). Any subsequent written agreements (if any) mutually agreed by you and us during the term of the policy also forms a part of the Policy document.
41. Policy Schedule	is the document that sets out the details of your policy.
42. 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.
43. 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.
44. Policy year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day of the policy anniversary and excludes the next policy anniversary day.
45. Policy term	is the period commencing with the Date of Commencement of the Policy and terminating with the Date of Maturity
46. Premium frequency	is the period between two consecutive premium due dates for regular premium policy; the premium frequency available under the plan are Single, Yearly, Half-yearly, Quarterly or Monthly
47. Premium payment term	is the period, in years, over which premiums are payable.
48. Regular Bonus	is the amount that is expressed as a percentage of basic sum assured under the policy and declared on a regular basis, usually each year, throughout the Policy term, for in-force policies.
49. Revival	is the process of restoring the benefits under the policy which are

<b>Expressions</b>	<b>Meanings</b>
	otherwise not available due to non-payment of premiums on due dates, resulting in the lapse of the policy.
50. Revival period	is a period of 5 consecutive years from the date of first unpaid premium
51. Rider	is an additional cover which can be opted along with base plan.
52. Rider Sum Assured	is the amount payable upon the happening of event insured under the rider.
53. Rider Term	is the period, in years, during which the contractual rider benefits are payable.
54. Simple Reversionary Bonus or Reversionary Bonus	is the simple bonus which is same as Regular Bonus. It will be declared at the end of each financial year based on statutory valuation. It will be expressed as a percentage of basic sum assured.
55. Surrender	is the complete voluntary withdrawal or termination of the entire policy
56. Surrender Value	is the amount payable, if any, to the Policyholder upon surrender of the policy, in accordance with the terms and conditions of the policy.
57. Terminal Bonus	is an amount which may be paid over and above the simple reversionary bonus, if declared when the policy terminates, provided such a terminal bonus is declared by us and the policy is eligible for such terminal bonus.
58. Total Premiums Paid	Means the total of all premiums received, excluding any extra premium, any rider premium and taxes.
59. 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.
60. Vested Bonus	is reversionary bonus which has already been declared and remains attached to your Policy.
61. 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.
62. You, Your	is the person named as the policyholder.

The above definitions are provided only for the purpose of proper comprehension of the terms & phrase 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**

<b>Abbreviation</b>	<b>Stands for</b>
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
UIN	Unique Identification Number (allotted by IRDAI for this product)
GSV	Guaranteed Surrender Value
PUV	Paid-up value on maturity
SSV	Special Surrender Value

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

**Part C**

**3 Policy Benefits**

**3.1 Participation in Profits and Bonus**

- 3.1.1 Your Policy gets a share of the profits emerging from our 'participating life insurance business' in the form of Regular Simple Reversionary Bonus and Terminal Bonus.
- 3.1.2 We will declare the regular simple reversionary bonus at the end of each financial year and it will be based on the Statutory Valuation carried out under prevailing regulations.
- 3.1.3 Simple Reversionary Bonuses once declared by us become guaranteed and will be attached to your Policy. We may also pay the Terminal Bonus, if any, based on experience at the time of unfortunate death, surrender or survival till endowment maturity date.
- 3.1.4 In case you do not pay the premiums when due, your Policy will cease to participate in profits thereafter.
- 3.1.5 In case of surrender of the policy, the surrender value of this Bonus will be payable, provided the policy is eligible for surrender value.

**3.2 Death Benefit**

- 3.2.1 If your Policy is in-force on the date of death, we will pay any of the following benefits on death of the life assured:
  - 3.2.1.1 If you have chosen Endowment option, if death occurs before the completion of endowment term
    - 3.2.1.1.1 For Regular premium policies, we will pay the higher of the following:
      - 3.2.1.1.1.1 Sum assured on death plus Vested Simple Reversionary Bonuses plus Terminal bonus, if any.  
Where the Sum assured on death is: Higher of Basic Sum Assured or 10 times of annualized premium
      - OR
      - 3.2.1.1.1.2 105% of the total premiums received up to the date of death.
    - 3.2.1.1.2 For Single Premium policies, we will pay:
      - 3.2.1.1.2.1 Sum Assured on death plus Vested Simple Reversionary Bonuses plus Terminal bonus, if any  
Where the Sum assured on death is: higher of Basic Sum Assured or 1.25 times of Single premium
  - 3.2.1.2 If you have chosen Endowment with Whole Life Option:
    - 3.2.1.2.1 If death occurs before the completion of endowment term then Death benefit as defined either under 3.2.1.1.1 or under 3.2.1.1.2, as the case may be, will be paid depending on the mode of payment of premiums
    - 3.2.1.2.2 If death occurs after completion of the endowment term but before completion of 100 years of age
      - 3.2.1.2.2.1 We will pay only the additional Basic Sum Assured.

