

PART A

WELCOME LETTER

Date: <<dd/mm/yyyy>>

To,
 <<>>
 <<>>
 <<>>
 Contact Details: <<>>

Customer No.	: <<>>
Policy No.	: <<>>
Product Name	: <<SBI Life - Smart Annuity Income >>
UIN	: <<111N149V01>>

Dear <<>>

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.

Free Look Option:
 If You disagree with any of the terms and conditions of this Policy or otherwise, You have an option to cancel the Policy by sending a written request to Us, stating the reasons for Your objection within the Free Look Period of 30 days from the date of receipt of the Policy Document. Upon Your request and if no claim for Death Benefit has been made under the Policy, We will refund the Premium paid to the Central Record Keeping Agency account after deducting the Annuity Installment paid, if any and the stamp duty paid, irrespective of the reasons mentioned.
This request for cancellation of this Policy must reach Us within the Free Look Period of 30 days from the receipt of the Policy.

Please note this is a Single Premium payment insurance policy.

1. For any information/ clarification, please contact: Your local SBI Life service branch: <<SBI Life branch address>>
2. Your <<Sourcing Bank/ Branch is << Sourcing Bank / Branch >> and >>Intermediary/Agent << Intermediary/Agent Name / Code / Contact Details >>
3. In case You have any complaint/grievance You may contact the following official for resolution:
 <<Regional Director's address >>
4. We enclose the following documents:
 - 4.1 Policy Document including Customer Information Sheet.
 - 4.2 First Premium Receipt.
 - 4.3 Copy of other documents as follows:

Particulars	Document Received
Consent Benefit Illustration	
Medical Reports	Not Applicable

Part A

SBI Life – Smart Annuity Income Policy Document (UIN:111N149V01)
An Individual, Non-Linked, Non-Participating, General Annuity Product

5. In case of any clarification / discrepancy, call Us toll free on Our customer service helpline **18002679090** and helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing:24X7) or email Us at info@sbilife.co.in, You may also visit Us at www.sbilife.co.in
6. Register on Our **customer self service portal**, SBI Life Smart Care, <https://smartcare.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 Document is available on Our website www.sbilife.co.in. This can be viewed in a secure manner through onetime password. Please visit Our website for details.

Please check all the details mentioned in the Policy Document. Please make sure that the Policy Document is kept safely.

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 inadvertent ambiguity or conflict between these two versions, the English version shall prevail.

CUSTOMER INFORMATION SHEET / KNOW YOUR POLICY

This document provides key information about Your Policy. You are also advised to go through Your Policy Document

Sl. No.	Title	Description in Simple Words (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1.	Name of the Insurance Product and Unique Identification Number (UIN)	SBI Life – Smart Annuity Income (UIN: 111N149V01)	Part A, Welcome Letter
2.	Policy Number	<< as allotted by system >>	Policy Schedule, 1
3.	Type of Insurance Policy	SBI Life – Smart Annuity Income is an Individual, Non-linked, Non-Participating, General Annuity product	Cover Page
4.	Basic Policy Details	<ul style="list-style-type: none"> • Annuity Option Chosen: <<as allotted by system>> • Singlet Premium: << as allotted by system, excluding taxes >> • Mode of Premium Payment: Single Premium • Annuity Benefit: <<RS. as allotted by system >> <<yearly / half yearly / quarterly / monthly>> 	Policy Schedule
5.	Policy Coverage/Benefits Payable	<p>Maturity Benefit: Not Applicable</p> <p>Death Benefit: Based-on Annuity Option chosen</p> <ol style="list-style-type: none"> 1. Single Life Annuity: No benefit is payable 2. Single Life Annuity with Return of Purchase Price: Purchase Price is paid to the Claimant. 3. Joint Life Annuity: No benefit is payable 4. Joint Life Annuity with Return of Purchase Price: On death of last surviving Annuitant, Purchase Price is paid to the Claimant 5. NPS - Family Income: In case no such family member exists upon the death of the last survivor, Purchase Price is paid to the Nominee. <p>Survival Benefit: Annuity Installment is payable as specified based on Annuity Option chosen</p> <p>Surrender Benefits: Single Life/ Joint Life Annuity: Not applicable</p> <p>Single/Joint Life Annuity with Return of Purchase Price: The Policy can be Surrendered any time after completion of six months from the Date of Commencement of the policy and We will pay the Surrender Value as per the terms and conditions of the Policy.</p> <p>Please refer non-forfeiture benefits of the Policy.</p>	Part C & Part D
6.	Exclusions (events where insurance coverage is not payable), if any.	Not Applicable	
7.	Option available	There are 5 Annuity Options available under the Policy as mentioned below and once chosen the same cannot be changed. The Annuity Option selected by You is mentioned above under “Basic Policy Details”.	Part C

