

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

MASTER POLICY DOCUMENT

SBI LIFE – SWARNA JEEVAN PLUS

UIN: 111N131V11 (A Non-Linked, Non-Participating General Annuity Group Product)

Registered & Corporate Office: SBI Life Insurance Co. Ltd, "Natraj", M.V. Road & Western Express Highway Junction, Andheri (East), Mumbai - 400 069.

Website: www.sbilife.co.in | Email: info@sbilife.co.in | CIN: L99999MH2000PLC129113

Toll Free: 1800 267 9090 (Customer Service Timing: 24X7)

NRI Helpline No.: +91-022 6928 9090 (Customer Service Timing: 24 X 7)

Date: <<DD/MM/YYYY>>

UIN:111N131V11

PART A

WELCOME LETTER

Ref No:<<Reference No. >>
To
<<Recipient Name & Designation>>
<<Master Policyholder Name>>
<<Address1>>
<<Address2>>
<<City>> <<State>> - <<Pin code>>

Dear Sir / Madam,

Subject: SBI Life – Swarna Jeevan Plus - Master Policy No.: <<XXXXXXXXXXXXXXX>>

Welcome to SBI Life Insurance Company Limited

It gives Us great pleasure to inform You that We have issued the "SBI Life – Swarna Jeevan Plus" Master Policy, commencing on <<DD/MM/YYYY>> and covering initial number of <<Count of Initial covered Annuitants>> Annuitants as per the Scheme Rules.

We are pleased to send herewith the Master Policy Document along with the Customer Information Sheet, Premium Receipt, List of Annuitants covered under the scheme as on the Date of Commencement of Policy [Annexure A], and copy of Master Proposal form.

As a valued customer of SBI Life Insurance Company Limited, our Relationship Manager << Relationship Manager Name>> would be available to You to take care of all Your queries or write to Us at groupops@sbilife.co.in

For any information/ clarification, You can also contact:

- 1. Your local SBI Life service branch:
 - <<SBI Life branch address>>
- 2. < Intermediary Name and Sourcing Bank Branch Name >
- 3. Call Us on Our toll free customer service helpline 18002679090 and helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing:24X7) or email Us at info@sbilife.co.in, or You may also visit Us at www.sbilife.co.in

Free Look Option

You/Annuitant have/has a Free Look Period of 30 days beginning from the date of receipt of the Master Policy Document/Member Policy/Annuity Certificate, whether received electronically or otherwise to review the terms and conditions of this Master Policy/Member Policy/Annuity Certificate.

For non-compulsory schemes, if You/Annuitant disagree(s) with any of the terms and conditions of this Master Policy/Member Policy/Annuity Certificate or otherwise, You/Annuitant have/has an option to cancel the Master Policy/Member Policy/Annuity Certificate by sending a written request to Us, stating the reasons for Your/Annuitant's objection within the Free Look Period of 30 days beginning from the date of receipt of the Master Policy Document/Member Policy/Annuity Certificate. Upon Your/Annuitant's request and if no claim for Death Benefit has been made under the Master Policy/Member Policy/Annuity Certificate, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid, to the employer or Master Policyholder or the

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trust or entity that has purchased the Master Policy (as the case maybe), irrespective of the reasons mentioned.

For compulsory schemes, if You/Annuitant disagree(s) with any of the terms and conditions of this Policy/Member Policy/Annuity Certificate, You have an option to cancel the Policy and the Annuitant has an option to change the Annuity Option during the Free Look Period and continue the Member Policy/Annuity Certificate. The Annuitant will also have an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rates to the extent of percentage, as stipulated by the Authority from time to time, (currently 50% of the entire proceeds of the pension policy net of commutation is permitted). Upon Your request and if no claim for Death Benefit has been made under the Policy/Member Policy/Annuity Certificate, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid to You, the employer or the trust or entity that has purchased the Policy (as the case maybe), irrespective of the reasons mentioned.

We assure You of Our best services at all times and look forward to an enduring relationship.

Warm Regards,

<<Name of Authorised Signatory & Designation >> Group Operations Department SBI Life Insurance Company Limited

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.

