

**Part A**

**SBI Life - Smart Shield (UIN:111N067V08)**

An individual, Non linked, Non participating, Life Insurance, Pure Risk Product

**Part A**

*WELCOME LETTER*

Date: <<dd/mm/yyyy>>

To,

<<>>

<<>>

<<>>

<<>>

<<>>

Contact Details: <<>>

Customer No.	:	<<>>
Policy No.	:	<<>>
Product Name	:	<<SBI Life-Smart Shield >>
UIN	:	<<111N067V08>>

**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 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 has been made under Policy, We will refund the Premium paid after deducting proportionate risk Premium for the period of cover, the stamp duty paid and medical expenses, if any incurred by Us, on the medical examination of the Life Assured, irrespective of the reasons mentioned.

This request for cancellation of the Policy must be sent to Us within the Free Look Period of 30 days from the receipt of the Policy Document.

**Please note that You have opted for <<Single/Regular>> Premium Payment Term Policy. <<The Premium due dates are: <<dd/ mm of every year / <<dd of each month >>>> during the 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 Intermediary/Agent is << 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 as a part of the Policy Booklet:
  - 4.1 Policy Document including Customer Information Sheet
  - 4.2 First Premium Receipt.
  - 4.3 Copy of proposal form signed by You.
  - 4.4 Copy of other documents as follows:

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<b>Particulars</b>	<b>Documents Received</b>
Consent & Revised Benefit Illustration	
Medical Reports	

5. In case of any clarification / discrepancy, call Us on Our toll free customer service helpline **18002679090**, Helpline for NRI Customers: +91-022 6928 9090 or email Us at [info@sbilife.co.in](mailto:info@sbilife.co.in), also You may visit Us at [www.sbilife.co.in](http://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](http://www.sbilife.co.in). This can be viewed in a secure manner through one-time password. Please visit Our website for details.

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

We always look forward to being 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.**

Welcome Letter – Regional Language

SAMPLE

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***First Premium Receipt***

SAMPLE

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**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 Number	Clause
1.	Name of the Insurance Product and Unique Identification Number (UIN)	SBI Life – Smart Shield (UIN:111N067V08)		Part A, Welcome Letter
2.	Policy Number	<< as allotted by system >>		Policy Schedule
3.	Type of Insurance Policy	SBI Life – Smart Shield is an Individual, Non - Linked, Non-Participating, Life Insurance, Pure Risk Product		Cover Page
4.	Basic Policy Details	<ul style="list-style-type: none"> <li>Benefit Option chosen: &lt;&lt;as allotted by system&gt;&gt;</li> <li>Premium Payment Term: &lt;&lt; as allotted by system &gt;&gt;</li> <li>Policy Term: &lt;&lt; as allotted by system&gt;&gt;</li> <li>Installment Premium: &lt;&lt; as allotted by system &gt;&gt; (excluding taxes)</li> <li>Mode of Premium Payment: &lt;&lt; as allotted by system yearly, half-yearly, quarterly or monthly &gt;&gt;</li> <li>Initial Sum Assured: &lt;&lt; as allotted by system &gt;&gt;</li> </ul>		Policy Schedule
5.	Policy Coverage/Benefits Payable	<p><b><u>Maturity Benefit:</u></b> There is no maturity benefit payable under this Policy.</p> <p><b><u>Death Benefit:</u></b> In case of death of Life Assured any time during the Policy Term and provided Policy is In-Force. Sum Assured on Death will be payable. The Sum Assured on Death is the highest of the following: A. 10 times the Annualized Premium for Regular Premium Payment Term policies or 1.25 times the Single Premium for Single Premium Payment Term policies, as the case may be or B. 105% of the Total Premiums Paid up to the date of death for Regular Premium Payment Term policies or C. Absolute Amount Assured to be paid on death which is equal to the Effective Sum Assured as on the date of death as specified in the Policy Schedule.</p> <p><b><u>Effective Sum Assured' under the Benefit Options are as follows:</u></b> If the Level Term Assurance Benefit Option is applicable under the Policy as specified in the Policy Schedule, then the Effective Sum Assured on any day is equal to the Initial Sum Assured and would remain level throughout the Policy Term.</p> <p>If the Increasing Term Assurance Benefit Option is applicable under the Policy as specified in the Policy Schedule, then the Effective Sum Assured as on the date of death will be the Initial Sum Assured increased at a simple rate of 5% per annum as per the Effective Sum Assured Schedule given to You as on the Date of Commencement of Policy.</p>		Part C & Part D