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		<ol style="list-style-type: none"> 1. Single Life Annuity 2. Single Life Annuity with Return of Purchase Price 3. Joint Life Annuity 4. Joint Life Annuity with Return of Purchase Price 5. NPS - Family Income 	
8.	Grace Period	Not Applicable	
9.	Free Look Period	If You disagree with any of the terms and conditions of this Policy or otherwise, You have an option to cancel the Policy by sending a written request to Us, stating the reasons for Your objection within the Free Look Period of 30 days from the date of receipt of the Policy Document. Upon Your request and if no claim for Death Benefit has been made under the Policy, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid, to the CRA (Central Record Keeping Agency) account from where the money was received irrespective of the reasons mentioned.	Part D Clause 7.2
10.	Lapse, Paid-Up and Revival of the Policy	Not Applicable	
11.	Policy Loan, if applicable	Loan facility is only available for Single/Joint Life Annuity with Return of Purchase Price. Loan can be availed at any time after 6 months from the Date of Commencement of Policy in accordance with the terms and conditions of the Policy.	Part D Clause 7.3
12.	Claims/Claims Procedure	<ul style="list-style-type: none"> • Turn Around Time (TAT) for claims settlement and brief procedure: Download 'Turn Around Times' pdf">https://www.sbilife.co.in/en/services->Download 'Turn Around Times' pdf • Toll free no.: 1800 267 9090 (Customer Service Timing:24X7). • Helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7) • Contact details of the insurer: 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, Navi Mumbai - 400706 Telephone No. 022-6645 6000 Email : claims@sbilife.co.in • Link for downloading claim form and list of documents required including bank account details. https://www.sbilife.co.in/en/services/download-center/claim-forms <p>List of documents required-</p> <ul style="list-style-type: none"> • Policy Document • Valid death certificate from municipal / local authorities • KYC documents of the Claimant • Valid Bank account proof of the claimant • Claimant's statement and claim forms in prescribed formats • Hospital records including discharge summary, etc, wherever applicable • Post-mortem report, first information report where applicable • Any other document which SBI Life may call, if found necessary in support of the claim 	Part D Clause 8
13. P	Policy Servicing	<ul style="list-style-type: none"> • Turn Around Time (TAT): Download 'Turn Around Times' pdf">https://www.sbilife.co.in/en/services->Download 'Turn Around Times' pdf • Toll free no.: 1800 267 9090 (Customer Service Timing:24X7). • Helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7) • For any information/ clarification, please contact: Your local SBI Life service branch: <<SBI Life branch address>> • Link for downloading applicable forms and list of documents required including bank account details. 	Part F Clause 10.10

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		Various forms are available on SBI Life Website: https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms	
14.	Grievances /Complaints	<ul style="list-style-type: none"> Contact details of Grievance Redressal Officer: 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, Navi Mumbai - 400706 Telephone No. 022-6645 6100 Email - hcr@sbilife.co.in Link for registering the grievance with the insurer's portal: https://www.sbilife.co.in/en/grievances Contact details of Ombudsman: https://cioins.co.in/ombudsman 	Part G Clause 11

Declaration by the Policyholder

I have received the above and I have read and confirm having noted the details.

Place:

Date:

(Signature of the Policyholder)

Note:

- i. Product related documents including the Customer Information sheet are available on Our website at www.sbilife.co.in.
- ii. In case of any conflict, the terms and conditions mentioned in the Policy Document shall prevail.

Welcome Letter – Regional Language

SAMPLE

First Premium Receipt

SAMPLE

Blank Page

SAMPLE



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

**POLICY
DOCUMENT**

SBI LIFE – SMART ANNUITY INCOME

UIN: 111NXXXVXX

An Individual, Non-Linked, Non-Participating,
General Annuity Product

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 (Customer Service Timing: 24X7)

Helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7)

Policy Preamble

Welcome to Your **SBI Life – Smart Annuity Income** policy (“Policy”) and thank You for choosing **SBI Life Insurance Company Limited** as Your preferred Insurance partner. The UIN allotted for this product is 111N149V01.

The information You have given in Your proposal form, Your personal statement together with any reports or other documents and declarations given by You shall form part of and the basis of this contract of insurance with Us. Your Policy Document is the evidence of the insurance contract entered into with Us. You should read these carefully to make sure that You are satisfied with the Policy terms and conditions. Please keep these in a safe place.

Smart Annuity – Income is an Individual, Non-Linked, Non-Participating, General Annuity product and Your Policy does not have any share in the profits or surplus of the Company.

In consideration of the Premiums received, We will provide You benefits as described in the Part C and D of the Policy Document.

The benefits if become payable will be paid to the person(s) entitled as set out in the Policy Document.

Please communicate to Us any change in Your mailing address or any other communication details as soon as possible.

If You require further information, please contact Us.

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 of Policyholder/ Primary Annuitant:

5. Name of Policyholder/ Primary Annuitant	<< Title / First Name / Surname >>
6. Date of Birth	<< dd/mm/yyyy >>
7. Age at Entry	<< >> years
8. Gender	<< Male / Female / Third Gender >>
9. Mailing Address (of the Policyholder)	<< Address for communication >>

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10. Telephone Number with STD Code	<<>>
11. Mobile Number of the Policyholder	<<>>
12. E-Mail Id of the Policyholder	<< E-Mail Id of the proposer >>

Personal Information of Primary Annuitant: (if different from Policyholder)

13. Name of the Primary Annuitant	<<N.A./ Title / First Name / Surname of the Annuitant>>
14. Date of Birth	<<N. A. / dd/mm/yyyy>>
15. Age at Entry	<< >> years
16. Gender	<< Male / Female / Third Gender >>
17. Mailing Address	<< Address for communication >>
18. Telephone Number with STD Code	<<>>
19. Mobile Number	<<>>
20. E-Mail Id of the Primary Annuitant	<<e-mail id of the Primary Annuitant>>

Personal Information of Secondary Annuitant:

21. Name of the Secondary Annuitant	<<N.A./ Title / First Name / Surname of the Secondary Annuitant>>
22. Date of Birth	<<N. A. / dd/mm/yyyy>>
23. Age at Entry	<<>> years
24. Gender	<< Male / Female / Third Gender >>
25. Mailing Address	<< Address for communication >>
26. Telephone Number with STD Code	<<>>
27. Mobile Number	<<>>
28. E-Mail Id of the Secondary Annuitant	<<e-mail id of the Secondary Annuitant>>

Nomination:

29. Name of the Nominee(s)	Relation to Primary Annuitant	Age	Gender	Share Percentage

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30. Name of the Appointee (s), if Nominee is a minor	Relation to Nominee	Age	Gender

Important Dates:

31. Date of Commencement of Policy	<<dd/mm/yyyy>>
32. Date of Commencement of Annuity	<<dd/mm/yyyy>>
33. Policy Anniversary Date	<<dd/mm>>
34. Annuity Payment Due Dates	<<>>
35. Existence Certificate Submission Date	<<dd/mmm >> every <<year/3 years/5 years>>

Policy Information:

36. Life Option	<<Single Life / Joint Life / Family Income>>
37. Annuity Option Number	<<Option no.>>
38. Annuity Option	<<Option name>>
39. Purchase Price / Premium (Rs.) (excluding applicable taxes)	<< >>
40. Annuity Payment Frequency	<<Yearly/Half-Yearly/Quarterly/Monthly>>
41. Annuity Installment (Rs.)	<< >>every <<Year/Half Year/Quarter/Month>>

Other Information:

42. Source of Premium	<< Vesting from National Pension Scheme / Refund proceeds under Family Income option for NPS >>
43. Primary NPS subscriber	<<Primary NPS subscriber name>>
44. Identification Number	<< Permanent Retirement Account Number (primary subscriber) >>
45. NPS category	<<Details entered like:

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SBI Life – Smart Annuity Income Policy Document (UIN:111N149V01)
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	1. Government Sector Subscribers/ Citizens including Corporate Sector subscribers/ NPS Lite & Swavalamban subscribers, etc. >>
46. Customer Information Sheet Reference Number	<<Policy Number>>

<< To be printed only if family income has been chosen >>

NPS Subscriber's Family Members details: (in order of eligibility for annuity payment)			
	Name	Date of Birth/ Age	Annuity Option
Mother			<<Single Life Annuity with Return of Purchase Price^ / Joint Life Annuity with Return of Purchase Price>>
Father			

^ annuity rates applicable would be as prevalent at the time of purchase of such annuity by utilizing premium (Purchase Price) to be refunded.

Premium Details:	
47. Premium (excluding applicable taxes) (Rs.)	<<>>
48. Applicable Taxes (Rs.)	<<>>
49. Total Premium including taxes (Rs.)	<<>>
50. Applicable rate of tax*	<<>>
51. Interest for advancement of annuity payout	<<Rs. >>

* 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

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

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Period Dt. <<.....>> **To Dt.**<<.....>>**(O/w. No.** <<Order No>>.) / **Date :** <<dd/mm/yyyy>> / **GRN No.** <<GRN No.>>, **Date :** <<dd/mm/yyyy>>, **State Bank of India, Deface No.** <<Deface No.>> **Deface Date :** <<dd/mm/yyyy>>.

<< Digital Signature >>

(Signature)
Proper Officer

We request You to read this Policy Schedule along with the Policy Document. If You find any error/mistake, please return Your Policy Document for effecting corrections.

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

SAMPLE

Policy Booklet

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Part B

This is Your Policy Document containing the terms and conditions governing Your Policy. This Policy Document should be read in conjunction with the Policy Schedule and other related documents of Your Policy.

1 Definitions

These definitions apply throughout your Policy Document.

Expressions	Meanings
1. Age	is the age at last birthday; i.e., the age in completed years.
2. Age at Entry	is the age at last birthday on the Date of Commencement of Policy.
3. Annuitant	is the person, as specified in the Policy Schedule, who is entitled to receive the Annuity Installment payout. The Primary Annuitant as named in the Policy Schedule will be the first person entitled to receive the payouts, while the Secondary Annuitant, if any and as named in the Policy Schedule, will be entitled to receive the Annuity Installment, if so opted, in the event of death of the Primary Annuitant, if applicable.
4. Annuity Installment	is the amount specified in the Policy Schedule which is payable to the Annuitant as per the Annuity Payment Frequency chosen by You and specified in the Policy Schedule.
5. Annuity Payment Frequency	is the frequency as chosen by You at the Date of Commencement of Policy and specified in the Policy Schedule at which the Annuity Installment will be payable. The Annuity Payment Frequencies available under this Policy are yearly, half-yearly, quarterly or monthly.
6. Appointee	is the person named in the Policy Schedule who has the right to give a valid discharge to the Policy monies in case of death of the Annuitant during the Policy Term while the Nominee is a Minor.
7. 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.
8. Claimant	is You (If You are not the Annuitant), or the Nominee or the Assignee or their Legal Heirs or holders of a succession certificate (if You or the Nominee(s) or the Assignee(s) are not alive at the time of claim), as the case may be as stated in the Policy Schedule or may be changed or added subsequently. In case the Claimant is not stated in the Policy Schedule or becomes invalid for any reason whatsoever, the Claimant will be the person[s] as certified by a court of competent jurisdiction
9. Critical Illnesses	means the illnesses defined in Annexure V of the Policy Document.
10. Date of Commencement of Annuity	is the date of payment of First Annuity Installment as stated in the Policy Schedule .
11. Date of Commencement of Policy	is the start date of the Policy as stated in the Policy Schedule.
12. Death Benefit	is the amount, if any, payable on death of the Annuitant, to the Claimant as stated in the Policy Document.
13. 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.