Form No. 759 Master Policy Document

CUSTOMER INFORMATION SHEET / KNOW YOUR POLICY

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

Sl. No.	Title	Description in Simple Words (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1.	Name of the Insurance Product and Unique Identification Number (UIN)	SBI Life – Swarna Jeevan Plus < <as allotted="" by="" system="">></as>	Cover Page
2.	Policy Number	<< as allotted by system >>	Part A Welcome Letter / Policy Schedule
3.	Type of Insurance Policy	SBI Life – Swarna Jeevan Plus is a Non-Linked, Non-Participating, General Annuity Group product	Cover Page
4.	Basic Policy Details	 Premium: Rs.<< as allotted by system, excluding taxes >> Mode of Premium Payment: Single Premium 	Part A Policy Schedule
5.	Policy Coverage/Benefits Payable	 Maturity Benefit: Not Applicable Death Benefit: For the following Annuity Options, no Death Benefit is payable: Life Annuity Annuity certain for 'N' years and annuity for Life thereafter Increasing Life Annuity (simple or compound increasing) Joint Life (last survivor) Annuity Joint Life Annuity Certain for "N" years and Joint Life (last survivor) Annuity thereafter Increasing Joint Life (last survivor) Annuity (simple or compound increasing) For the following Annuity Options, Death Benefit is payable as per terms and conditions of the Policy: Life Annuity with Refund of Purchase Price Life Annuity with Refund of Balance Purchase Price Joint Life (last survivor) Annuity with Refund of Purchase Price NPS - Family Income Deferred Life Annuity with refund of purchase price Deferred Joint Life (last survivor) Annuity with refund of purchase price Survival Benefit: Annuity Installments are payable as specified based on Annuity Option chosen. Surrender Benefit: Surrender Value (SV) is available only under Deferred Annuity Options. The Policy can be surrendered during the deferment period only. Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV),	Part C (II) (4) Part C (II) (3) Part C (II) (3) Part C (II) (7.2)

6.	Options available	 There are 12 Annuity Options available under the Policy as mentioned below and once chosen the same cannot be changed by the Annuitant after Free Look Period. 1. Life Annuity 2. Life Annuity with Refund of Purchase Price 3. Life Annuity with Refund of Balance Purchase Price 4. Annuity Certain for "N" years and annuity for Life thereafter 5. Increasing Life Annuity (Simple or Compound Increasing) 6. Joint Life (Last Survivor) Annuity 7. Joint Life (Last Survivor) Annuity with Refund of Purchase Price 8. Joint Life Annuity Certain for "N" years and Joint Life (last survivor) Annuity thereafter 9. NPS - Family Income 10. Increasing Joint Life (Last Survivor) Annuity (Simple or Compound Increasing) 11. Deferred Life Annuity with Refund of Purchase Price 12. Deferred Joint Life (Last Survivor) Annuity with Refund of Purchase Price 	Part C (II) (3)
7.	Riders opted, if any	Not Applicable	
8.	Exclusions (events where insurance coverage is not payable), if any.	Not Applicable	
9.	Waiting/lien Period, if any	Not Applicable	
10.	Grace Period	Not Applicable	
11.	Free Look Period	For non-compulsory schemes, if You/Annuitant disagree(s) with any of the terms and conditions of this Policy/Member Policy/Annuity Certificate or otherwise, You/Annuitant have/has an option to cancel the Policy/Member Policy/Annuity Certificate by sending a written request to Us, stating the reasons for Your/Annuitant's objection within the Free Look Period of 30 days beginning from the date of receipt of the Policy Document/Member Policy/Annuity Certificate. Upon Your/Annuitant's request and if no claim for Death Benefit has been made under the Policy/Member Policy/Annuity Certificate, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid to the employer or Master Policyholder or the trust or entity that has purchased the Policy (as the case maybe), irrespective of the reasons mentioned. For compulsory schemes, if You/Annuitant disagree(s) with any of the terms and conditions of this Policy/Member Policy/Annuity Certificate, You have an option to cancel the Policy and the Annuitant has an option to change the Annuity Option during the Free Look Period and continue the Member Policy/Annuity Certificate. The Annuitant will also have an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rates to the extent of percentage, as stipulated	Part A Welcome Letter