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		<p>Annualised premium shall be the premium amount payable in a year, excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.</p> <p>#Total Premiums Paid means total of all the Premiums paid under the base product, excluding any extra Premium and taxes, if collected explicitly.</p> <p><b><u>Surrender Benefits:</u></b>          You may Surrender Your Policy anytime during the Policy Term. If You are paying Regular Premiums, We will not pay any Surrender Value. If You have paid Single Premium, We will pay You the Surrender Value in accordance with the Policy terms and conditions.</p> <p>Please refer Non-forfeiture benefits of the Policy Document.</p>	
6.	Exclusions (events where insurance coverage is not payable), if any.	<p><b>Suicide Exclusion:</b> In case of death of Life Assured due to suicide within 12 months from the Date Of Commencement Of Risk under the Policy or from the Date of Revival of the Policy, as applicable, We will not pay the Death Benefit and the Claimant shall be entitled to at least 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death, whichever is higher, provided the Policy is In-Force. After paying the benefit as stated above, the Policy will be terminated.</p>	Part D Clause 10.2
7.	Grace period	<p>means the time granted by Us from the due date of 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 &amp; conditions of the Policy. The Grace period for payment of the Premium for all types of life insurance Policies shall be 15 days, where the Policyholder pays the Premium on a monthly basis and 30 days in all other cases.</p>	Part C Clause 6
8.	Free-look period	<p>If You disagree with any of the terms and conditions of this Policy or otherwise, You have an option to cancel the Policy stating the reasons for Your objection within 30 days beginning from the date of the receipt of the Policy Document, whether received electronically or otherwise. Upon Your request and if no claim has been made under the Policy, You shall be entitled to refund the Premium paid subject only to a deduction of proportionate risk Premium for the period of cover, the expenses, if any, incurred on the medical examination of the Life Assured and the stamp duty charges.</p>	Part D Clause 10.1
9.	Lapse, Paid-Up and Revival of the Policy	<p><b><u>Lapse</u></b>          Single Premium policies: Not applicable          Regular Premium policies: If You do not pay due Premiums within the Grace period, the Policy shall Lapse.</p> <p><b><u>Paid-Up:</u></b>          Not Applicable</p>	<p>Part D Clause 7.1</p> <p>Part D Clause 7.2</p>

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		<p><b>Revival:</b> If Premiums are not paid within the Grace period and the Policy is not Surrendered, the Policy may be revived for full benefits within the Revival Period of five consecutive complete years from the date of the first unpaid Premium on payment of all overdue Premiums with interest.</p>	Part D Clause 8
10.	Policy Loan, if applicable	Policy Loan is not available under this Policy.	Part D Clause 10.3
11.	Claims/Claims Procedure	<ul style="list-style-type: none"> <li>• Turn Around Time (TAT) for claims settlement and brief procedure: <a href="https://www.sbilife.co.in/en/services">https://www.sbilife.co.in/en/services</a>-&gt;Download 'Turn Around Times' pdf</li> <li>• Toll free no.: 1800 267 9090 (Customer Service Timing:24X7).</li> <li>• NRI Helpline No.: +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) &amp; 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</li> <li>• Link for downloading claim form and list of documents required including bank account details. <a href="https://www.sbilife.co.in/en/services/download-center/claim-forms">https://www.sbilife.co.in/en/services/download-center/claim-forms</a></li> </ul> <p>List of documents required-</p> <ul style="list-style-type: none"> <li>• Policy Document</li> <li>• Valid death certificate from municipal / local authorities</li> <li>• KYC documents of the Claimant</li> <li>• Valid bank account proof of the Claimant</li> <li>• Claimant's statement and claim forms in prescribed formats</li> <li>• Hospital records including discharge summary, etc, wherever applicable</li> <li>• Any other documents including post-mortem report, first information report where applicable</li> <li>• Any other document which SBI Life may call, if found necessary in support of the claim</li> </ul>	Part F Clause 12
12.	Policy Servicing	<ul style="list-style-type: none"> <li>• Turn Around Time (TAT): <a href="https://www.sbilife.co.in/en/services">https://www.sbilife.co.in/en/services</a>-&gt;Download 'Turn Around Times' pdf</li> <li>• Toll free no.: 1800 267 9090 (Customer Service Timing:24X7).</li> <li>• NRI Helpline No.: +91-022 6928 9090 (Customer Service Timing: 24X7)</li> <li>• For any information/ clarification, please contact: Your local SBI Life service branch: &lt;&lt;SBI Life branch address&gt;&gt;</li> <li>• Link for downloading applicable forms and list of documents required including bank account details. Various forms are available on SBI Life Website: <a href="https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms">https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms</a></li> </ul>	Part F Clause 12.14



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13.	Grievances /Complaints	<ul style="list-style-type: none"><li>• Contact details of Grievance Redressal Officer: SBI Life Insurance Company Limited Central Processing Centre 7th Level (D Wing) &amp; 8th Level, Seawoods Grand Central, Tower 2, Plot No R-1, Sector - 40, Seawoods, Nerul Node, Navi Mumbai - 400706 Telephone No. 022-6645 6100 <b>Email - <a href="mailto:hcr@sbilife.co.in">hcr@sbilife.co.in</a></b></li><li>• Link for registering the grievance with the insurer's portal: <a href="https://www.sbilife.co.in/en/grievances">https://www.sbilife.co.in/en/grievances</a></li><li>• Contact details of Ombudsman: <a href="https://cioins.co.in/ombudsman">https://cioins.co.in/ombudsman</a></li></ul>	Part G Clause 13.1
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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 [www.sbilife.co.in](http://www.sbilife.co.in).
- ii. In case of any conflict, the terms and conditions mentioned in the Policy Document shall prevail.