- 3.2.2** If your Policy is not in-force but has acquired paid-up value, we will pay any of the following benefits:
- 3.2.2.1** If you have chosen Endowment option only then we will pay the paid-up value on death if death occurs before the completion of endowment term. Where Paid-up value on death is paid-up sum assured on death along with vested bonuses, if declared and terminal bonus, if any OR
  - 3.2.2.2** If you have chosen Endowment with Whole Life Option and death occurs before the completion of endowment term then we will pay paid-up value on death and the policy gets terminated and no other benefits shall be payable under the policy OR
  - 3.2.2.3** If you have chosen Endowment with Whole Life Option and death occurs after the completion of endowment term but prior to Endowment Assurance with Whole Life Maturity Date then we will pay only the paid-up Basic sum assured.

### **3.3 Maturity Benefit**

- 3.3.1** If your Policy is in-force and the Life Assured survives to the date of Maturity of Policy, we will pay any of the following benefits:
- 3.3.1.1** If you have chosen Endowment option only then we will pay Basic Sum Assured along with the vested simple reversionary bonus plus terminal bonus, if any, on the Endowment Maturity date and the policy shall be terminated Or
  - 3.3.1.2** If you have chosen Endowment option with Whole Life Option then we will pay Basic Sum Assured along with the vested simple reversionary bonus plus terminal bonus, if any at the Endowment Maturity Date And
    - 3.3.1.2.1** We will pay an additional amount equal to the basic sum assured on Endowment with Whole Life Maturity Date, which is the policy anniversary after the Life Assured completes 100 years of age.
- 3.3.2** If your Policy is not in-force but has acquired paid-up value, and life assured survives till the date of maturity we will pay any of the following benefits:
- 3.3.2.1** If you have chosen Endowment option only then we will pay the paid-up value on maturity on the Endowment Maturity date and policy shall be terminated.
  - 3.3.2.2** If you have chosen Endowment option with Whole Life Option then we will pay the paid-up value on maturity on the Endowment Maturity Date and we will also pay an additional amount equal to Paid-up Basic Sum Assured on Endowment with Whole Life Maturity Date.
- 3.3.3** If your policy is not in force and has not acquired any paid-up value, that is, if the premiums are not paid for at least two consecutive years, maturity benefit shall not be payable

### **3.4 Deferred Maturity Payment Option**

If you are eligible for maturity payment,

- 3.4.1** You may choose Deferred Maturity Payment Option at the end of Endowment term of your policy wherein the Basic Sum Assured can be taken as an income spread over a chosen period
- 3.4.2** You should inform us in writing, at least 3 months prior to the date of maturity of your policy.
- 3.4.3** You are required to select the deferment period and the frequency of payment which can be yearly, half-yearly, quarterly or monthly.
- 3.4.4** These installments payments will depend on the interest rate applicable at the time of endowment maturity date. The Interest rate shall be based on the 10 year benchmark G- Sec rate less 100 basis points as on the 1<sup>st</sup> business day of financial year in which maturity date falls.

- 3.4.5** You will also have the option to receive the balance of the installments in one lump sum at any time while installments are being paid to you under Deferred Maturity Option.
- 3.4.6** We will pay the discounted value of remaining installments on such requests.
- 3.4.7** The interest rate for discounting will be the rate declared by the Company from time to time.
- 3.4.8** If Endowment option is chosen, and if death occurs after Endowment Maturity date then we will continue to pay the balance installments, if any, to the nominee or legal heirs till the expiry of the Deferment period as chosen by you
- 3.4.9** If Endowment with Whole Life Option is chosen, and if death occurs after Endowment maturity date but prior to Endowment Assurance with Whole Life Maturity Date then we will pay Basic Sum Assured and we will continue to pay the balance installments, if any, to the nominee or legal heirs till the expiry of the Deferment period as chosen by you.
- 3.4.10** However, the nominee may opt to take the remaining installments in lump sum which will be equal to the discounted value of the remaining installments at the rate of discount declared by the Company from time to time.