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	T D : I II	by the Authority from time to time, (currently 50% of the entire proceeds of the pension policy net of commutation is permitted). Upon Your request and if no claim for Death Benefit has been made under the Policy/Member Policy/Annuity Certificate, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid to You, the employer or the trust or entity that has purchased the Policy (as the case maybe), irrespective of the reasons mentioned.	
12.	Lapse, Paid-Up and Revival of the Policy	Not Applicable	
13.	Policy Loan, if applicable	Not Applicable	
14.	Claims/Claims Procedure	 Turn Around Time (TAT) for claims settlement and brief procedure: https://www.sbilife.co.in/en/services Download 'Turn Around Times' pdf Helpline/Call Centre Number: Toll free no.: 1800 267 9090 (Customer Service Timing:24X7). Helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7) Our Contact details: 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, 	Part C (III)
15.	Policy Servicing	 Turn Around Time (TAT): https://www.sbilife.co.in/en/services Download 'Turn Around Times' pdf Helpline/Call Centre Number: Toll free no.: 1800 267 9090 (Customer Service Timing:24X7). Helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7) Our Contact Details: For any information/ clarification, please contact: Your nearest local SBI Life service branch Link for downloading applicable forms and list of documents required including bank account details. Various forms are available on SBI Life Website: https://www.sbilife.co.in/en/services/download-center/policy-servicing-forms 	Part C (II) (11)
16.	Grievances /Complaints	Contact details of Grievance Redressal Officer: SBI Life Insurance Company Limited Central Processing Centre 7th Level (D Wing) & 8th Level, Seawoods Grand Central, Tower 2, Plot No R-1, Sector - 40, Seawoods, Nerul Node, Navi Mumbai - 400706 Telephone No. 022-6645 6200 Email - hcr@sbilife.co.in	Part C (V)

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	•	Link for registering the grievance with the insurer's portal:	
		https://www.sbilife.co.in/en/grievances	
	•	Contact details of Ombudsman: https://cioins.co.in/ombudsman	

Declaration by the Master Policyholder

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

Place:

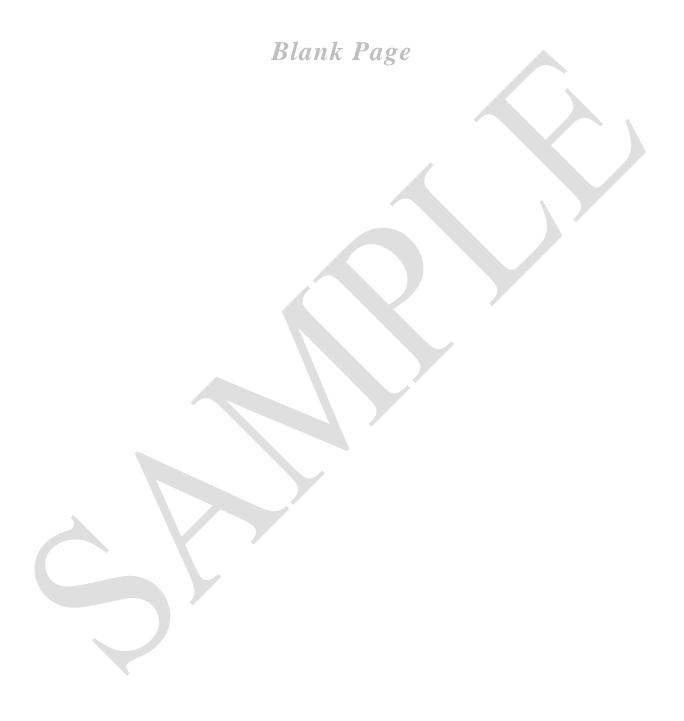
Date:

(Signature of the Master Policyholder)

Note:

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

Welcome Letter – Regional Language



Policy Preamble

SBI Life – Swarna Jeevan Plus is a Non-Linked, Non-Participating, General Annuity Group product and hence does not participate in the profits of the Company.

SBI Life Insurance Company Limited (includes its assigns and successors) has received an **application** (**Master Proposal**) from the employer (hereinafter called the '**Master Policyholder**') duly signed by the authorized signatory of the Master Policyholder along with rules of the pension / annuity scheme, statement and particulars of the employees/Annuitants, membership forms/exit forms, Annuity Form from beneficiaries / members wherever required, the requisite **Purchase Price** amount along with applicable taxes as levied by the various statutory authorities. Such application, statements and information furnished and to be furnished by the employees / Annuitants and by the Master Policyholder form the part of and basis of this Policy. Your Policy Document is evidence of the contract of insurance entered with Us. You should read these documents carefully to make sure that You are satisfied with the terms and conditions of the policy. Please keep these documents in a safe place.

