Part A

WELCOME LETTER

Date: <<dd/mm/yyyy>>

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

Customer No.	:	<< >>
Policy No.	:	<< >>
Product Name	:	<<SBI Life – Smart Bachat >>
UIN	:	<< 111N108V03>>

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.

Please note that you have opted for a << Limited>> premium payment insurance policy. Your premium due dates are: <<dd/mm>> of every year / << of each month >> during Premium Payment Term.

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 Facilitator << Facilitator 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 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 on our customer service helpline **18002679090** or email us at info@sbilife.co.in, also you may visit us at 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
8. Please note that the digitally signed copy of your policy bond is available on our website 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 the policy document, for policies other than electronic policies and policies sourced through any channel other than Distance Marketing and within 30 days , from the date of receipt of the policy document, for electronic policies and policies sourced through Distance Marketing, from the date of the receipt of the policy document and if you disagree with any of those terms and conditions, you have the option to return the policy seeking cancellation of 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. Premiums paid by you will be refunded after deducting stamp duty and cost of 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.

SAMPLE

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

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Welcome Letter – Regional Language

SAMPLE

First Premium Receipt

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Part A **SBI Life – Smart Bachat Policy Document (UIN: 111N108V03)**
Individual, Non-Linked, Participating Life Insurance Savings Product

KEY FEATURES DOCUMENT

Congratulations on your purchase. SBI Life - Smart Bachat (UIN: 111N108V03) **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 document, the terms and conditions of the Policy document shall prevail.

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SBI Life Insurance Company Limited

Registration Number: 111 **Regulated by IRDAI**

POLICY DOCUMENT

SBI LIFE –Smart Bachat

UIN: << 111N108V03 >>

(AN INDIVIDUAL, NON-LINKED, PARTICIPATING LIFE INSURANCE SAVINGS 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 (Between 9.00 am & 9.00 pm)

Policy Preamble

Welcome to your ***SBI Life* – Smart Bachat 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 111N108V03.

The information you have given in your proposal form, your personal statement together with any reports or other documents and declarations submitted by you 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 that 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 – Smart Bachat is an Individual, Non-Linked, Participating Life Insurance Savings Product. 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 a participating insurance product and you are entitled to a share of the profits under this policy based on the actuarial valuation.

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 Agent/ facilitator mentioned below.

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

SAMPLE

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 of the policyholder		
12. Mobile Number of the policyholder	<< Mobile number of the proposer >>	
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	% of Share
15. Name of the Appointee(s)	Relationship with nominee	Age	

Important dates	
16. Date of commencement of policy	<< dd/mm/yyyy >>
17. Date of commencement of risk	<< dd/mm/yyyy >>
18. Policy anniversary date	<< dd/mm>>

SAMPLE

19. Premium due dates	<< >>
20. Due Date of Last Premium	<< dd/mm/yyyy >>
21. Date of maturity of policy	<< dd/mm/yyyy >>

Basic policy information	
22. Option	<<Option A / Option B >>
23. Basic Sum Assured (Rs.)	<< >>
24. Premium frequency	<< Yearly/Half-Yearly/Quarterly/Monthly>>

Base Policy							
Benefit	Sum Assured (Rs.)	Policy Term (Years)	Premium Payment Term (Years)	Installment Premium (Rs.) <<This cell would give premium net of staff rebate, if any>>	Applicable Taxes (Rs.)	Due Date of Last Premium	Date of Maturity / Cover End Date
Base Policy	<< >>	<< >>	<< >>	<< >>	<< >> in the first year	<< dd/mm/yyyy> >	<<dd/mm /yyyy>>
Accidental Death and Total Permanent Disability (AD&TPD) Benefit << to be printed only if Option B is opted >>	<< >>	<< >>	<< >>	<< >>	<< >> in the first year	<< dd/mm/yyyy> >	<<dd/mm /yyyy>>
Total Installment Premium, excluding applicable taxes (Rs.)	<< >> in the first year						
Applicable Taxes (Rs.)	<< >> in the first year						

SAMPLE

Total Installment Premium including Applicable Taxes (Rs.)	<< >> in the first year
Applicable Rate of Tax*	First Year: <<xx.xx%>>
	Second Year 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'.