#### **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 Applicable Taxes and/or any other statutory levy/ duty/ surcharge, at the rate notified by the Central Government/ State Government / Union Territories of India from time to time, as per the provisions of the prevalent tax laws on basic premium,) and any other charge as per the product features.
- 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 premium 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 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 and payable.
- 4.8** 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:
- 4.8.1** Minimum premium requirement is satisfied for the requested premium frequency;
- 4.8.2** Availability of the requested premium frequency on the day of receipt of request for 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.
- 4.9** If you have chosen "Endowment with Whole Life Option", no premium is payable under the policy after Endowment Maturity Date.
- 4.10** If we pay your claim under any of your riders, you have to continue to pay the premiums for your base Policy and for remaining rider benefits, if any.

**5 Grace Period**

**5.1 Grace period**

- 5.1.1 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 for regular premium policies.
- 5.1.2 You have a grace period of 15 days for monthly frequency for regular premium policies.
- 5.1.3 Your policy will be treated as in-force during the grace period.
- 5.1.4 If you do not pay your due premiums before the end of grace period, your policy lapses.

SAMPLE



**Part D**

**6 Non-forfeiture Benefits**

**6.1 Paid-up Value**

- 6.1.1** Your policy will acquire paid-up value if you have paid premiums for at least 2 consecutive policy years in full.
- 6.1.1.1** Paid-up sum assured on death along with Vested Bonus, if declared and terminal bonus, if any, will be paid at the time of death.
- 6.1.1.2** Paid-up value on maturity (PUV) will be payable on the Endowment Maturity date
- 6.1.1.3** We will not attach any further reversionary bonuses from the date your policy has become paid-up.
- 6.1.1.4** Your policy shall not participate in any profits once it becomes a paid up policy.
- 6.1.2** You may terminate your paid-up Policy before Maturity by surrendering the Policy for Surrender Value.
- 6.1.3** If your policy is a single premium policy then Paid-up Value will not be applicable.
- 6.1.4** If you pay premiums for less than 2 years, your policy will not acquire any paid up value and no benefits will be payable under the policy.

**6.2 Surrender Value**

**6.2.1 For Regular Premium Policies:**

- 6.2.1.1** You may surrender your policy during the endowment term of the policy if you have paid premiums in full for at least 2 consecutive policy years.
- 6.2.1.2** We will pay you either Guaranteed Surrender Value (GSV) or Non-Guaranteed Special Surrender Value (SSV), if any whichever is higher, if you decide to surrender your Policy.
- 6.2.1.2.1** GSV is equal to GSV factors multiplied by the total premiums paid.
- 6.2.1.2.2** The GSV factors for various policy durations are given below:

Policy Year/ Policy Term	As percentage of total premiums paid																				
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4 to 7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
8	70%	63%	60%	58%	57%	56%	55%	54%	54%	54%	53%	53%	53%	53%	53%	52%	52%	52%	52%	52%	52%
9	90%	77%	70%	66%	63%	61%	60%	59%	58%	57%	57%	56%	56%	55%	55%	55%	54%	54%	54%	54%	54%
10	90%	90%	80%	74%	70%	67%	65%	63%	62%	61%	60%	59%	59%	58%	58%	57%	57%	56%	56%	56%	55%
11		90%	90%	82%	77%	73%	70%	68%	66%	65%	63%	62%	61%	61%	60%	59%	59%	58%	58%	58%	57%
12			90%	90%	83%	79%	75%	72%	70%	68%	67%	65%	64%	63%	63%	62%	61%	61%	60%	60%	59%
13				90%	90%	84%	80%	77%	74%	72%	70%	68%	67%	66%	65%	64%	63%	63%	62%	61%	61%
14					90%	90%	85%	81%	78%	75%	73%	72%	70%	69%	68%	66%	66%	65%	64%	63%	63%
15						90%	90%	86%	82%	79%	77%	75%	73%	71%	70%	69%	68%	67%	66%	65%	65%