A. Policy Schedule

	I. Intermediary Details			
1.	Type of Intermediary	<< Direct/ Bancassurance/ Broker/ Insurance Advisor/ Corporate Agent / Online >>		
2.	Name	<< from the proposal form >>		
3.	Code / Branch code	< <xxxx \="" xxxx="">></xxxx>		
4.	Specified Person Name			
5.	Specified Person Code			
6.	Contact Phone no.	<< STD Code – Contact No. / Mobile No.>>		

	II. Master Policyholder				
1.	Master Proposal Form Number	<< as per the signed proposal form >>			
2.	Master Proposal Form date	< <dd mm="" yyyy="">></dd>			
3.	Client ID	< <allotted by="" systems="">></allotted>			
4.	Pricing Terms ID	<< allotted by Actuarial / Operation / Sales Back office and available in the signed pricing terms /Not applicable>>			
5.	Type of Group	<< Employer-Employee group>>			
6.	Master Policy Number	<< allotted by Operations >>			
7.	Name of the Master Policyholder	<< Name of the master policyholder, in full >>			
8.	Address	<< full mailing address of the master policyholder>>			

II	I. Policy Information
1. Date of Commencement of Policy	< <dd mm="" yyyy="">></dd>

2. Mode of Premium payment	< <single>></single>
	Under NPS – Family Income (Option 9): as per NPS scheme rules For Deferred annuity options: Group Member/First Annuitant : 45 years (Age last birthday) Second Annuitant: 18 years (Age last birthday) Under all other annuity options: Group Member/First Annuitant : 30 years (Age last birthday) Second Annuitant: 18 years (Age last birthday) Second Annuitant: 18 years (Age last birthday)
3. Minimum Age at entry	W. I. NDG. F. W. Y. CO. I. CO. I. NO. I. NO. I.
	Under NPS – Family Income (Option 9): as per NPS scheme rules Under all other annuity options: Group Member/First Annuitant : 85 years (Age last birthday) Second Annuitant: 85 years (Age last birthday)
4. Maximum Age at entry	In case of joint life annuity, the maximum age difference allowed between primary and secondary life is 30 years subject to the minimum and maximum entry age of both lives.
4. Waximum rige at entry	< <option 1:="" annuity="" life="">></option>
	<< Option 2: Life Annuity with Refund of Purchase Price>>
	<< Option 3: Life Annuity with Refund of Balance Purchase Price>>
	< <option 4:="" and="" annuity="" certain="" for="" life="" n="" thereafter="" years="">></option>
	<< Option 5: Increasing Life Annuity (Simple or Compound Increasing)>>
	<< Option 6: Joint Life (Last Survivor) Annuity>>
5. Annuity Option(s)	<< Option 7: Joint Life (Last Survivor) Annuity with Refund of Purchase Price>>
	< <option (last="" 8:="" and="" annuity="" certain="" for="" joint="" life="" n="" survivor)="" thereafter="" years="">></option>
	< <option (available="" 9:="" family="" income="" nps="" only="" subscribers)="" to="">></option>
	< <option (last="" (simple="" 10:="" annuity="" compound="" increasing="" increasing)="" joint="" life="" or="" survivor)="">></option>
	< <option 11:="" annuity="" deferred="" life="" of="" price="" purchase="" refund="" with="">></option>

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	< <option (last="" 12:="" annuity="" deferred="" joint="" life="" of="" price="" purchase="" refund="" survivor)="" with="">> Additional options to be elaborated As per Scheme rules</option>
6. Annuity Payment Frequency	< <monthly half="" quarterly="" yearly="">>As per Scheme rules</monthly>
7. Number of initial Annuitants	
8. Type of Scheme	<< Compulsory/Voluntary >>
9. Additional Clauses	< <scheme specific="">></scheme>
10. Customer Information Sheet Reference Number	

IV. Total Payment Su	mmary (All amounts in INR)
1. Premium	<< INR>>
2. Applicable taxes*	<< INR>>
3. Total of Premium including Applicable taxes	<< INR >>

^{*}Applicable taxes and/or any other statutory levy/duty/surcharge on purchase price, at the rate notified by the State Government or Central Government or Union Territories of India from time to time, is payable as per the applicable tax laws.

Signed for and on behalf of SBI Life Insurance Company Limited, at Mumbai.

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>>), GRN No. <<GRN No.>>, Date : <<dd/mm/yyyy>>, State Bank of India, Deface No. <<Deface No.>> Deface Date : <<dd/mm/yyyy>>.

<< Digital Signature >>

(Signature)

Proper Officer

We request You to read this Policy Schedule along with the Policy Document. If You find any errors, please return your Policy Document for effecting corrections.