Applicable clauses

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

Discount applicable as a percentage of tabular premium (applicable across premium paying term)
<<6% >>

>>
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 **********

SAMPLE

Policy Booklet

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Part B

This is your policy booklet containing 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.

Expressions	Meanings
1. Accident	An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means
2. Accidental Death and Total Permanent Disability (AD&TPD) Benefit	is the benefit, available only under Option B, which is payable on death due to accident or on occurrence of Accidental Total and Permanent Disability of the life assured during the policy term.
3. Age	is the age last birthday; i.e., the age in completed years.
4. Age at Entry	is the age last birthday on the date of commencement of your policy.
5. Annualised Premium	means the premium amount payable in a year, chosen by the policyholder excluding the applicable taxes, underwriting extra premiums and loadings for modal premiums, if any.
6. 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.
7. Assignee	is the person to whom the rights and benefits under this policy are transferred by virtue of an assignment under section 38 of the Insurance Act, 1938, as amended from time to time.
8. Base Policy	is that part of your Policy referring to basic benefit.
9. Basic Sum Assured	is the absolute amount of benefit, which is guaranteed to become payable on maturity, provided the policy is in force and is chosen by the policyholder at the inception of the policy
10. 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.
11. Birthday	is the conventional Birthday. If it is on 29th February, it will be considered as falling on the last day of February.
12. Business day	is our working day.
13. Date of Commencement of Policy	is the start date of the policy.
14. Date of Commencement of Risk	is the date from which the insurance cover under the policy commences.
15. Date of Maturity of Policy	is the date on which the term of the policy expires in case the policy is not terminated earlier.
16. Date of Revival	is the date on which the policy benefits are restored at the conclusion of the revival process.
17. 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

SAMPLE

Expressions	Meanings
	the date on which the last requirement for surrender of policy is received.
18. Death benefit	is the benefit which is payable on death of the life assured during the policy term.
19. Endorsement	a change in any of the terms and conditions of your policy, agreed to or issued by us, in writing.
20. 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.
21. Free-look Period	is the period during which the policyholder has the option to return the policy and cancel the contract.
22. Grace Period	means the time granted from the due date for the payment of premium, without any penalty or late fee, during which time the policy is considered to be in- force with the risk cover without any interruption, as per the terms & conditions of the policy.
23. Guaranteed Surrender Value	is the minimum guaranteed amount of Surrender Value of the Policy, if any, payable to the policyholder on the surrender of the Policy.
24. In-force	is the status of the policy when all the due premiums have been paid upto date.
25. Installment premium / Premium	is the contractual amount payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. Applicable taxes and levies if any, are also payable in addition.
26. Instrument	cheque, demand draft, pay order etc.
27. Insurance Cover	means coverage for Insured Event. On occurrence of the insured event, the contingent benefits are payable to the Policyholder or Nominee or legal heir, as the case may be, and the insurance cover will cease thereafter.
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, insurance cover and other benefits are granted under the policy.
31. Limited Premium	is the Installment Premium payable over the Premium Payment Term at the chosen Premium Frequency.
32. Maturity Benefit	is the benefit payable on maturity of the policy.
33. Minor	is a person who has not completed 18 years of age. Under this policy, in case the life assured is a minor, the policy shall automatically vest in the name of the life assured on the date the life assured attains majority and the life assured shall automatically become the policyholder.
34. 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, during the term of the policy if such nomination is not disputed.
35. Our, Us, We	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 IRDAI is 111.