Expressions	Meanings
14. Free-Look Period	is the period of 30 days from the Date of Your receipt of the Policy during which You have the option to cancel the Policy, if You are not satisfied with the terms and conditions of the Policy or otherwise, in accordance with the Policy.
15. Guaranteed Surrender Value	is the minimum guaranteed amount to be paid in case of Surrender of the Policy.
16. Legal Heir	means the person(s) legally eligible to receive the Insurance benefits under the provisions of the Policy.
17. Minor	is a person who has not completed 18 years of Age.
18. Nominee	is the person named as the Nominee in the Policy Schedule as per Section 39 of the Insurance Act, 1938 as amended from time to time and who is entitled to receive the Death Benefit under the Policy.
19. Policyholder	is the person named in the Policy Schedule who is the owner of the Policy and is referred to as the proposer in the proposal form.
20. Policy Anniversary	is the same date each year during the Policy Term as the date of Commencement of the Policy. If the date of Commencement is on 29th of February, the Policy Anniversary will be the last date of February.
21. Policy Document	is the contract of insurance entered into between You and Us and includes the proposal form and all accompanying information and documentation submitted by You to Us, the Policy Schedule, any Endorsements, the Customer Information Sheet and rider documents (if any) issued by Us.
22. Policy Schedule	is the schedule attached to the Policy Document.
23. 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.
24. Premium / Purchase Price	is a lumpsum amount payable in order to secure the benefit under the provisions of your Policy. Taxes and other statutory levies, as applicable, would be payable in addition to the Premium.
25. Survival Benefit	refers to the amount payable on the survival of the Annuitant/s by Us, in accordance with the terms and conditions of the Policy.
26. You, Your	is the person named as the policyholder.
27. We, Us, Our , Company	SBI Life Insurance Company Limited or its successors and/or assigns.

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
PFRDA	Pension Fund Regulatory and Development Authority
IRDAI	Insurance Regulatory and Development Authority of India
Rs. / ₹	Indian Rupees
UIN	Unique Identification Number (allotted by IRDAI for this product)
NPS	National Pension System

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

Part C

3 Policy Benefits

The Annuity Option exercised by You and as specified in the Policy Schedule is final and cannot be altered.

3.1 Single Life Annuity:

- 3.1.1 **Survival Benefit:** We will pay the Annuity Installment at the Annuity Payment Frequency provided that Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.1.2 **Death Benefit:** Upon the death of the Annuitant, We will cease the payment of Annuity Installment and no other benefit will be payable under the Policy. The Policy will immediately and automatically terminate on the death of the Annuitant.

3.2 Single Life Annuity with Return of Purchase Price:

- 3.2.1 **Survival Benefit:** We will pay the Annuity Installment at the Annuity Payment Frequency provided that Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.2.2 **Death Benefit:** Upon the death of the Annuitant, We will cease the payment of the Annuity Installment and will pay a Death Benefit equal to the Purchase Price to the Claimant. The Policy will immediately and automatically terminate on the death of the Annuitant.

3.3 Joint Life Annuity:

- 3.3.1 **Survival Benefit:** We will pay the Annuity Installment at the Annuity Payment Frequency provided that either of the Annuitant(s) is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.3.2 **Death Benefit:** If one of Annuitant(s) dies and the other Annuitant is alive, We will continue to pay the Annuity Installment to the surviving Annuitant for as long as such Annuitant is alive. Upon the death of surviving Annuitant or both the Annuitant(s), We will cease the payment of Annuity Installment, and no other benefit will be payable under the Policy. The Policy will immediately and automatically terminate on the death of both the Annuitant(s).

3.4 Joint Life Annuity with Return of Purchase Price:

- 3.4.1 **Survival Benefit:** We will pay the Annuity Installment at the Annuity Payment Frequency provided that either of the Annuitant(s) is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.4.2 **Death Benefit:** If one of Annuitant(s) dies and the other Annuitant is alive, We will continue to pay the Annuity Installment to the surviving Annuitant for as long as such Annuitant is alive. Upon the death of surviving Annuitant or both the Annuitant(s), We will cease the payment of Annuity Installment, and will pay a Death Benefit equal to the Purchase Price to the Claimant. The Policy will immediately and automatically terminate on the death of both the Annuitant(s).

3.5 NPS - Family Income:

- 3.5.1 The benefits under this option would be payable in accordance with the guidelines as prescribed by the PFRDA.