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PART B

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

1. Definitions

For the purpose of this Master Policy where consistent with the contents, the singular shall include the plural and the plural the singular; words importing the masculine gender shall include the feminine gender and vice versa; and each of the following words and expressions shall have the following meanings and shall apply throughout the Policy Document:

1. Age	is the age last birthday, i.e., the Age in completed years.
2. Age at Entry	is the Age last birthday on the Date of Valuation of Annuity. In case of joint life Annuity Options, the maximum age difference allowed between First Annuitant and the Second Annuitant is 30 years, subject to the criteria of minimum and maximum Age at Entry for both lives, as per the terms and conditions of the Policy.
3. Annuitant	is the Eligible Member entitled to receive the Annuity Instalment payout. The First Annuitant, as named in the Member Policy/Annuity Certificate, will be the primary member entitled to receive the Annuity Instalment payouts, while the Second Annuitant, as named in the Member Policy/Annuity Certificate, will be entitled to receive the Annuity Instalment payments only in the event of death of the First Annuitant, provided such an option is chosen.
4. Annuity Instalment	is the amount stated in the Member Policy/Annuity Certificate which is payable to the Annuitant(s) based on the Annuity Payment Frequency in accordance with the Scheme Rules.
5. Annuity Payment Anniversary	is the same date each year as the Date of Commencement of Annuity.
6. Annuity Payment Frequency	is the frequency as chosen by the Annuitant and as stated in the Member Policy/Annuity Certificate, in accordance with the Scheme Rules, at which the Annuity Instalment will be payable. The Annuity Payment Frequencies available under the Policy are yearly, half-yearly, quarterly or monthly.
7. Claimant	is the Annuitant, or the Nominee or the Assignee (if applicable) or their Legal Heirs or holders of a succession certificate (if the Annuitant, the Nominee(s) or the Assignee(s) (if applicable) are not alive at the time of claim), as the case may be and as specified in the Member Policy/Annuity Certificate. In case the Claimant is not stated in the Member Policy/Annuity Certificate or becomes invalid for any reason whatsoever, the Claimant will be the person(s) as certified by a court of competent jurisdiction.
8. Date of Commencement of Annuity	is the date of payment of first Annuity Instalment.
9. Date of Commencement of Policy	is the start date of Your Policy as stated in the Policy Schedule.
10. Date of Valuation of Annuity	is the date on which Purchase Price/Annuity Instalment amount will be determined based on the Annuitant's details and the then prevailing annuity rates.
11. Death Benefit	is the benefit payable, if any, on death of the Annuitant, to the Claimant. The benefit, if eligible, may be a lump sum amount or an annuity for a fixed period, as the case may be. Death benefit depends on the option chosen. However, in case of annuities payable for life only, nothing is payable.

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12. Eligible Member	shall mean employee/group member, including retired employees, group members and family members as being defined in the Scheme Rules and having met all the requirements as per the eligibility criteria, is entitled to participate in this Policy.
13. Endorsement	means change(s) to any of the terms and conditions of the Policy, agreed to or issued by Us, in writing.
14. Free-Look Period	is the period of 30 days from the date of Your/Annuitant's receipt of the Master Policy Document/Member Policy/Annuity Certificate during which You/Annuitant have the option to cancel the Master Policy/Member Policy/Annuity Certificate, if You/Annuitant are not satisfied with the terms and conditions of the Master Policy/Member Policy/Annuity Certificate or otherwise, in accordance with the terms and conditions of the Master Policy.
15. Member Policy/Annuity Certificate	is a certificate issued by Us under this Policy to an Annuitant mentioning details in relation to the benefit and other important details such as Annuity Option, Annuity Instalment amount, Annuity Payment Frequency and the terms and conditions in relation to the Annuitant's cover under the Policy.
16. Minor	is a person who has not completed 18 years of Age.
17. Nominee	is the person who is named as the Nominee in the membership/ enrolment form and specified in the Member Policy/Annuity Certificate or subsequently changed by an Endorsement, as per Section 39 of the Insurance Act, 1938.
18. Master Policy/Policy	is the Swarna Jeevan Plus policy issued by Us.
19. Policy Anniversary	is the same date each year as the Date of Commencement of Policy. If the Date of Commencement of Policy is on 29th of February, the Policy Anniversary will be the last date of February.
20. Policy Document/Master Policy Document	is the contract of insurance entered into between You and Us and includes the proposal form, membership form/exit form and all accompanying information and documentation submitted by You to Us, the Policy Schedule, any Endorsements, the Customer Information Sheet and rider documents (if any) issued by Us.
21. Policy Schedule	is the schedule attached to the Policy Document that sets out the details of Your Policy.
22. Policy Year 23. Premium	is the period between two consecutive Policy Anniversaries; is the sum total of the Purchase Price. Applicable taxes and other statutory levies would be payable in addition to this.
24. Purchase Price	is the contractual amount to purchase this Policy for an Annuitant. Applicable taxes and other statutory levies would be payable in addition to the Purchase Price.
25. Scheme Rules	mean the Pension Trust Rules or rules framed by the Master Policyholder for the scheme and accepted by Us from time to time, governing the grant of annuities to the Eligible Members.
26. We, Us, Our, Company	SBI Life Insurance Company Limited or its successors and/or assigns.
27. You, Your	means the Master 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)