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SAMPLE



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

**POLICY  
DOCUMENT**

## *SBI LIFE* – Smart Shield

*UIN: 111N067V08*

(AN INDIVIDUAL, NON LINKED, NON PARTICIPATING, LIFE  
INSURANCE, PURE RISK 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](http://www.sbilife.co.in) | Email: [info@sbilife.co.in](mailto:info@sbilife.co.in) | CIN: L99999MH2000PLC129113  
Toll Free: 1800 267 9090 (Customer Service timing: 24X7)

**Policy Preamble**

Welcome to Your **SBI Life-Smart Shield** Policy and thank You for preferring **SBI Life Insurance Company Limited** to provide You with insurance solutions. The UIN allotted by IRDAI for this product is 111N067V08.

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

**SBI Life –Smart Shield** is an Individual, Non-linked, Non-participating, Life Insurance, Pure Risk Product and Your Policy shall not have a share in Our profits or surplus.

In return for Your Premiums We will provide benefits as described in the Part C and Part D of the Policy Document. The benefits available under this Policy are subject to the payment of future Premiums as and when due.

The benefits will be paid to the person(s) entitled as set out in the Policy Document, on proof to Our satisfaction, of such benefits having become payable and of the title of the persons claiming the payments.

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

If You require further information, please contact Us or the Intermediary / Agent, as mentioned below.

<< Intermediary / Agent >> Details: <<name>><<code>>  
<<mobile number or landline number if mobile not available>>.

**Part A****SBI Life - Smart Shield (UIN:111N067V08)**

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**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	<b>Life Assured</b>	<b>Policyholder</b>
	<<dd/mm/yyyy>>	<<dd/mm/yyyy>>
8. Age at Entry	<b>Life Assured</b>	<b>Policyholder</b>
9. Gender	<b>Life Assured</b>	<b>Policyholder</b>
	<< Male / Female / Third Gender >>	<< Male / Female / Third Gender >>
10. Mailing Address	<< Address for communication >>	
11. Telephone Number with STD Code		
12. Mobile Number		
13. E-Mail ID of the Policyholder	<< E-Mail ID of the policyholder>>	

**Nomination**

14. Name of the Nominee(s)	Relationship with the Life Assured	Age	Gender	% Share
15. Name of the Appointee(s)	Relationship with Nominee	Age	Gender	

**Part A**

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Important dates	
16. Date of Commencement of Policy	<<dd/mm/yyyy>>
17. Date of Commencement of Risk	<<dd/mm/yyyy>>
18. Policy Anniversary Date	<<dd/mm>>
19. Premium Due Dates	<<>>
20. Due Date of Last Premium	<<dd/mm/yyyy>>
21. Date of expiry of Term	<<dd/mm/yyyy>>

Policy information	
22. Initial Sum Assured (Rs.)	<< at inception >>
23. Benefit Option	<< Level Term Assurance / Increasing Term Assurance >>
24. Premium Frequency	<< Single Premium / Yearly / Half-Yearly / Quarterly / Monthly >>
25. Installment Premium (Rs.)	<<>>
26. Customer Information Sheet Reference Number	[x]

Policy)						
Benefit	Initial Sum Assured (Rs.)	Policy Term (Years)	Premium Payment term (Years)	Installment Premium (Rs.) <<This cell would give premium net of staff discount, if any>>	Due Date of Last Premium	Date of expiry of Term
Policy Details			<< Single / Term >>			<<dd/mm/yyyy>>
<b>Total Installment Premium (Rs.), (excluding Applicable Taxes)</b>						
<b>Applicable Taxes(Rs.)</b>	<<>>					
<b>Applicable rate of Tax*</b>	<<xx.xx%>>					
<b>Total Installment Premium, including Applicable Taxes(Rs.)</b>						

\*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.

**Part A**

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<< To be printed wherever applicable >>

Applicable clauses

<< To be printed only when staff discount is applicable >>

We have provided the following discount to You on Your Premium

Benefits	Discount applicable on the tabular Premium
Policy	<< % >>

**Effective Sum Assured Schedule**

Please refer the Effective Sum Assured Schedule attached herewith for << Increasing Term Assurance >

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.

Policy Booklet

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**Part B****SBI Life - Smart Shield (UIN:111N067V08)**

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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.