- 3.5.2 As per the current regulations, the benefits will be payable for life of the Annuitant (Subscriber under the NPS) and his/her spouse as per the Annuity Option either "Single Life Annuity with Return of Purchase Price" Or "Joint Life Annuity with Return of Purchase Price" as the case may be.
- 3.5.3 In case the Subscriber does not have a spouse; the Annuity benefits will be payable for life of the Subscriber as per the Annuity Option "Single Life Annuity with Return of Purchase Price".
- 3.5.4 In case the Subscriber has a spouse; the Annuity benefits will be payable for life of the Subscriber as per the Annuity Option "Joint Life Annuity with Return of Purchase Price".
- 3.5.5 On death of the Annuitant(s) or both the Annuitants, as the case may be, the Annuity payment would cease and the refund of Purchase Price shall be utilized to purchase an annuity contract afresh for living dependent parents (if any) as per the order specified below:
- a. Living dependent Mother of the deceased Subscriber;
 - b. Living dependent Father of the deceased Subscriber.
- 3.5.5.1 The annuity amount would be revised and determined as per the Annuity Option "Single Life Annuity with Return of Purchase Price" using the annuity rate prevalent at the time of purchase of such annuity by utilizing the Premium required to be refunded to the Nominee under the Annuity Policy.
- 3.5.5.2 The Annuity would continue until all such family members in the order specified above are covered.
- 3.5.5.3 After the coverage of all such family members, the Purchase Price shall be refunded to the surviving children of the Subscriber and in the absence of children, the Legal Heirs of the subscriber, as may be applicable.
- 3.5.5.4 In case no such family member exists upon the death of the last survivor, there would be a refund of Purchase Price to the Nominee.
- 3.5.6 In case of demise of the Subscriber, the Annuity benefits will be payable for life of the spouse, if any, as per the Annuity Option "Single Life Annuity with Return of Purchase Price".
- 3.6** The insurable interest between the Primary Annuitant and Secondary Annuitant for Joint Life Annuity Options will be ensured at the time of issuance of the Policy as per Our Board approved Underwriting policy.

4 Premium or Purchase Price

- 4.1** The Premium or Purchase Price is required to be paid only once at the Date of Commencement of Policy.
- 4.2** 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 applicable tax laws on the Premium.

Part D**5 Non-forfeiture Benefits****5.1 Surrender Value:**

- 5.1.1 If either Single Life Annuity with Return of Purchase Price or Joint Life Annuity with Return of Purchase Price Annuity Option is applicable under Your Policy as specified in the Policy Schedule. You can Surrender Your Policy any time after six months from the Date of Commencement of Policy.
- 5.1.2 If the Annuitant/Primary Annuitant/Secondary Annuitant, or spouse or any of the children of the Annuitant is diagnosed as suffering from any of the Critical Illnesses as defined in Annexure V to the policy document, based on the documents produced to the satisfaction of the medical examiner of the Company.
- 5.1.2.1 On approval of the Surrender, We will pay Surrender Value equal to 95% of the Purchase Price to the Annuitant, subject to deduction of any outstanding loan amount and loan interest, if any.
- 5.1.2.2 On payment of the Surrender Value, the Policy stands terminated.
- 5.1.2.3 For the purpose of Surrender Value calculation, the Purchase Price excludes taxes, if any.
- 5.1.2.4 Any change in Surrender Value calculation method shall be made subject to prior approval of the Authority as per applicable File & Use or Use & File procedure.

6 Termination**6.1 Termination of Your Policy**

- 6.1.1 Your Policy will terminate at the earliest of the following:
- 6.1.1.1 on the death of the Annuitant(s) OR
- 6.1.1.2 on Surrender of the Policy OR
- 6.1.1.3 on the cancellation of Your Policy during Free Look Period.

7 General Terms**7.1 Existence Certificate**

- 7.1.1 You shall submit an Existence Certificate before the next Annuity payment anniversary as per the frequency mentioned in the Policy Schedule in the format provided by Us. We may review the frequency of submission of the Existence Certificate from time to time and any change in the same will be communicated to the Annuitant
- 7.1.2 If You do not submit the Existence Certificate on the due date, We will cease the payment of the Annuity Installment. However, on the receipt of the Existence Certificate, We will resume the payment of the Annuity Installment and all the arrears will be settled without any interest.
- 7.1.3 In case of 'Joint Life' Annuity Options, the Existence Certificate of the First Annuitant will be required. After the death of the Primary Annuitant, the Existence Certificate of the Secondary Annuitant will be required

7.2 Free look Period

- 7.3.1 You have the Free Look Period of 30 days beginning from the date of receipt of this Policy Document, whether received electronically or otherwise, to review the terms and conditions of the Policy.
- 7.3.2 If You disagree with any of the Policy terms and conditions, or otherwise, You have an option to cancel the Policy by sending Us a request in writing, stating the reasons for the same.
- 7.3.3 Upon Your request and if no claim for Death Benefit has been made under the Policy, We will refund the Premium paid after deducting the Annuity Installment paid to Us if any and the stamp duty paid, irrespective of the reasons mentioned.
- 7.3.4 We will refund the monies directly to the Central Record Keeping Agency account from where the monies were received.
- 7.3.5 We will not pay You any interest on the monies held by Us during this interim period.
- 7.3.6 You cannot revive or restore Your Policy once You have cancelled Your Policy during the Free Look Period.
- 7.3.7 We will not pay any benefit under Your Policy after We receive Your request for cancellation of Policy during the Free Look Period.

9.3 Policy Loan

- 9.3.1. Loan facility is only available for Single/Joint Life Annuity with Return of Purchase Price.
- 9.3.2. Loan can be availed any time after six months from the Date of Commencement of Policy. The maximum amount of loan that can be granted under the Policy shall be such that the effective annual interest amount payable on loan does not exceed 50% of the Annuity amount payable in a year under the Policy.
- 9.3.3. Under Joint Life Annuity Option, the loan can be availed by the Primary Annuitant and on death of the Primary Annuitant, it can be availed by the Secondary Annuitant.
- 9.3.4. The interest on loan shall be at 10-year G-Sec rate as at 1st April of the relevant financial year, plus not more than 200 bps and shall be applicable for all loans granted during the period of twelve months, beginning 1st May of the relevant financial year.
- 9.3.5. The loan interest will be recovered from the Annuity Installment amount payable under the Policy.
- 9.3.6. The loan interest will accrue as per the Annuity Payment Frequency under the Policy and it will be due on the date of payment of Annuity Installment.
- 9.3.7. The outstanding loan shall be recovered from the claim proceeds under the Policy. However, the Annuitant has the flexibility to repay the loan principal at any time during the currency of the Annuity Instalment payments.
- 9.3.8. The interest rate would be rounded to nearest multiple of 25 basis points and interest amount would be rounded nearest to Re 1. The current interest rate applicable for loan for the financial year 2023-24 is 9.25% compounded half-yearly.
- 9.3.9. Any change in the basis for determining interest rate for loan shall be made subject to prior approval of the Authority as per applicable File & Use or Use & File procedure.