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



PART C

I. CONDITIONS PRECEDENT TO CONTRACT

1. Purchase Price

- 1.1. You have to pay full Purchase Price and submit mandatory requirements one month, one quarter, one half-year and one year in advance before the Date of Commencement of Annuity for Annuity Payment Frequencies monthly, quarterly, half-yearly and yearly respectively.
- 1.2. The annuity rates would depend upon the Annuity Payment Frequency as opted by You.
- 1.3. If We receive any amount in excess of the required Purchase Price, We will refund the excess. We will not pay any interest on this excess amount.
- 1.4. Purchase price should always be remitted in full and in advance along with the applicable taxes and levies.
- 1.5. The annuity rates available for purchase of member annuity for future new business, including top ups, if any will be based on the prevailing annuity rates then available with us.
- 1.6. Incentive for Higher Purchase Price (member level):
 - 1.6.1. Higher Purchase Price Incentive would be applicable to individual Group Member/Annuitant:
 - 1.6.2. For high Purchase Price for any Member Policy/Annuity Certificate, We will offer better annuity rates. The incentives will be in the form of additional annuity.
 - 1.6.3. The additional annualised annuity rates per Rs. 1,000 Purchase Price would be as follows:

Purchase Price	Upto INR	INR 5,00,000 to	INR 7,50,000 to	INR 10,00,000
(excluding applicable	4,99,999	INR 7,49,999	INR 9,99,999	and above
taxes)				
Incentive on the				
annualized modal	NIL	INR 0.50	INR 0.80	INR 1.00
annuity				

An additional annuity of 2% will be given through a corresponding increase in the amount of annuity for annuities purchased through direct marketing and online sale through Our website as well as for annuities which are bought from a superannuation policy maintained with Us

1.7. Discount to NPS Subscribers:

- 1.7.1. All NPS Subscribers are granted an additional annuity of 0.75% of Purchase Price.
- 1.7.2. In any scenario, the maximum additional annuity offered under a Policy would be limited to 2% for Annuitants other than Subscribers under NPS, and 2.75% of Purchase Price for Subscribers under NPS

2. Eligibility Criteria

2.1. The member, who fulfils the Age criteria as mentioned in the Policy Schedule or as per Scheme Rules, as the case maybe, will be given choice of Annuity Option in accordance with the Scheme Rules only. The Eligible Member shall be admitted to the benefits under this Policy from the date of acceptance of the proposal or the date of receipt of full purchase price [with applicable taxes, cess etc.] in respect of the Eligible Member.

2.2. The Admitted Age of the Annuitant shall be the Age as provided by the Master Policyholder or as revealed by the standard age proof submitted by the Master Policyholder. Satisfactory admission of Age of a Eligible Member is a must before he / she is admitted under the Master Policy.

3. Provision of Information

- 3.1. You shall furnish to Us all particulars and information We may require in respect of either any or all Eligible Members necessary to give effect to the provisions of this Master Policy.
- 3.2. You shall furnish to us membership forms and where necessary, evidence of insurability for each Eligible Member in the form prescribed by Us.