SAMPLE

Expressions	Meanings
36. Participating	means that your policy would be entitled for a share of the profits emerging from our 'participating life insurance business' and would be paid as bonus.
37. Paid-up	is the status of the policy if premiums have been paid for at least first 2 full policy year's and thereafter premiums are not paid within the grace period.
38. Paid-up sum assured	is equal to basic sum assured multiplied by the number of installment premiums paid divided by total number of installment premiums payable under your policy, if your policy is in paid-up status..
39. Participating	means that your policy would be entitled for a share of the profits emerging from our 'participating life insurance business' and would be paid as bonus.
40. Policyholder	is the owner of the policy and is referred to as the proposer in the proposal form. The policyholder need not necessarily be the same person as the life assured.
41. 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.
42. Policy Document	means the policy schedule, policy booklet, 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.
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 Schedule	is the document that sets out the details of your policy.
45. Policy Term	is the period commencing with the Date of Commencement of the Policy and terminating with the Date of Maturity, as the case may be, during which the contractual benefits are payable
46. 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.
47. Premium Due Date	is the due dates on which the installment premiums are payable periodically as indicated in the Policy Schedule, during the Premium Payment Term. 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.
48. Premium Frequency	is the periodicity at which the installments are payable under the policy; the premium frequency can be either of Yearly, Half-yearly, Quarterly or Monthly.
49. Premium Payment Term (PPT)	is the period, in years, over which premiums are payable.
50. Revival	means restoration of the policy, which was discontinued due to the non-payment of premium, with all the benefits mentioned in the policy document, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured or policyholder on the basis of the information, documents and reports furnished by the policyholder, in

SAMPLE

Expressions	Meanings
	accordance with Board approved Underwriting policy.
51. Revival period	is a period of 5 consecutive years from the due date of first unpaid premium
52. Simple Reversionary Bonus or Vested Reversionary Bonus	is the amount that is expressed as a percentage of basic sum assured under the policy. It is declared at the end of each financial year based on statutory valuation. This bonus is paid at the time of payment of either death claim or maturity claim. In case of surrender of the policy, only the surrender value of this bonus is payable provided the policy is eligible for surrender value
53. Surrender	is the complete withdrawal or termination of the entire policy.
54. Surrender Value	is the amount , if any, that becomes payable in case of Surrender of the policy, in accordance with the terms and conditions of the policy.
55. Terminal Bonus	is an amount, if any, which is paid over and above the simple reversionary bonus when the policy terminates, provided such a terminal bonus is declared by us and the policy is eligible for such terminal bonus.
56. Total Premiums paid / received	is the total of all the premiums paid/received, excluding any extra premiums and applicable taxes.
57. Underwriting	- is the process of classification of lives into appropriate homogeneous groups based on the risks covered. - based on underwriting, a decision is taken on whether a risk cover can be granted and if so at what rates of premium and under what terms.
58. Vested Bonus	is Simple Reversionary Bonus which has been declared and remains attached to the Policy.
59. You, Your	is the person named as the Policyholder.

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

2. Abbreviations

Abbreviation	Stands for
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
UIN	Unique Identification Number (allotted by IRDAI for this product)
GSV	Guaranteed Surrender Value
SSV	Special Surrender Value
PUV	Paid-Up Value

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

SAMPLE

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 Simple Reversionary Bonus and Terminal Bonus, if any.

3.1.2. We will declare the 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 will be attached to your policy. We may also pay the terminal bonus, if any, based on our experience at the time of payment of death claim or maturity claim or surrender value, as the case may be, provided such terminal bonus is declared under the policy.

3.1.4. The Bonuses will be paid only at the time of termination of the policy, that is, at the time of settlement of death claim or surrender value or maturity claim as the case may be. In case you are not entitled to any benefits under the policy as per the terms and conditions of the policy, you are not entitled to the payment of bonus as well.

3.1.5. In case of surrender of the policy only the surrender value of the reversionary bonus, if any, shall become payable provided you are eligible for surrender value under the policy.

3.1.6. In case you do not pay the premiums when due, your Policy will cease to participate in profits.

3.2. **Death Benefit**

3.2.1. If your Policy is in-force as on the date of death, we will pay higher of the following benefits on death of the life assured irrespective of the option selected:

3.2.1.1. Sum assured on death plus Vested Simple Reversionary Bonuses plus Terminal bonus, if any.

- Where Sum assured on death is higher of the Basic Sum Assured OR 10 times of annualised premium

OR

3.2.1.2. 105% of the total premiums received upto the date of death

3.2.2. If your Policy is not in-force but has acquired paid-up status, we will pay the paid-up value., if death occurs during the policy term.

3.2.2.1. Then the Paid-up Sum assured on death along with vested simple reversionary bonuses and terminal bonus, if any, called as the Paid-up Value on death, is payable immediately to nominee/legal heir/ beneficiary.