<b>Expressions</b>	<b>Meanings</b>
1. Age	is the age last Birthday; i.e., the Age in completed years.
2. Age at Entry	is the Age at last Birthday as on the Date of Commencement of Policy.
3. Annualized Premium	shall be the Premium amount payable in a year excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums.
4. Appointee	is the person who is so named in the proposal form and as stated in the Policy Schedule or subsequently changed by an Endorsement, who has the right to give a valid discharge to the Policy monies in case of the death of the Life Assured during the Policy Term while the Nominee is a Minor.
5. Assignee	is the person to whom the rights and benefits are transferred by virtue of an assignment under Section 38 of the Insurance Act, 1938, as amended from time to time.
6. Policy	is the Smart Shield Policy issued by Us
7. Birthday	is the conventional birthday. If it is on 29th February, it will be considered as falling on the last day of February.
8. Claimant	is You (if You are not the Life Assured), 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. Date of expiry of Term	is the date as stated in the Policy Schedule on which the Policy Term expires if not terminated earlier.
10. Date of Commencement of Policy	is the start date of Your Policy as stated in the Policy Schedule.
11. Date of Commencement of Risk	is the date as stated in the Policy Schedule from which the Insurance Cover under the Policy commences.
12. Date of Revival	is the date on which the Policy benefits are revived/restored at the conclusion of the revival process.
13. Date of Surrender	is the date on which We receive a communication from You requesting for the 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 the Policy is received.
14. Death Benefit	is the benefit payable on death of the Life Assured as stated in the Policy Document.
15. Endorsement	a change in any of the terms and conditions of Your Policy, agreed to or issued by Us, in writing.

**Part B****SBI Life - Smart Shield (UIN:111N067V08)**

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16. Effective Sum Assured	is the benefit as defined under Clause 3 of Part C of the Policy which is payable on the happening of insured event under the Policy per the Policy terms.
17. Free-Look Period	is the period of 30 days from the date of Your receipt of the Policy Document during which You have the option to cancel the Policy, if You are not satisfied with the Policy terms and conditions or otherwise in accordance with the Policy.
18. Grace Period	means the time granted by Us from the Premium Due Date, 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 and conditions of the Policy. The Grace Period for payment of the Premium for all types of life insurance policies shall be 15 days, where the Policyholder pays the Premium on a monthly basis and 30 days in all other cases. This is applicable for Regular Premium Payment Term policies.
19. In-Force	is the status of the Policy when all the due Premiums have been paid upto date.
20. Initial Sum Assured	is the amount guaranteed under the Policy as on the Date of Commencement of Policy and as stated in the Policy Schedule.
21. Installment Premium/Premium	is the contractual amount as stated in the Policy Schedule and payable by You on each Premium Due Date in order to keep the Insurance Cover In Force under the provisions of Your Policy.
22. Insurance Cover	means coverage for insured event. On occurrence of the insured event, the contingent benefits are payable to the Claimant and the Insurance Cover will cease thereafter.
23. Lapse	is the status of the Policy wherein the due Premium is not paid on the due date or before the expiry of Grace Period, as required under the Policy, thereby rendering the Policy unenforceable. This is applicable for Regular Premium Payment Term policies.
24. Legal Heir	means the person(s) legally eligible to receive the insurance benefits under the provisions of the Policy.
25. Life Assured	is the person named in the Policy Schedule on whose life, insurance and other benefits are granted under the Policy.
26. Minor	is a person who has not completed 18 years of Age
27. Nominee	is the person who is named as the Nominee in the proposal form and as stated in the Policy Schedule or subsequently changed by an Endorsement, in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time.
28. Non-Participating	means that Your Policy does not have a share in Our profits.
29. Policy Anniversary	is the same date each year during the Policy Term as the Date of Commencement of Policy. If the date of commencement is on 29th of February, the Policy Anniversary will be the last date of February.
30. 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 riders (if any) issued by Us.
31. Policyholder	is the owner of the Policy as specified in the Policy Schedule and is referred to as the proposer in the proposal form.