4. Non-disclosure

- 4.1. We have issued Your Master Policy based on the statements in Your proposal form, Scheme Rules and other documents that are submitted to Us but not limited to the membership forms/exit forms submitted by the Annuitant(s) and other declarations at the end of the proposal forms/membership Forms.
- 4.2. If We find that any of this information is inaccurate or false or You have withheld any material information or in case of fraud, We will have a right to repudiate all the claims under Your Policy and / or cancel Your Policy and no benefit under the Policy is payable as per the provisions of section 45 of the Insurance Act 1938.
- 4.3. We have issued the Member Policy/ Annuity Certificate based on Your/Annuitant's statements in membership form/exit forms, personal statement, medical reports and any other relevant documents. If We find that any of this information is inaccurate or false or the Annuitant has withheld any material information, or in case of fraud, We shall have the right to decline the claim subject to the provisions of section 45 of the Insurance Act, 1938, as amended from time to time.

[A leaflet containing the simplified version of the provisions of Section 45 is enclosed as Annexure I for reference.]

5. Misstatement of Age

- 5.1. In the event the Admitted Age(s) is found to be incorrect at any time, the correct age(s) being such that it would have rendered the Annuitant ineligible for any of the benefits under this Master Policy, the benefits payable under this Master Policy shall stand cancelled, and, the Premium paid (net of expenses incurred by Us and less sum total of all the Annuity Instalments paid till date) will be refunded to the Master Policyholder or Annuitant or Claimant, as the case may be, without interest.
- 5.2. In the event the Admitted Age(s) is found to be incorrect at any time, the correct age(s) being such that the Annuitant remains capable of being covered under this Master Policy, We shall use either of the following two processes depending on the Scheme Rules.
- 5.3. The Annuity Installment will be recalculated at the Date of Valuation of Annuity and altered corresponding to the correct Age of the Annuitant under the Master Policy. We will continue to pay the revised Annuity Installment subject to the following conditions:
- 5.4. If the revised Annuity Installment is found to be lower, either You or the Annuitant have to pay the difference, arising out of incorrect Annuity Installments paid in the past, along with interest at the then prevailing Base Rate of State Bank of India.
- 5.5. If You do not refund the excess Annuity Installment amount along with applicable interest, We shall recalculate the Annuity Installment amount at the Date of Valuation of Annuity, that is, at inception, for the correct Age and for the modified Purchase Price. The original Purchase Price will be modified in order to recover the excess Annuity Instalments amount paid along with applicable interest.

- 5.6. If the revised Annuity Installment is found to be higher, We will pay the difference, arising out of incorrect Annuity Installments paid in the past, to the Master Policyholder or Annuitant or Claimant, as the case may be, as a lump sum amount without any interest. OR
- 5.7. The Purchase Price will be recalculated at the Date of Valuation of Annuity.
- 5.8. If the revised Purchase Price is found to be higher, You or the Annuitant should pay the difference in Purchase Price along with interest at the prevailing Base Rate of State Bank of India and taxes as applicable.
- 5.9. If You do not pay the difference in Purchase Price and applicable interest and taxes, We shall recalculate the Annuity Instalment amount at the Date of Valuation of Annuity for the correct Age and for the modified Purchase Price. The original Purchase Price will be modified in order to recover the excess Annuity Instalments amount paid along with applicable interest. We will then continue to pay revised Annuity Instalments to the Annuitant.
- 5.10. If the revised Purchase Price is found to be lower, We will refund the difference in Purchase Price to the Master Policyholder or Annuitant or Claimant, as the case may be without any interest.

6. Nomination

- 6.1. The nominee/s shall be a person/s nominated by the Annuitant in accordance with the provision of section (39) of the Insurance Act 1938 [as amended from time to time] to receive the residual benefits, if any, under this Policy in the event of the Annuitant's death.
- 6.2. The Annuitant(s) may cancel or change the existing nomination.
- 6.3. The nomination should be registered in our records to make it binding on Us.
- 6.4. For complete details about 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.]

II. CONDITIONS APPLICABLE DURING THE POLICY TERM

POLICY BENEFITS

- 1. As per the Scheme Rules, the Annuitant may choose multiple Annuity Options available under the Policy by submitting separate membership form for each Annuity Option. Under any application/proposal, only one Annuity Option can be chosen. However, a separate Member Policy will be issued for each Annuity Option chosen and each Member Policy would be required to satisfy the minimum Annuity Instalment amount / Purchase Price criterion. The Annuity Option, once exercised under any Policy, [that is, the type of Annuity Option once chosen], shall be irrevocable and cannot be changed subsequently subject to the free look provisions.
- 2. We will pay Policy benefits as per the Annuity Option chosen by the Annuitant.