- Where paid-up sum assured on death is sum assured on death multiplied by number of installment premiums paid divided by total number of installment premiums payable under your policy.

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

3.2.4. **If you have opted for Option B, then the following will be payable**:

3.2.4.1. If your Policy is in-force, then in case of death of the life assured due to an accident

3.2.4.1.1. Death Benefit as mentioned in 3.2 above plus

3.2.4.1.2. AD&TPD Benefit which is an additional amount equivalent to the Basic Sum Assured

SAMPLE

3.2.4.2 If your policy is in-force, then in case of Total and Permanent Disability due to accident

3.2.4.2.1. AD&TPD Benefit is paid in lump sum, which is an additional amount equivalent to the Basic Sum Assured and

3.2.4.2.2. The base policy will continue till the death of the life assured or till the date of surrender of the policy or till the date of maturity, whichever is earlier and there is no need to pay any further premiums under the policy.

3.2.4.2.3. The AD & TPD benefit is payable only once during the policy term, either on accidental death or on accidental total permanent disability.

3.3. Maturity Benefit

3.3.1. If your policy is in-force and the Life assured survives till the end of the policy term, we will pay:
Basic Sum assured along with the vested simple reversionary bonuses and terminal bonus, if any.

3.3.2. If your policy is not in-force but has acquired paid-up status and the Life assured survives till the end of the policy term, we will pay paid–up value on maturity, which is paid-up sum assured plus vested simple reversionary bonuses as on the date the policy has become paid-up policy and terminal bonus, if any.

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

4. Premiums

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

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

4.3 In addition to the premium, you are liable to pay the Applicable Taxes and/or any other statutory levy/duty/surcharge, on the premiums paid, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws.

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 your Policy is in force and it results in to death claim, the balance of premiums, if any, till the next Policy anniversary, as on the date of death 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 for the requested premium frequency

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

4.8.3 Premium rates/ tables applicable for the changed premium frequency will be the same as the premium rates/ tables applicable on the date of commencement of policy

4.8.4 The installment premium may change depending upon the frequency chosen.

4.9 If we pay your claim under AD&TPD benefit (only under Option B), you need not pay further premiums under the policy.

SAMPLE

5. Grace Period

5.1. 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.
5.2. You have a grace period of 15 days for monthly frequency.
5.3. Your policy will be treated as in-force during the grace period.
5.4. If you do not pay your due premiums before the end of grace period, your policy lapses or becomes paid-up, as the case may be.

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 at least first 2 full policy years' premiums.

6.1.2. 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

6.1.3. Paid-up value on maturity (PUV) will be payable on the Maturity date, if the life assured survives till the end of the policy term.

6.1.4. We will not attach any further reversionary bonuses from the date your policy has become paid-up.

6.1.5. You may terminate your paid-up policy before maturity by surrendering the policy for surrender value.

6.1.6. If your policy has not acquired any paid up value and is in lapsed status, we will not be liable to pay you any amount either on death or surrender or on maturity.

6.1.7. Under Option B, the AD&TPD Benefit shall also be reduced to a sum called Paid-up AD&TPD benefit and shall be equal to {AD&TPD Benefit * (No. of premiums paid/Total no. of premiums payable)}

- In case of death of the life assured due to accident during the policy term, the Paid-up AD&TPD Benefit shall also be payable along with the death benefit .
- In case of Total and permanent disability during the policy term, the Paid-up AD&TPD Benefit shall be paid immediately and the policy shall continue, as paid-up policy only for base cover till surrender, death or maturity, whichever is earlier.

6.2. Surrender Value

6.2.1. You may surrender your in-force or paid-up policy anytime during the policy term. The policy acquires surrender value only if at least first 2 full policy years' premiums have been paid.

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

6.2.1.2 The Guaranteed Surrender Value (GSV) is equal to GSV factors multiplied by the total premiums paid plus surrender value of the vested bonuses, if any.