16								90%	90%	86%	83%	80%	78%	76%	74%	73%	71%	70%	69%	68%	67%	66%
17									90%	90%	86%	83%	81%	79%	77%	75%	74%	72%	71%	70%	69%	68%
18										90%	90%	87%	84%	81%	79%	78%	76%	74%	73%	72%	71%	70%
19											90%	90%	87%	84%	82%	80%	78%	77%	75%	74%	73%	72%
20												90%	90%	87%	85%	83%	81%	79%	77%	76%	75%	74%
21													90%	90%	87%	85%	83%	81%	80%	78%	77%	75%
22														90%	90%	88%	85%	83%	82%	80%	79%	77%
23															90%	90%	88%	86%	84%	82%	80%	79%
24																90%	90%	88%	86%	84%	82%	81%
25																	90%	90%	88%	86%	84%	83%
26																		90%	90%	88%	86%	85%
27																			90%	90%	88%	86%
28																				90%	90%	88%
29																					90%	90%
30																						90%

**6.2.1.2.3** Surrender value of the vested bonuses, if any, will also be added to the GSV.

#### **6.2.2 For Single Premium Policies:**

**6.2.2.1** You may surrender your policy during the endowment term of the policy

**6.2.2.2** We will pay you either the Guaranteed Surrender Value (GSV) or the Non-Guaranteed Special Surrender Value (SSV), whichever is higher, if you decide to surrender your policy.

**6.2.2.2.1** In case the policy is surrendered during first three policy years, then,  $GSV = 75$  percent of the total premiums paid plus surrender value of the vested bonuses.

**6.2.2.2.2** In case the policy is surrendered in the fourth policy year or thereafter, then,  $GSV = 90$  percent of the total premiums paid plus surrender value of vested bonuses.

**6.2.3** The surrender value of the vested bonuses is calculated by multiplying the vested bonuses with bonus surrender value factors.

**6.2.4** The surrender value of vested bonus will be less than the amount of vested bonuses, if declared and will depend on the bonus surrender value factors and the duration of the policy.

**6.2.5** Bonus surrender value factors are given below:

<b>Term to Maturity</b>	<b>Bonus Surrender value factor</b>
1	27.40%
2	25.03%
3	22.87%
4	20.90%
5	19.11%
6	17.48%
7	15.99%

<b>Term to Maturity</b>	<b>Bonus Surrender value factor</b>
8	14.64%
9	13.41%
10	12.30%
11	11.28%
12	10.36%
13	9.52%
14	8.76%
15	8.07%
16	7.45%
17	6.88%
18	6.37%
19	5.91%
20	5.49%
21	5.12%
22	4.78%
23	4.47%
24	4.20%
25	3.96%
26	3.74%
27	3.54%
28	3.37%
29	3.21%
30	3.07%

- 6.2.6** The SSV for a Policy will depend on the Policy term and the duration elapsed at the time of the Surrender.
- 6.2.7** 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.
- 6.2.8** The surrender of the Policy shall extinguish all rights and benefits under your Policy.

## 7 Revival

- 7.1** 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.
- 7.2** If your Policy lapses then the rider(s) attached with your Policy will also lapse automatically.
- 7.3** You can revive your policy with or without riders, if any, during the revival period of 5 consecutive years from the date of the First Unpaid Premium or before the endowment maturity date whichever is earlier, for regular premium policies.
- 7.4** You should write to us during the revival period requesting revival of your policy.

- 7.5 You have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra premium based on Company's board approved underwriting policy.
- 7.6 We may accept or reject your revival request. We will inform you about the same.
- 7.7 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 intimated to you at the inception of your policy.
- 7.8 The interest rate will be charged at a rate declared by us from time to time. The company policy currently is based on the nominal interest rate per annum and is 250 basis points greater than the benchmark yield of Repo Rate as on 1st April of each of the Financial Year and it will be compounding on a half-yearly basis. The repo rate as on 1st April 2019 is 6.25%. The current rate of interest applicable for the Financial Year 2019-20 on revival is 8.75% p.a. compounded half yearly
- 7.9 You cannot revive your policy after the expiry of the revival period.
- 7.10 Revival shall not be effective unless we accept the revival and intimate you the same in writing.