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32. Policy Schedule	is the schedule attached to this Policy that sets out the details of Your Policy.
33. Policy Month	is the period from the Date of Commencement of Policy, 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.
34. Policy Term	is the period commencing with the Date of Commencement of Policy and terminating with the Date of Expiry of Term.
35. 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.
36. Premium Due Date	is the date specified in the Policy Schedule on which the Premium becomes due. 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.
37. Premium Frequency	is the period between two consecutive Premium Due Dates for Regular Premium Policy as stated in the Policy Schedule. The Premium Frequencies allowed under the Policy are yearly, half-yearly, quarterly and monthly.
38. Premium Payment Term	is the period, in years, specified in the Policy Schedule during which Premiums are payable. The Premium Payment Terms allowed under the Policy are Single and Regular Premium Payment Term.
39. 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, during the Revival Period, as per the terms and conditions of the Policy, upon the Company being satisfied as to the continued insurability of the Life Assured on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.
40. Revival Period	is a period of 5 consecutive complete years from the date of first unpaid Premium.
41. Single Premium	is the Premium payable at the start of Policy with no obligation to pay further Premiums.
42. Surrender	is complete withdrawal or voluntary termination of the entire Policy.
43. Surrender Value	is the amount, if any, that becomes payable in case of Surrender, in accordance with the terms and conditions of the Policy.
44. Total Premiums Paid	means total of all the Premiums paid under the base product, excluding any extra Premium and taxes, if collected explicitly.
45. 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..
46. We, Us, Our. Company, Insurer	SBI Life Insurance Company Limited or its successors and/or assigns. We are regulated by the Insurance Regulatory and Development Authority (IRDAI). The registration number allotted by the IRDAI is 111.
47. You, Your	is the person named as the Policyholder in the Policy Schedule.

The above definitions are provided only for the purpose of proper comprehension of the terms and phrase used in the Policy Document. The actual benefits under the Policy are payable strictly as per the terms and conditions of the Policy only.

**Part B****SBI Life - Smart Shield (UIN:111N067V08)**

An individual, Non linked, Non participating Life Insurance Pure Risk Product

**2. Abbreviations**

<b>Abbreviation</b>	<b>Stands for</b>
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
UIN	Unique Identification Number (allotted by IRDAI for this product)
SP	Single Premium
PPT	Premium Payment Term
KYC	Know Your Customer

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

## Part C

## 3. Effective Sum Assured

The '**Effective Sum Assured**' under the Policy depends on the Benefit Option applicable under the Policy as specified in the Policy Schedule. We define '**Effective Sum Assured**' under the Benefit Options as follows:

- 3.1. If the Level Term Assurance Benefit Option is applicable under the Policy as specified in the Policy Schedule, then the Effective Sum Assured on any day is equal to the Initial Sum Assured and would remain level throughout the Policy Term.
- 3.2. If the Increasing Term Assurance Benefit Option is applicable under the Policy as specified in the Policy Schedule, then the Effective Sum Assured as on the date of death will be the Initial Sum Assured increased at a simple rate of 5% per annum as per the Effective Sum Assured Schedule given to You as on the Date of Commencement of Policy.

**Effective Sum Assured** = **Initial Sum Assured** × (1 + 5% × n) where, n = number of completed Policy Years on that date of death.

## 4. Policy Benefits

## 4.1. Death Benefit

- 4.1.1. If the Policy is In-Force on the date of death and if the claim is found admissible and payable We will pay the "Sum Assured on Death" on the death of the Life Assured depending on the type of the Benefit Option applicable under the Policy as specified in the Policy Schedule.
- 4.1.2. The Sum Assured on Death is the highest of the following:
  - 4.1.2.1 10 times the Annualized Premium for Regular Premium Payment Term policies or 1.25 times the Single Premium for Single Premium Payment Term policies, as the case may be or
  - 4.1.2.2 105% of the Total Premiums Paid up to the date of death for Regular Premium Payment Term policies or
  - 4.1.2.3 Absolute Amount Assured to be paid on death which is equal to the Effective Sum Assured as on the date of death as specified in the Policy Schedule.

## 4.2. Survival Benefit

- 4.2.1. There is no survival benefit under Your Policy.

## 4.3. Maturity Benefit

- 4.3.1. There is no benefit payable on the Date of Expiry of Term under Your Policy.

## 5. Premiums

- 5.1. You have to pay the Premiums in full on or before the Premium Due Dates or within the Grace period.
- 5.2. 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 Central Government / State Government / Union Territories of India from time to time, as per the applicable tax laws .
- 5.3. The Premium should always be paid in advance..

**Part C**

**SBI Life - Smart Shield (UIN:111N067V08)**

An individual, Non linked, Non participating Life Insurance Pure Risk Product

- 5.4. The Premium Frequency can be changed only on a Policy Anniversary by sending a written request at least one month in advance. Change in Premium Frequency is subject to:
  - 5.4.1. Minimum Premium requirement for the requested Premium Frequency
  - 5.4.2. Availability of the requested Premium Frequency on the day of change in Premium Frequency
  - 5.4.3. 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.
- 5.5. 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.
- 5.6. 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.

**6. Grace Period**

- 6.1. You can pay Your Premiums within a Grace period of 30 days from the Premium Due Dates for yearly, half-yearly and quarterly Premium Frequencies.
- 6.2. You have a Grace period of 15 days for monthly Premium Frequency.
- 6.3. Your Policy will be treated as In-Force during the Grace period In case of death of the Life Assured during the Grace Period, 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.
- 6.4. You may revive Your Policy during the Revival Period.