8 Claims

8.1 Annuity Benefit:

- 8.1.1 Annuity benefits payable to Annuitant (s) depending upon:
 - 8.1.1.1 Annuitant(s) Age at Entry,
 - 8.1.1.2 Annuity Option chosen by the Annuitant,
 - 8.1.1.3 Annuity Payment Frequency chosen by the Annuitant,
 - 8.1.1.4 Annuity Rates prevailing at the Date of Commencement of Policy, and
 - 8.1.1.5 Purchase Price / Premium paid by the Annuitant.

- 8.1.2 You will be liable to pay all applicable taxes as levied by the Government and other statutory authorities on the payment of benefit under the Policy.
- 8.1.3 All applicable taxes shall be deducted at source as per the income tax rules as amended from time to time.

8.2 Death Claim:

- 8.3.1 The Claimant should intimate Us about the death of the Annuitant in writing, stating at least the policy number, cause of death and date of death.
- 8.3.2 Depending on the Annuity Option, We shall pay Annuity Installment to the Secondary Annuitant on the death of the Primary Annuitant, if such a benefit is payable under the Annuity Option chosen or
- 8.3.3 Depending on the Annuity Option, We shall pay the death claim, if any, to the Claimant, if such a benefit is payable under the Annuity Option chosen.
- 8.3.4 In case of death of the Annuitant, proportional Annuity amount, if any would be payable for the period between the date of last Annuity Installment paid and the date of death of the Annuitant.
- 8.3.5 If the date of death is on the due date of the payment of the Annuity Installment, then due Annuity Installment amount would be paid.
- 8.3.6 We will require the following documents to process the claim:
 - 8.3.6.1 Policy Document
 - 8.3.6.2 Valid death certificate from municipal / local authorities
 - 8.3.6.3 KYC documents of the Claimant
 - 8.3.6.4 Valid Bank Account Proof of the Claimant
 - 8.3.6.5 Claimant's statement and claim forms in prescribed formats
 - 8.3.6.6 Hospital records including discharge summary, etc., wherever applicable
 - 8.3.6.7 Post-mortem report, First Information report where applicable
 - 8.3.6.8 Any other document which We may call, if found necessary in support of the claim
- 8.3.7 Claim under the Policy should be filed with Us at the earliest possible time following the claim event. While We may condone any delays in intimation or submission of documents, excessive delays may impact the claim settlement process. However, We reserve the right to request additional information or documentation to verify the validity of the claim and ensure a fair and efficient settlement process
- 8.3.8 We would recover Annuity Installment(s) that have fallen due and paid after the date of death for the options where the Annuity Installment payment would cease on the death of the Annuitant(s).
- 8.3.9 Please go through the Policy Document carefully to understand whether any Death Benefit is payable under the Annuity Option chosen by the Annuitant under the Policy because under certain options, there is no Death Benefit that shall be payable under the Policy on the death of the Annuitant[s].
- 8.3.10 We may ask for additional information related to the claim
- 8.3.11 If there are any legal proceedings pending before a Court of competent jurisdiction about the title under the Policy, the benefits shall be paid only to the person[s] as directed by the Court.
- 8.3.12 For any claim related assistance, call Us at Our Claims Helpline on Toll free Number – 18002679090 (Customer Service Timing:24X7) and helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7).

8.4 Surrender Claim

- 8.4.1 If the Policy is assigned, We will pay the Surrender Value to the Assignee.
- 8.4.2 If the Policy is not assigned, We will pay the Surrender Value to
 - 8.4.2.1 You or
 - 8.4.2.2 Your Legal Heir, in case of Your death subsequent to the date of submission of request for Surrender of the Policy but before payment of Surrender Value.
- 8.4.3 Surrender Value will be paid to You by Us on submission of the required documents. We will require the following documents to process the claim:

Part D

SBI Life – Smart Annuity Income Policy Document (UIN:111N149V01)
An Individual, Non-Linked, Non-Participating, General Annuity Product

- 8.4.3.1 Policy Document,
- 8.4.3.2 Evidence of critical illnesses as per Annexure IV
- 8.4.3.3 KYC documents (Photo ID and Address Proof)
- 8.4.3.4 Bank account details (bank statement/cancelled cheque)
- 8.4.3.5 Discharge Form.
- 8.4.4 The above-mentioned documents in case of an assigned Policy will be required from Assignee
- 8.4.5 You may submit the documents by visiting any of Your nearest SBI Life offices.

SAMPLE

Part E

9 **Charges**

9.1 Charges

There are no charges under this Policy.