6.2.1.2.1. The GSV factors for various policy durations are as given below:

Year/Policy Term	***GSV Factors***													
	12	***13***	***14***	***15***	***16***	***17***	***18***	***19***	***20***	***21***	***22***	***23***	***24***	***25***
1	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%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
8	60%	58%	57%	56%	55%	54%	54%	54%	53%	53%	53%	53%	53%	52%
9	70%	66%	64%	62%	60%	59%	58%	58%	56%	56%	56%	56%	55%	54%
10	80%	74%	71%	68%	65%	63%	62%	62%	59%	59%	59%	59%	58%	56%

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11	90%	82%	77%	74%	70%	68%	66%	66%	62%	62%	62%	62%	60%	58%
12	90%	90%	84%	79%	75%	72%	70%	69%	66%	65%	65%	65%	63%	60%
13		90%	90%	85%	80%	77%	74%	73%	69%	68%	68%	68%	65%	63%
14			90%	90%	85%	81%	78%	76%	73%	71%	71%	70%	68%	65%
15				90%	90%	86%	82%	80%	76%	74%	74%	73%	70%	68%
16					90%	90%	86%	83%	80%	77%	77%	75%	73%	70%
17						90%	90%	87%	83%	80%	80%	78%	75%	73%
18							90%	90%	87%	83%	83%	80%	78%	75%
19								90%	90%	87%	85%	83%	80%	78%
20									90%	90%	88%	85%	83%	80%
21										90%	90%	88%	85%	83%
22											90%	90%	88%	85%
23												90%	90%	88%
24													90%	90%
25														90%

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

6.2.1.2.3. The bonus surrender value factors for various terms to maturity are given below:

Years to Maturity	Bonus Surrender Value Factors
0	30.00%
1	27.40%
2	25.03%
3	22.86%
4	20.89%
5	19.09%
6	17.45%
7	15.95%
8	14.59%
9	13.35%
10	12.22%
11	11.18%
12	10.24%
13	9.39%
14	8.61%
15	7.90%
16	7.25%
17	6.67%
18	6.13%
19	5.65%
20	5.21%

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21	4.81%
22	4.45%
23	4.13%
24	3.83%
25	3.56%

6.2.1.3 The Non-Guaranteed Special Surrender Value (SSV) will be based on an assessment of the asset share progression at different durations of the policy.

6.2.1.3.1. In case of surrender, surrender value of vested bonus will be less than the amount of vested bonus and will depend on the duration of the policy.

6.2.1.3.2. The SSV for a Policy will depend on the Policy term and the duration elapsed at the time of the Surrender.

6.2.1.3.3. We shall declare the SSV factors 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.

6.2.1.4. 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 will lapse or becomes paid up. No benefits are then payable under your policy if your Policy has not acquired paid-up value.

7.2. You can revive your policy during its revival period of 5 consecutive years from the date of the First Unpaid Premium.

7.3. You should write to us during the revival period requesting revival of your policy.

7.4. You have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra premium based on underwriting.

7.5. We may accept or reject your revival request. We will inform you about the same.

7.6. 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

7.7. The interest will be charged at a rate declared by us from time to time and any revision in the basis of interest rate calculation will be with the prior approval of IRDAI. 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

7.8. You cannot revive your policy after the expiry of the revival period.

7.9. Revival shall not be effective unless we accept the revival and intimate you the same in writing.

7.10. In case of Option B, AD&TPD Benefit will be automatically revived, if the base policy is revived. You cannot revive only the basic policy in isolation.

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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
- 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 may 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 not the life assured, we will pay you or your legal heir

8.1.6.2. you are the life assured, we will pay

8.1.6.2.1. the nominee, if the nominee is not a minor

8.2.6.2.2 the appointee, if the nominee is a minor

8.2.6.2.3. your legal heir, if nomination is not valid.

8.1.7. We may ask for additional information related to the claim.

8.1.7.1. You can claim death benefit only once under this plan.

8.1.8. If there is any dispute about the title under the policy, the benefits shall be paid only to the legal heir/s as certified by a court of competent jurisdiction.

8.1.9. For any claim related assistance, call us at our Claims Helpline on Toll free Number - 18002679090

8.2. Maturity Claim

8.2.1. You will be required to submit the original policy document, the discharge form and KYC documents to any of our offices, along with your bank account details.

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

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

8.3. Accidental Total and Permanent Disability Claim

8.3.1. You should intimate to us the occurrence, nature and date of disability

8.3.2. We will require the following documents

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

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

8.3.4. If the policy is not assigned, we will pay you or your legal heir

8.4. Surrender

8.4.1. We will require the original policy document and discharge form to process the surrender request.

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

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

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8.4.3.1. you
8.4.3.2. 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.