Part D

7. Non-forfeiture Benefits

7.1. Lapse

- 7.1.1. For Single Premium Payment Term policies: Not applicable.
- 7.1.2. For Regular Premium Payment Term policies: If You do not pay due Premiums within the Grace Period, then Policy will Lapse immediately and automatically on the expiry of the Grace Period.

7.2. Paid-up Value

- 7.2.1. There is no paid – up value available under Your Policy.

7.3. Surrender Value

- 7.3.1. You may Surrender Your Policy anytime during the Policy Term.
- 7.3.2. If You are paying Regular Premiums, We will not pay any Surrender Value.
- 7.3.3. If You have paid Single Premium, We will pay You the Surrender Value.
- 7.3.4. The Surrender Value payable would be based on the Benefit Option applicable to the Policy as specified in the Policy Schedule and is calculated as:  $\text{Single Premium} \times \text{Factor 1} \times \text{Factor 2} \times \text{Factor 3}$ , where, the factors will take values according to the following table.

Benefit Option	Factor 1	Factor 2	Factor 3
Level Term Assurance	75%	Outstanding term / Policy Term	1
Increasing Term Assurance	80%	Outstanding term / Policy Term	{Average of Effective Sum Assured at Surrender and Effective Sum Assured at Date of Expiry of Term} / {Average of Initial Sum Assured and Effective Sum Assured at Date of Expiry of Term}

- 7.3.5. Outstanding term will be calculated as: Policy Term, in months less completed months as on the date of receipt of Surrender request.
- 7.3.6. We will not pay any Death Benefit after the payment of Surrender Value, if any.

8. Revival

- 8.1. You can revive Your Policy during the Revival Period of 5 consecutive complete years from the date of the first unpaid Premium
- 8.2. You should write to Us during the Revival Period requesting for Revival of Your Policy.
- 8.3. You have to submit good health declaration or answer the required health related questions or undergo medicals to prove the continued insurability of the Life Assured as well as the proof of continued insurability of the Life Assured and satisfy other underwriting requirements, if any. If required, We may charge extra Premium based on Company’s Board approved Underwriting policy. .
- 8.4. We may accept or reject Your Revival request and will inform You about the same.
- 8.5. Revival will be subject to Our Board approved Underwriting Policy.
- 8.6. You have to pay all due Premiums, not paid during the Revival Period, till the Date of Revival along with interest. The due Premiums would include Installment Premium, and any extra Premiums if any.



**Part D**

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- 8.7. The interest rate will be charged at a rate declared by Us from time to time. The company policy currently is based on the nominal interest rate per annum and is 250 basis points greater than the benchmark yield of RBI 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 2024 is 6.50%. Any change in basis for determining interest rate for Revival shall be made subject to prior approval of the Authority. You cannot revive Your Policy after the expiry of the Revival Period or the Date of Expiry of Term, whichever is earlier.
- 8.8. Revival shall not be effective unless We accept the Revival and intimate You the same in writing.
- 8.9. Once the Revival is accepted and effected, Your Policy shall be eligible for all the benefits as applicable for an In-Force Policy.

**9. Termination**

**9.1. Termination of Your Policy**

**9.1.1. Your Policy will terminate on the earliest of the following:**

- 9.1.1.1 on the death of the Life Assured; or
- 9.1.1.2 on the Date of Expiry of Term; or
- 9.1.1.3 on the Date of Surrender for regular Premium and Payment of Surrender Value For Single Premium Policies; or
- 9.1.1.4 on Your Policy being in a Lapsed status and after expiry of the Revival Period; or
- 9.1.1.5 However, death cover will terminate on non-payment of due Premium before the expiry of the Grace period.
- 9.1.1.6 on the payment of free-look cancellation amount

**10. General Terms**

**10.1. Free Look Period**

- 10.1.1. You have a Free Look Period of 30 days beginning from the date of the receipt of the Policy Document, whether received electronically or otherwise, to review the Policy terms and conditions.
- 10.1.2. If You disagree with any Policy terms and conditions, or otherwise, You have an option to cancel the Policy within the Free Look Period by sending a request in writing to Us, stating the reasons for the same.
- 10.1.3. Upon Your request and if no claim has been made under the Policy, You shall be entitled to a refund of the Premium paid subject only to a deduction of proportionate risk Premium for the period of cover, the expenses, if any, incurred on the medical examination of the Life Assured and the stamp duty charges, irrespective of the reasons mentioned.
- 10.1.4. You cannot revive or restore Your Policy once You have cancelled Your Policy during the Free Look Period.

**10.2. Suicide Exclusion**

- 10.2.1. In case of death due to suicide, within 12 months from the Date Of Commencement Of Risk under the Policy or from the Date of Revival of the Policy, as applicable, We will not pay the Death Benefit and the Claimant shall be entitled to 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death, whichever is higher, provided the Policy is In-Force.
- 10.2.2. After paying the benefit as stated above, the Policy will be terminated.