## 8 Claims

### 8.1 Death claim

- 8.1.1 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.
- 8.1.2 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, wherever applicable
  - Any other documents including post-mortem report, first information report where applicable
  - Any other document which SBI Life in its discretion may call
- 8.1.3 Claim under the policy should be filed with us within 90 days of date of claim event.
- 8.1.4 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, 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.
- 8.1.5 We will pay the claim, if found admissible, to the assignee, if the policy is assigned.
- 8.1.6 If the policy is not assigned, and
- 8.1.6.1 you are the life assured, we will pay
    - 8.1.6.1.1 the nominee, if the nominee is not a minor
    - 8.1.6.1.2 the appointee, if the nominee is a minor
    - 8.1.6.1.3 your legal heir, if nomination is not valid or if there is no nomination.
  - 8.1.6.2 you are not the life assured, we will pay you or your legal heir
- 8.1.7 We may ask for additional information related to the claim.
- 8.1.8 You can claim death benefit only once under this plan.

**8.2 Maturity Claim**

8.2.1 You are required to submit the original policy document, the discharge form and KYC documents to any of our offices.

8.2.2 If you assign your policy, we will pay claim to the Assignee.

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

**8.3 Surrender Claim**

8.3.1 We will require the original policy document and discharge form to process the surrender claim.

8.3.2 If the policy is assigned, we will pay the assignee, the surrender value.

8.3.3 If the policy is not assigned, we will pay the surrender value to

8.3.3.1 you or

8.3.3.2 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.

8.3.3.3

**9 Termination**

**9.1 Termination of your policy**

Your policy will terminate at the earliest of the following:

9.1.1 on payment of death benefit or

9.1.2 on the date of maturity or

9.1.3 on payment of surrender value or

9.1.4 on payment of free-look cancellation amount or

9.1.5 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 on nonpayment of due premium before the expiry of the grace period, provided the policy hasn't acquired paid up value or

9.1.6 If it comes to the notice of our Company that the life assured is not prima facie eligible for insurance cover for any reason whatsoever, the policy cover will be terminated

**10 General Terms**

**10.1 Free-look period**

10.1.1 If you have purchased the policy through distance marketing channel or electronic policies, 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 cancellation.

10.1.2 If you have purchased the policy through a channel other than distance marketing or electronic policies, 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 cancellation.

10.1.3 We will then refund the premium paid after deducting the stamp duty paid, medical expenses incurred, if any, and applicable tax and/or any other statutory levies/duty/surcharges. The proportionate risk premium, along with the applicable tax and/or any other statutory levies /duty/surcharges, for the period of cover will also be deducted.

- 10.1.4 You cannot revive or restore your policy once you have returned your policy.
- 10.1.5 We will not pay any benefit under your policy after we pay the free-look cancellation amount.

**10.2 Suicide exclusion**

- 10.2.1 If the Life Assured, commits suicide, within 12 months, we will not pay the death benefit.
- 10.2.2 We will calculate 12 months from the Date of Commencement of Risk or from the Date of Revival of the Policy, whichever is later.
- 10.2.3 We will pay 80% of the total premiums paid till the date of death if death due to suicide occurs within 12 months from the date of commencement of risk provided the policy is in force and the contract would cease.
- 10.2.4 In case of suicide within 12 months from the date of revival of the policy, we will pay 80% of the total premiums paid till the date of death or the surrender value, if any, whichever is higher, as on the date of death, provided the policy is in force and the contract would cease.

**10.3 Policy loan**

- 10.3.1 You may apply for a loan against your Policy if your policy has acquired the Surrender Value.
- 10.3.2 Policy loan will be limited to a maximum of 90% of the Surrender Value.
- 10.3.3 The interest to be charged on the loan will be declared by the Company from time to time
- 10.3.4 Your policy will be assigned to us and the assignment shall be in force till the entire loan with the interest thereon is repaid.
- 10.3.5 We reserve the right to determine the loan amount to be granted and to defer the granting of a loan for a period not exceeding six months from the date of request for such a loan.
- 10.3.6 Interest shall accrue on the outstanding policy loan at a rate which shall be determined by the Company from time to time.
- 10.3.7 If you fail to pay the loan interest on the due dates and if the loan along with the outstanding interest due exceeds the Surrender Value for Reduced paid-up policy:
  - 10.3.7.1 your Policy will be foreclosed automatically; we will inform you beforehand if the policy is to be terminated
  - 10.3.7.2 we will pay the residual value of the policy, if any;
  - 10.3.7.3 the contract of insurance will stand terminated and all the benefits under the policy shall automatically cease.
- 10.3.8 We will recover the unpaid loan, if any along with outstanding interest due from the proceeds under your policy at the time of any payment made under the policy.
- 10.3.9 The policies that are in-force will not be terminated in case of outstanding loan exceeding surrender value