8.4.4. We will pay the applicable death claim, if the death claim is found admissible, to your legal heir, in case of death of life assured subsequent to the date of request for surrender but before payment of surrender value.

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 of the policy 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 automatically if you fail to pay any renewal premium before the expiry of the grace period, provided the policy hasn't acquired paid up value.

10. General Terms

10.1. Free look Period

10.1.1. If you have purchased the policy through distance marketing and 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 along with a letter stating the reasons for cancellation.
10.1.2. If you have purchased the policy through any channel mode other than distance marketing and 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 along with a letter stating the reasons for cancellation.
10.1.3. We will then refund the premium paid after deducting the stamp duty, medical expenses, incurred, if any and applicable tax and/or any other statutory levies/duty/surcharges.
10.1.4. The proportionate risk premium along with the applicable tax and/or any other statutory levies/duty/surcharges, for the period of cover will be deducted
10.1.5. You cannot revive or restore your policy once you have returned your policy.

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 the date of revival of 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. In case of suicide within 12 months from the date of revival of the policy, we will pay either 80% of the total premiums paid till the date of death or the surrender value (if any), whichever is higher and the contract would cease.

10.3. Accidental Death and Total Permanent Disability (AD&TPD) Benefit

10.3.1. This benefit is in-built and offered under Option B only. In case of Accidental death of the life assured during the policy term, the AD&TPD benefit would be payable along with the death benefit mentioned above and the policy would terminate.
10.3.2. In case of Accidental Total and Permanent Disability of the life assured, during the policy term, the AD&TPD benefit would be payable to the policyholder in lump sum and the policy would continue till death, surrender or maturity, whichever is earlier. There is no need to pay Future premiums.

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10.3.3. 'Accidental Total and Permanent Disability' is the condition in which the life assured becomes incapacitated and as a result, is not able to earn an income from any work, occupation or profession for the rest of his/her life. Disability must be due to Accident, occurring independently of any other causes and physically examined or verified and certified by an independent medical practitioner. The permanence of the disability should be established within 6 months following the date of the event causing the disability. In other words, the admissibility or otherwise of disability claim will have to be ascertained within 6 months following the date of occurrence of the event.

10.3.4. Total and permanent disability also includes the loss of both arms or both legs, or one arm and one leg, or of both eyes. Loss of arms or legs means dismemberment by amputation of the entire hand or foot. Loss of eyes means entire and irrecoverable loss of sight.

10.3.5. This benefit will be paid only once during the policy term, either on accidental death or on accidental total permanent disability.

10.3.6. In case due premiums are not paid within the grace period, this benefit shall lapse along with the base cover.

10.4. AD&TPD Benefit Exclusions and other terms

10.4.1. We will appoint a medical practitioner to examine the life assured in connection with the disability claim. Based on the evidence provided and medical examination carried out, our authorised medical examiners will examine whether the claim is admissible as per the terms and conditions of the Policy. If the claim is found to be inadmissible, we will reject the claim.

10.4.2. In case of accidental death, death of the life assured should have occurred within 120 days of the date of accident.

10.4.3. In case of Accidental Total and permanent disability, the disability should have lasted for at least 180 days without interruption.

10.4.4. Exclusions:

10.4.4.1. Option A has No exclusions other than suicide exclusions, as stated above.

10.4.4.2. Option B: For payment of death benefit, no exclusions other than suicide exclusion, as stated above.

10.4.4.3. We will not pay the AD&TPD Benefit for death or total and permanent disability arising from or due to the consequences of or occurring during the events as specified below is not covered:

10.4.4.3.1. Infection: Death or Disability caused or contributed to by any infection, except infection caused by an external visible wound accidentally sustained

10.4.4.3.2. Drug Abuse: Life Assured under the influence of Alcohol or solvent abuse or use of drugs except under the direction of a registered medical practitioner

10.4.4.3.3. Self-inflicted Injury: Intentional self- Inflicted injury including the injuries arising out of attempted suicide

10.4.4.3.4. Criminal acts: Life Assured involvement in Criminal and/or unlawful acts with unlawful or criminal intent

10.4.4.3.5. 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

10.4.4.3.6. 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.