**10.3. Policy Loan**

- 10.3.1. Your Policy is not eligible for any loans

**Part E**

**SBI Life - Smart Shield (UIN:111N067V08)**

An individual, Non linked, Non participating, Life Insurance, Pure Risk Product

**Part E**

**11. Charges**

**11.1. Charges**

11.1.1. Being a non linked insurance product, there are no charges under this Policy.

## Part F

## 12.General Terms - Miscellaneous

## 12.1. Death Claim

- 12.1.1. On the death of the Life Assured, Claimant 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.
- 12.1.2. We will require the following documents to process the claim:
- 12.1.2.1 Policy Document
  - 12.1.2.2 Valid death certificate from municipal / local authorities
  - 12.1.2.3 KYC documents of the Claimant
  - 12.1.2.4 Valid bank account proof of the Claimant
  - 12.1.2.5 Claimant's statement and claim forms in prescribed formats
  - 12.1.2.6 Hospital records including discharge summary etc. wherever applicable
  - 12.1.2.7 Any other documents including post-mortem report, First Information Report where applicable
- 12.1.3. 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.
- 12.1.4. We will pay the claim, if found admissible
- 12.1.4.1 To the Assignee, if the Policy is assigned.
  - 12.1.4.2 If the Policy is not assigned, and
    - 12.1.4.2.1 You are not the Life Assured, We will pay You or Your Legal Heir
    - 12.1.4.2.2 You are the Life Assured, We will pay
      - 12.1.4.2.2.1 the Nominee, if the Nominee is not a Minor
      - 12.1.4.2.2.2 the Appointee, if the Nominee is a Minor
      - 12.1.4.2.2.3 Your Legal Heir as certified by a court of competent jurisdiction, if there is no nomination or if nomination is not valid or challenged.
- 12.1.5. We may ask for additional information related to the claim
- 12.1.6. You can claim only once under this Policy.
- 12.1.7. If there is any dispute about the title under the Policy, the benefits shall be paid only to the person as certified by a court of competent jurisdiction
- 12.1.8. For any claim related assistance, call Us at Our Claims Helpline on Toll free Number – 18002679090 (Customer Service timing: 24X7) or NRI Helpline No.: +91-022 6928 9090 (Customer Service Timing: 24X7).

## 12.2. Survival Claim

- 12.2.1. There is no survival benefit under Your Policy.

## 12.3. Maturity Claim

- 12.3.1. There is no maturity benefit under Your Policy.

## 12.4. Surrender Claim

- 12.4.1. We will require the Policy Document and discharge form to process the Surrender claim.
- 12.4.2. If the Policy is assigned, We will pay the Assignee, the Surrender Value.

- 12.4.3. If the Policy is not assigned, We will pay the Surrender Value to
  - 12.4.3.1 You
  - 12.4.3.2 Your Legal Heir, in case of death of Life Assured subsequent to the Date of Surrender of the Policy but before payment of Surrender Value.
- 12.4.4. 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:
  - 12.4.4.1 Policy Document,
  - 12.4.4.2 KYC documents (Photo ID and Address Proof)
  - 12.4.4.3 Bank account details (bank statement/cancelled cheque)
  - 12.4.4.4 Discharge Form.
- 12.4.5. The above-mentioned documents in case of an assigned Policy will be required from Assignee.
- 12.4.6. You may submit the documents by visiting any of Your nearest SBI Life offices.

**12.5. Nomination**

- 12.5.1. 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.
- 12.5.2. 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.
- 12.5.3. You may cancel or change the existing nomination. If You wish to change any Nominee specified in the Policy Schedule, You must send a written request to Us and give Us complete details in relation to the new Nominee proposed.
- 12.5.4. 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 the Insurance Act, 1938.
- 12.5.5. Your nomination should be registered in Our records so as to make it binding on Us.
- 12.5.6. 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]

**12.6. Assignment**

- 12.6.1. You may assign the Policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time
- 12.6.2. 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.
- 12.6.3. You may refer a claim to the Insurance Regulatory and Development Authority of India within 30 days of receipt of Our communication intimating You about Our declining to act upon the transfer or assignment of Your Policy.
- 12.6.4. You may assign Your Policy wholly or in part.
- 12.6.5. You may assign Your Policy either absolutely or conditionally, and at any point of time there can be only one assignment under Your Policy.
- 12.6.6. The assignment or reassignment of Your Policy should be registered with Us so as to make it binding on Us.
- 12.6.7. 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]

**12.7. Non – Disclosure**

- 12.7.1. 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.
- 12.7.2. 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]