**Part E**

**11 Charges**

**11.1 Charges**

**11.1.1** Being an individual, non-linked, participating, life insurance savings product, there are no explicit charges under this policy.

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## Part F

## 12 General Terms - Miscellaneous

## 12.1 Nomination

- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 You may cancel or change the existing nomination.
- 12.1.4 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.
- 12.1.5 Your nomination should be registered in our records so as to make it binding on us.
- 12.1.6 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.]

## 12.2 Assignment

- 12.2.1 You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- 12.2.2 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.
- 12.2.3 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.
- 12.2.4 You may assign your policy wholly or in part.
- 12.2.5 You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.
- 12.2.6 The assignment or reassignment of your policy should be registered with us so as to make it binding on us.
- 12.2.7 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].

## 12.3 Rider Benefit

- 12.3.1 You can choose to avail riders for complete protection by paying additional premium.
- 12.3.2 Riders can be availed only at the inception
- 12.3.3 For more details on riders, please refer to “Rider Documents”



**12.4 Non-disclosure**

- 12.4.1** 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.
- 12.4.2** 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.
- 12.4.3** 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.
- 12.4.4** 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.]

**12.5 Misstatement of age**

- 12.5.1** 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.
- 12.5.2** If eligible,
- 12.5.2.1** If the correct age is found to be higher, you have to pay the difference in premiums along with interest and you may have to undergo medical examination, if required by us.
- 12.5.2.2** We will terminate your policy, if you do not pay the difference in premiums and applicable interest or if you do not undergo the required medical examinations.
- 12.5.2.3** If the correct age is found to be lower, we will refund the difference in premiums without any interest.
- 12.5.3** If not eligible,
- 12.5.3.1** We will terminate your policy.
- 12.5.3.2** We will pay you the surrender value, if any .

**12.6 Taxation**

- 12.6.1** 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.
- 12.6.2** You may be 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.
- 12.6.3** We shall deduct income tax at source (TDS) on payments made under the policy as per the applicable income tax laws in India.

**12.7 Date formats**

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

**12.8 Electronic transactions**

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

**12.9 Communications:**

- 12.9.1** We will communicate to you in writing and deliver the correspondence by hand or by post or by facsimile or by e-mail or any other available mode.
- 12.9.2** We will send correspondence to the mailing address you have provided in the proposal form or to the changed address as registered by you with us.
- 12.9.3** You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 12.9.4** 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](mailto:info@sbilife.co.in)

- 12.9.5** It is important that you keep us informed of your change in address and any other communication details

## Part G

## 13 Complaints

## 13.1 Grievance redressal procedure

- 13.1.1** If you have any query, complaint or grievance, you may approach any of our offices.
- 13.1.2** You can also call us on our toll-free number: 1800 267 9090 (9a.m. to 9p.m.).
- 13.1.3** If you are not satisfied with our decision or have not received any response within 10 working days, you may write to us at:  
Head – Client Relationship,  
SBI Life Insurance Company Limited  
Central Processing Centre,  
  
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](mailto:info@sbilife.co.in)
- 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’.
- 13.1.4** 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 3<sup>rd</sup> 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](mailto:bimalokpal.mumbai@ecoi.co.in)
- 13.1.5** We have also enclosed the addresses of the insurance ombudsman.
- 13.1.6** 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](mailto:complaints@irda.gov.in)
- 13.1.7** The postal address of IRDAI for communication for complaints by paper is as follows:  
Consumer Affairs Department, Insurance Regulatory and Development Authority of India,  
9768SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad – 500 032

<b>14 Relevant Statutes</b>
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**14.1 Governing laws and jurisdiction**

**14.1.1** 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 Indian Courts .

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

**14.2.1** (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.

**14.3 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]

**14.4 Rule 13 of Ombudsman Rules, 2017**

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)

1. 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.
2. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
3. 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.