SAMPLE

Part F**10 General Terms - Miscellaneous****10.1 Nomination**

- 10.1.1 If You are the Policyholder and the Primary Annuitant, You may, when effecting the Policy or at any time thereafter nominate a person or persons to whom the money secured by the Policy shall be paid in the event of the death of the last surviving Annuitant.
- 10.1.2 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 the death of the last surviving Annuitant during the minority of the Nominee.
- 10.1.3 You may cancel or change the existing Nomination. If You wish to change any Nominee specified in the Policy Schedule, On death of the Primary Annuitant, the Secondary Annuitant can change the existing nomination. You must send a written request to Us and give Us complete details in relation to the new Nominee proposed.
- 10.1.4 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 as prescribed under Section 39 of Insurance Act, 1938.
- 10.1.5 Your nomination should be registered in Our records so as to make it binding on Us.
- 10.1.6 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 39 is enclosed as Annexure –II for reference]

10.2 Assignment

- 10.2.1 You may assign the Policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- 10.2.2 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.
- 10.2.3 You may prefer 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.
- 10.2.4 You may assign Your Policy wholly or in part.
- 10.2.5 You may assign Your Policy either absolutely or conditionally (as prescribed under S.38 of the Insurance Act, 1938). At any point of time there can be only one assignment under Your Policy.
- 10.2.6 The assignment or reassignment of Your Policy should be registered with Us so as to make it binding on Us.
- 10.2.7 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 in Annexure – (I) for reference]

10.3 Non-disclosure

- 10.3.1 We have issued Your Policy based on the statements in Your proposal form, personal statement, medical reports and any other documents that are submitted to Us.
- 10.3.2 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 cancel Your Policy as per 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.]

10.4 Misstatement of Age

- 10.4.1 If We find that the correct Age of the Annuitant(s) is different from that mentioned in the proposal form, We will check his/ her eligibility for the Annuity Installment payment as on the Date of Commencement of the Policy.
- 10.4.2 If eligible,
- 10.4.2.1 We will re-calculate the Purchase Price as at the date of purchase of Annuity and alter it corresponding to the correct Age of the Annuitant. The Purchase Price will be re-calculated as at the date of purchase of annuity subject to the following conditions:
- 10.4.2.1.1 If the revised Purchase Price is found to be higher, You should pay the difference in Purchase Price along with interest as specified by Us from time to time and Applicable Taxes .
- 10.4.2.1.2 If You do not pay the difference in Purchase Price and applicable interest and taxes, We shall re-calculate the Annuity Installment amount as at the date of purchase of Annuity for the correct Age and for the modified Purchase Price. The original Purchase Price will be modified in order to recover the excess Annuity Installment amount paid along with applicable interest. We will then continue to pay revised Annuity Installment to the Annuitant.
- 10.4.2.1.3 If the revised Purchase Price is found to be lower, We will recalculate the Annuity Installment based on Your correct Age and the actual Purchase Price received by Us and pay the difference in the Annuity Installment arisen out of such correction, if any, in one lumpsum without any interest.
- 10.4.3 If not eligible,
- 10.4.3.1 We will terminate Your Policy per the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.
- 10.4.3.2 The benefits payable under this Policy shall stand cancelled, and the Purchase Price paid (minus stamp duty and applicable taxes minus sum total of the Annuity Installments made till date of cancellation) will be refunded to You or the Claimant, as the case may be, without interest.

10.5 Taxation

- 10.5.1 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 the Premium, and/or other charges (if any) as per the product features.
- 10.5.2 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 consult Your tax advisor on applicable tax benefits under the Policy.
- 10.5.3 We shall deduct income tax at source (TDS) on payments made under the Policy as per the applicable income tax laws in India

10.6 Date formats

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

10.7 Electronic transactions

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

10.8 Communications

- 10.8.1 We will communicate to You in writing and deliver the correspondence by hand, post, e-mail or any other approved mode.
- 10.8.2 We will send correspondence to the mailing address You have provided in the proposal form or to the address subsequently changed and registered by You with Us.
- 10.8.3 You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 10.8.4 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
- 10.8.5 It is important that You keep Us informed of Your change in address and any other communication details.

10.9 Issuance of physical copy of Your Policy

- 10.9.1 If You wish to obtain a physical copy of Your Policy, then You can send an application for the physical copy of Policy.
- 10.9.2 If You wish to obtain a duplicate physical copy of Your Policy, then You can send an application for the duplicate physical copy along with the payment of printing charges of ₹100 Plus Stamp duty Plus GST.

10.10 Policy Servicing

- 10.10.1 We endeavor to ensure that You receive the best possible service in relation to Your Policy. If You wish to avail any services from Us or require any support or assistance in relation to the Policy, You may send a written request to Us at info@sbilife.co.in.
- 10.10.2 Turn Around Time (TAT) for various services can be downloaded from: <https://www.sbilife.co.in/en/services>.
- 10.10.3 Various forms and list of documents required including bank account details are available on SBI Life Website: <https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms>.
- 10.10.4 You can also give feedback on the services provided by Us at info@sbilife.co.in