**12.8. Misstatement of Age**

- 12.8.1. If We find that the correct Age of the Life Assured is different from that mentioned in the proposal form, We will check the insured's eligibility for the life cover as on the Date of Commencement of Policy .
- 12.8.2. If eligible,
  - 12.8.2.1 If the correct Age is found to be higher, We will revise the benefits (as applicable).
  - 12.8.2.2 We will terminate Your Policy by paying Surrender Value, if You disagree with the revised benefits.
  - 12.8.2.3 If the correct Age is found to be lower, We will revise the benefits (as applicable).
- 12.8.3. If not eligible,
  - 12.8.3.1 We will terminate Your Policy as per the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.
  - 12.8.3.2 We will pay You the Total Premiums Paid without interest and after deducting all expenses like medical expenses, stamp duty, proportionate risk Premium along with applicable taxes, cesses and levies, etc., incurred by Us under the Policy.
- 12.8.4. Misstatement of Age is subject to the provisions of Section 45 of the Insurance Act, 1938, as amended from time to time

**12.9. Taxation**

- 12.9.1. You are liable to pay the applicable taxes and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on basic Premium, and/or other charges (if any) as per the product feature.
- 12.9.2. 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 are advised to consult Your tax advisor for details.
- 12.9.3. We shall deduct income tax at source (TDS) on payments made under the Policy as per the applicable income tax laws in India

**12.10. Date formats**

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

**12.11. Electronic transactions**

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

**12.12. Communications**

- 12.12.1. We will communicate to You in writing and deliver the communication by hand, or by post, or by facsimile, or by e-mail or any other approved mode.

- 12.12.2. 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.
- 12.12.3. You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 12.12.4. Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre at the address below:  
SBI Life Insurance Company Limited,  
Central Processing Centre,  
7th Level (D Wing) & 8th Level,  
Seawoods Grand Central  
Tower 2, Plot No R-1, Sector-40,  
Seawoods, Nerul Node, Dist. Thane,  
Navi Mumbai-400 706  
Telephone No.: + 91 - 22 - 6645 6785  
E-mail: [info@sbilife.co.in](mailto:info@sbilife.co.in)
- 12.12.5. It is important that You keep Us informed of Your change in address and any other communication details.

**12.13. Issuance of Duplicate Physical Copy of Your Policy**

- 12.13.1. If You wish to obtain a physical copy of Your Policy, then You can send an application for the physical copy of Policy.
- 12.13.2. 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.

**12.14. Policy Servicing**

- 12.14.1. We endeavour 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](mailto:info@sbilife.co.in).
- 12.14.2. Turn Around Time (TAT) for various services can be downloaded from: <https://www.sbilife.co.in/en/services>.
- 12.14.3. 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>.
- 12.14.4. You can also give feedback on the services provided by Us at [info@sbilife.co.in](mailto:info@sbilife.co.in)

## 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 (Customer Service timing: 24X7) or NRI Helpline Number.: +91-022 6928 9090 (Customer Service Timing: 24X7) and these timings are subject to change.
- 13.1.3. You can also send an email to Us on [info@sbilife.co.in](mailto:info@sbilife.co.in).
- 13.1.4. If You are not satisfied with Our decision or have not received any response within 15 business 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](mailto:hcr@sbilife.co.in)
- 13.1.5. 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”.
- 13.1.6. 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  
3<sup>rd</sup> 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](mailto:bimalokpal.mumbai@cioins.co.in)
- 13.1.7. We have also enclosed a list of addresses of insurance ombudsmen as Annexure IV.
- 13.1.8. 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 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@irda.gov.in](mailto:complaints@irda.gov.in)
- 13.1.9. 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.

<b>14.Relevant Statutes</b>
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**14.1. Governing Laws and Jurisdiction**

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

**14.2. Section 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]

**14.3. 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 counsellor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Rule 14.

**14.4. 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

**14.5. Protection of Policyholders' Interest**

The IRDAI (Protection of Policyholders Interests, Operations and Allied Matters of Insurers) Regulation, 2024, provide for protection of the interests of the Policyholders. The provisions of these regulation 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 thereof 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. Policyholders 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. Policyholders 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 policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
- a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy

whichever is later.

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

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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

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**Annexure IV**

**List of Ombudsman Centers with Address**

<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Jurisdiction of Office (Union Territory, District)</b>
<b>AHMEDABAD</b>	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
<b>BHOPAL</b>	Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chhattisgarh.
<b>BHUBANESWAR</b>	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 / 2596429 / 2596003 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Odisha.
<b>CHANDIGARH</b>	Office of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector-17A , Chandigarh – 160 017. Tel.: 0172 - 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<b>CHENNAI</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu,  Puducherry Town and Karaikal (which are part of Puducherry).
<b>DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.



<b>GUWAHATI</b>	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b>	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
<b>KOCHI</b>	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp. to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7 <sup>th</sup> Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	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.
<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

	Email: bimalokpal.mumbai@cioins.co.in	
<b>NOIDA</b>	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.
<b>PATNA</b>	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.
<b>PUNE</b>	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, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).