**14.5 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.

**14.6 Protection of Policyholders' Interest**

The IRDAI (Protection of Policyholders' Interests) Regulations, 2017 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.



List of  
Ombudsman\_02.04.1

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

SAMPLE

**SBI Life- Shubh Nivesh Policy Document (UIN: 111N055V04)**  
**Individual Non-Linked Participating Life Insurance Savings Product**

**Rider Document**

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 111B015V03.
- 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 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 means 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

**SBI Life- Shubh Nivesh Policy Document (UIN: 111N055V04)**  
**Individual Non-Linked Participating Life Insurance Savings Product**

- 1.3.3 Self-inflicted injury: Intentional self-inflicted injury including the injuries arising out of attempted suicide
- 1.3.4 Criminal acts: Life assured's 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 assured's 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 Paid-up Value**

- 1.4.1 Your limited premium policy will acquire paid-up value if you have paid premiums for at least first two policy years.
- 1.4.2 Paid-up Sum Assured will be payable on death due to accident where  
Paid-up Sum Assured will be equal to Accidental Death Benefit Rider Sum Assured \* (No. of premiums paid / Total no. of premiums payable)
- 1.4.3 If your policy is a single premium or Regular premium policy, then Paid-up Status will not be applicable.

**1.5 Surrender**

- 1.5.1 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:

- 1.5.1.1 If you are paying regular premiums, we will not pay any surrender value.
- 1.5.1.2 If you have paid single or limited premium payment premium, we will pay a surrender value.
- 1.5.1.3 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.
- 1.5.1.4 You cannot restore your rider once you have surrendered the rider.
- 1.5.1.5 If you surrender the base policy, your riders will also be surrendered automatically.
- 1.5.1.6 We will not pay the rider benefit in case of accidental death of the life assured after we pay the surrender value.
- 1.5.1.7 The surrender value payable under this rider benefit for **Single premium option** is calculated as:

Single Premium (exclusive of applicable taxes) × 75% × Outstanding rider term / Rider Term

- 1.5.1.8 The surrender value payable under this rider benefit for **Limited premium payment** option is calculated as:

75% of Total Rider premiums paid (exclusive of applicable taxes) \* {Outstanding Rider term/ Rider Term} \* {Number of premiums paid / Total number of premiums payable}"

- 1.5.1.9 The single or limited premium used in the calculation of surrender value will be the premium charged for the rider, excluding taxes.

- 1.5.1.10 Outstanding rider term will be calculated as:

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



**SBI Life- Shubh Nivesh Policy Document (UIN: 111N055V04)**  
**Individual Non-Linked Participating Life Insurance Savings Product**

**1.6 Termination**

Your rider will terminate on the earliest of the following:

- 1.6.1** on payment of accidental death benefit or
- 1.6.2** the date on which your base policy or rider terminates or
- 1.6.3** on the date your rider term ends or
- 1.6.4** 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 or
- 1.6.5** 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, provided the policy has not acquired the paid-up value.

SAMPLE

<b>2 SBI Life – Accidental Total &amp; Permanent Disability Benefit Rider</b>
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**2.1 General Conditions**

- 2.1.1** The UIN allotted by IRDAI for SBI Life – Accidental Total & Permanent Disability Benefit Rider is 111B016V03.
- 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:
- Free-look
  - 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 his/her life. Disability must be caused solely and directly by external, violent, unforeseeable and visible means, occurring independently of any other causes and prove to the satisfaction of the insurer. 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 Paid-up Value

- 2.5.1 Your limited premium policy will acquire paid-up value if you have paid premiums for at least first two policy years.
- 2.5.2 Paid-up Sum Assured will be payable on occurrence of accidental total and permanent disability where  
Paid-up Sum Assured will be equal to ATPD sum assured \* (No. of premiums paid / Total no. of premiums payable)
- 2.5.3 If your policy is a single premium or Regular premium policy, then Paid-up Status will not be applicable.