Part G

11 Complaints

11.1 Grievance Redressal Procedure

- 11.1.1 If You have any query, complaint or grievance, You may approach any of Our offices.
- 11.1.2 You can also call Us on Our toll-free number: 1800 267 9090 and helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7 and these timings are subject to change)
- 11.1.3 You can also send an email to Us on info@sbilife.co.in
- 11.1.4 If You are not satisfied with Our decision or have not received any response within 15 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
 E-mail Id: hcr@sbilife.co.in
- 11.1.5 In case You are not satisfied with Our decision or have not received a response within 1 month from the date of filing Your complaints with Us and the issue pertains to Rule 13 and 14(3) of Insurance Ombudsman Rules, 2017, You may approach the Insurance Ombudsman. You can make the complaint to the Ombudsman as per provision 13 and 14(3) of the said rules. The relevant provisions have been mentioned in the section “Relevant Statutes”.
- 11.1.6 The address of the Insurance Ombudsman and the Insurance Ombudsman Rules, 2017, are, available on the website of IRDAI, <http://www.irdai.gov.in> and in Our website <http://www.sbilife.co.in>. The address of the Ombudsman at Mumbai is:
 Office of the Insurance Ombudsman
 3rd Floor, Jeevan Seva Annexe,
 S.V. Road, Santa Cruz (W),
 Mumbai – 400 054.
 Telephone No.: +91 – 22 – 69038800/27/29/31/32/33
 E-mail : bimalokpal.mumbai@cioins.co.in
- 11.1.7 We have also enclosed a list of addresses of Insurance Ombudsmen in Annexure IV for reference.
- 11.1.8 If You are not satisfied with the response or do not receive a response from Us within 15 days of lodging the complaint through Our Grievance Redressal Mechanism; You may escalate the complaint to IRDAI through the Bima Bharosa Portal (IRDAI): <https://bimabharosa.irdai.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@irdai.gov.in
- 11.1.9 The postal address of IRDAI for communication for complaints by paper is as follows: Policyholders’ Protection Grievance Redressal Department, Insurance Regulatory and Development Authority of India, SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad – 500032.

12 Relevant Statutes

12.1 Governing laws and jurisdiction

12.1.1 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.

12.2 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.]

12.3 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, as amended from time to time 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 counselor 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.

12.4 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.

12.5 Protection of Policyholders' Interest

The IRDAI (Protection of Policyholders' Interest, Operations and Allied Matters of Insurers)) Regulation, 2024, provide for protection of the interests of the policyholders. The provisions of this regulations will be applicable and subject to the prevailing law, as amended from time to time.

Annexure-I

A. 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 from time to time and as amended by Insurance Laws (Amendment) Act, 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

B. 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 from time to time and as amended by Insurance Laws (Amendment) Act, 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 (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 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

C. 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 from time to time and as amended by Insurance Laws (Amendment) Act, 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 policywhichever 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 policywhichever 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]

Annexure IV

List of Ombudsman Centers with Address

Office of the Ombudsman	Contact Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1 st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, 1 st Floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH	Office of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 / 2740798 Email: bimalokpal.jaipur@cioinsco.in	Rajasthan.
KOCHI	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp. to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7 th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh :Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),	Goa, Mumbai Metropolitan Region

	Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	(excluding Navi Mumbai & Thane).
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

Annexure V

List of Critical Illnesses

1. CANCER OF SPECIFIED SEVERITY

- I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded –
 - i. All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
 - ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
 - iii. Malignant melanoma that has not caused invasion beyond the epidermis;
 - iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
 - v. All Thyroid cancers histologically classified as T1 N0M0 (TNM Classification) or below;
 - vi. Chronic lymphocytic leukaemia less than RAI stage 3
 - vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
 - viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1 N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

2. MYOCARDIAL INFARCTION

(First Heart Attack of specific severity)

- I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
 - i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
 - ii. New characteristic electrocardiogram changes
 - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
 - i. Other acute Coronary Syndromes
 - ii. Any type of angina pectoris
 - iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. OPEN CHEST CABG

- I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II. The following are excluded:
 - i. Angioplasty and/or any other intra-arterial procedures

4. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the

valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

5. COMA OF SPECIFIED SEVERITY

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - i. no response to external stimuli continuously for at least 96 hours;
 - ii. life support measures are necessary to sustain life; and
 - iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

6. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

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

7. STROKE RESULTING IN PERMANENT SYMPTOMS

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
 - i. Transient ischemic attacks (TIA)
 - ii. Traumatic injury of the brain
 - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

8. MAJOR ORGAN /BONE MARROW TRANSPLANT

- I. The actual undergoing of a transplant of:
 - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
 - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
 - i. Other stem-cell transplants
 - ii. Where only islets of langerhans are transplanted

9. PERMANENT PARALYSIS OF LIMBS

- I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

10. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

11. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
 - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
 - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Neurological damage due to SLE is excluded.

12. BENIGN BRAIN TUMOR

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
 - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
 - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- III. The following conditions are excluded: Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. BLINDNESS

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:
 - i. corrected visual acuity being 3/60 or less in both eyes or ;
 - ii. the field of vision being less than 10 degrees in both eyes.
- III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

14. END STAGE LUNG FAILURE

- I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
 - i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
 - ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
 - iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ($\text{PaO}_2 < 55\text{mmHg}$); and
 - iv. Dyspnea at rest.

15. END STAGE LIVER FAILURE

- I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
 - i. Permanent jaundice; and
 - ii. Ascites; and
 - iii. Hepatic encephalopathy.
- II. Liver failure secondary to drug or alcohol abuse is excluded.

16. LOSS OF SPEECH

- I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

17. LOSS OF LIMBS

I. The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

18. MAJOR HEAD TRAUMA

- I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
- II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
- III. The Activities of Daily Living are:
- i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
 - iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
 - iv. Mobility: the ability to move indoors from room to room on level surfaces;
 - v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - vi. Feeding: the ability to feed oneself once food has been prepared and made available.
- IV. The following are excluded:
- i. Spinal cord injury;

19. PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
- i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
 - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

20. THIRD DEGREE BURNS

I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

Any change in the above-mentioned Critical Illnesses shall be made subject to prior approval of the Authority as per applicable File & Use or Use & File procedure.