10.4.4.3.7. Aviation: Life Assured participation in any flying activity, other than as a passenger in a commercially licensed aircraft.

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

10.5. Policy loan

10.5.1. You may apply for a loan against your Policy if your policy has acquired the Surrender Value.

10.5.2. Policy loan will not exceed 90% of the Surrender Value.

10.5.3. The rate of interest to be charged on the loan will be declared by the Company from time to time. The interest rate applicable for policy loan for the financial year 2019-20 is 9% compounded half-yearly.

10.5.4. Your policy will be assigned to us and the assignment shall be in force till the entire loan with the interest thereon is repaid.

10.5.5. 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.

10.5.6. Interest shall accrue on the outstanding policy loan at a rate which shall be determined by the Company from time to time.

10.5.7. 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 paid up policy:

10.5.7.1. your Policy will be foreclosed automatically; we will inform you beforehand if the policy is to be terminated

10.5.7.2. we will pay the residual value of the policy, if any;

10.5.7.3. the contract of insurance will stand terminated and all the benefits under the policy shall automatically cease.

10.5.8. 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.

10.5.9. The policies that are in-force will not be terminated in case of outstanding loan exceeding surrender value.

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Part E

11. Charges

11.1. Charges

This being a non-linked insurance 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 effecting 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 IRDAI 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 in Annexure – (I) for reference]

12.3. Non-disclosure

12.3.1. We have issued your policy based on the statements in your proposal form, personal statement, medical reports and any other documents.

12.3.2. If we find that any of this information is inaccurate or false or you have withheld any material information, we shall declare your policy null and void but subject to section 45 of the Insurance Act, 1938, as amended from time to time.

12.3.3. We will pay the amount payable as per section 45 of the Insurance Act, 1938, as amended from time to time, if any, as on the date of repudiation of your claim.

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

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12.4. Misstatement of Age

12.4.1. If we find that the correct age of the life assured is different from that mentioned in the proposal form, we will check the insured's eligibility for the life cover as on the date of commencement.

12.4.2. If eligible,

12.4.2.1. If the correct age is found to be higher, you have to pay the difference in premiums along with interest.

12.4.2.2. We will terminate your policy by paying the surrender value, if any, if you do not pay the difference in premiums and applicable interest.

12.4.2.3. If the correct age is found to be lower, we will refund the difference in premiums without any interest.

12.4.3. If not eligible,

12.4.3.1. We will terminate your policy.

12.4.3.2. We will pay you the surrender value, if any.

12.5. Taxation

12.5.1. 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 premium and/or other charges (if any) as per the product feature.

12.5.2. 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 visit our website for further details. Please consult your tax advisor for details.

12.5.3. We shall deduct income tax at source (TDS) on payments made under the policy as per the applicable income tax laws in India.

12.6. Date formats

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

12.7. Electronic transactions

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

12.8. Communications

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

12.8.2. 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.

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

12.8.4. 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,
Head – Client Relationship
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

12.8.5. It is important that you keep us informed of your change in address and any other communication details.

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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 (9 am to 9 pm) and these timings are subject to change.

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

SBI Life Insurance Company Limited
Head – Client Relationship,
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: info@sbilife.co.in

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

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

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

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

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

13.1.8. The postal address of IRDAI for communication for complaints by paper is as follows: Consumer Affairs Department, Insurance Regulatory and Development Authority of India, SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad – 500 032. \

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14. Relevant Statutes

14.1. Governing laws and jurisdiction

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

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

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer

Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be liable for 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

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 InsuranceRegulatory 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 inconformity 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 thepolicy contract, in so far as they relate to issues mentioned at clauses (a) to (f)
2. The Ombudsman shall act as counsellor and mediator relating to matters specified in sub-rule (1) providedthere 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 conflictof interest.
4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or disputerelating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint ordispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Rule 14.

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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.



List of Ombudsman_02.04.1

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.

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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 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

SAMPLE

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, 2015shall 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 Ordinance Gazette Notification for complete and accurate details.]

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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 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.

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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.

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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 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 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.

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06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

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

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

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

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