## 2.6 Surrender

- 2.6.1 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:
  - 2.6.1.1 If you are paying regular premiums, we will not pay any surrender value.
  - 2.6.1.2 If you have paid single or limited premium payment premium, we will pay a surrender value.
  - 2.6.1.3 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.
  - 2.6.1.4 You cannot restore your rider once you have surrendered the rider.
  - 2.6.1.5 If you surrender the base policy, your riders will also be surrendered automatically.
  - 2.6.1.6 We will not pay the rider benefit in case of disability of the life assured after we pay the surrender value.
  - 2.6.1.7 The surrender value payable under the rider benefit for **Single premium option** is calculated as:  
  
**2.6.1.8** Single Premium (exclusive of applicable taxes) × 75% × Outstanding rider term / Rider Term  
The surrender value payable under the rider benefit for **Limited premium payment** option is calculated as:

75% of Total premiums paid (exclusive of applicable taxes) \* {Outstanding rider term / Rider Term} \* {Number of premiums paid / Total number of premiums payable}”

**2.6.1.9** The single or limited premium used in the calculation of surrender value will be the premium charged for the rider, excluding applicable taxes.

**2.6.1.10** Outstanding rider term will be calculated as:

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

## **2.7 Termination**

Your rider will terminate on the earliest of the following:

- 2.7.1** on payment of ATPD benefit or
- 2.7.2** the date on which your base policy or rider policy terminates or
- 2.7.3** on the date your rider term ends or
- 2.7.4** 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 or
- 2.7.5** 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 , provided the policy has not acquired the paid-up value.

### 3 SBI Life – Preferred Term Rider

#### 3.1 General Conditions

- 3.1.1** The terms and conditions specified in this rider document are applicable only if you have applied for this rider and your Policy Schedule shows that we have offered this Rider to you. The UIN allotted by IRDAI for SBI Life – Preferred Term Rider is 111B014V02.
- 3.1.2** We will pay the rider sum assured, in lumpsum, to you if you are not the life assured or to your nominee/assignee/legal heirs, as the case may be, if you are the life assured on the occurrence of unfortunate death of the life assured during the rider term subject to all of the following:
- 3.1.2.1** Your policy as well as this rider are in-force and
- 3.1.2.2** The total sum assured under this rider under all of your SBI Life individual policies put together will not exceed Rs. 50,00,000.
- 3.1.3** You may discontinue your rider alone during the rider term. You should inform us in writing.
- 3.1.4** The following provisions contained in the policy booklet will also apply for this rider:
- Grace period
  - Revival
  - Misstatement of age
  - Complaints
  - Free Look cancellation
  - Relevant statutes

#### 3.2 Suicide Exclusion

If the Life Assured, commits suicide, within 12 months from the date of commencement of risk under the rider or from the date of revival of the rider, as the case may be, the nominee or beneficiary of the policyholder shall be entitled to 80% of the total premiums paid till the date of death or the surrender value available as on the date of death, whichever is higher, provided the policy is in-force and the claim is found admissible and the contract would cease.

Where, Total Premiums paid means total of all the premiums received under the rider, excluding any extra premium and taxes.

#### 3.3 Surrender

- 3.3.1** 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:
- 3.3.1.1** If you are paying regular premiums, we will not pay any surrender value.
- 3.3.1.2** If you have paid single premium, we will pay a surrender value.
- 3.3.1.3** If you surrender the rider, other benefits in your policy will continue.
- 3.3.1.4** You cannot restore your rider once you have surrendered the rider.
- 3.3.1.5** If you surrender the base policy, your riders will also be surrendered automatically.
- 3.3.1.6** We will not pay the rider benefit in case of death of the life assured after we receive the surrender request.
- 3.3.1.7** The surrender value payable under this rider benefit is calculated as:
- $\text{Single Premium charged for the rider} \times 75\% \times \text{Outstanding rider term} / \text{Rider Term}$
- 3.3.1.7.1** The single premium used in the calculation of surrender value will be the premium charged for the rider, excluding applicable taxes.
- 3.3.1.7.2** Outstanding rider term will be calculated as:
- Rider Term, in months – Completed months as on the date of receipt of surrender request

### **3.4 Termination**

Your rider will terminate on the earliest of the following:

- 3.4.1** on payment of death benefit or
- 3.4.2** the date on which your Policy terminates or
- 3.4.3** on the date your rider term ends or
- 3.4.4** 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.

SAMPLE

## 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.

**[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**

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