3. Annuity Options

The Annuity options are mentioned below:

3.1. Option 1: Life Annuity

- 3.1.1. **Survival Benefit**: We will pay Annuity Instalment to the Annuitant as long as the Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Instalment will remain constant.
- 3.1.2. **Death Benefit**: There is no benefit payable on death of the Annuitant. All future Annuity Installment payouts will cease immediately from the date of death of the Annuitant.
- 3.1.3. **Termination**: The Member Policy/Annuity Certificate will terminate automatically on death of the Annuitant.

3.2. Option 2: Life Annuity with Refund of Purchase Price

- 3.2.1. **Survival Benefit**: We will pay Annuity Instalment to the Annuitant as long as the Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Instalment will remain constant
- 3.2.2. **Death Benefit**: On death of the Annuitant, We will refund the Purchase Price to the Claimant. All future Annuity Installment payouts will cease immediately from the date of death of the Annuitant
- 3.2.3. **Termination**: The Member Policy/Annuity Certificate will terminate automatically on death of the Annuitant.

3.3. Option 3: Life Annuity with Refund of Balance Purchase Price

- 3.3.1. **Survival Benefit**: We will pay Annuity Installment to the Annuitant as long as the Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.3.2. **Death Benefit**: On death of the Annuitant, We will refund the balance Purchase Price to the Claimant, only if balance Purchase Price is positive. The balance Purchase Price will be equal to the Purchase Price less sum total amount of all the Annuity Installments paid to the Annuitant till the date of death of the Annuitant by Us. All future Annuity Installment payouts will cease immediately from the date of death of the Annuitant. If the total amount of the Annuity Installments paid is more than the Purchase Price, there shall be no Death Benefit payable under the Policy.
- 3.3.3. **Termination**: The Member Policy/Annuity Certificate will terminate automatically on death of the Annuitant.

3.4. Option 4: Annuity certain for N years and Annuity for Life thereafter

- 3.4.1. **Fixed Period**: There is a fixed period of Annuity Instalment payouts ranging from 5 to 35 years, depending on the period chosen and specified in the Member Policy/ Annuity Certificate. The period would be fixed before the commencement of Member Policy/Annuity Certificate and the amount of Annuity Installment will be determined depending on the term chosen.
- 3.4.2. **Survival Benefit**: We will pay Annuity Instalment to the Annuitant as long as the Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Instalment will remain constant
- 3.4.3. **Death Benefit**: On death of Annuitant before completion of the fixed period, We will continue to pay the Annuity Instalments to the Claimant till the end of the fixed period chosen. All future Annuity Installments payouts will cease at the end of the fixed period.

3.4.4. On death of the Annuitant after completion of the fixed period, there is no Death Benefit payable. All future Annuity Installment payouts will cease immediately from the date of death of the Annuitant.

3.4.5. **Termination**: The Member Policy/Annuity Certificate will terminate automatically on death of the Annuitant or on the completion of the fixed period, whichever is later.

3.5. Option 5: Increasing Life Annuity (Simple or Compound Increasing)

- 3.5.1. **Increasing Annuity**: The Annuity Installment increases at a constant rate (simple or compound), which may range from 1% to 10% (in multiples of 0.25%), for each completed year. The rate of increase would be chosen and fixed before the commencement of Member Policy/Annuity Certificate by the Annuitant. The rate of increase and the type (simple or compound) will remain fixed once chosen and cannot be changed by the Annuitant.
- 3.5.2. **Survival Benefit**: We will pay Annuity Installments to the Annuitant as long as the Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Installment will increase at a simple or compound interest rate, as fixed at the outset, for each completed year.
- 3.5.3. **Death Benefit**: There is no benefit payable on death of the Annuitant. All future Annuity Instalment payouts will cease immediately from the date of death of the Annuitant automatically.
- 3.5.4. **Termination**: The Member Policy/Annuity Certificate will terminate automatically on death of the Annuitant.

3.6. Option 6: Joint Life (Last Survivor) Annuity

- 3.6.1. **Survival Benefit**: We will pay Annuity Installments to the Group Member/First Annuitant as long as the First Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.6.2. On death of the First Annuitant, if the Second Annuitant is not alive all future Annuity Installment payouts will cease immediately from the date of death of the First Annuitant and there is no death benefit payable.
- 3.6.3. On the death of the First Annuitant, if the Second Annuitant is alive, We will continue to pay Annuity Installment, throughout the life of the Second Annuitant. The Annuity Installment would be either at the rate of 50% or 100% of the last Annuity Installment payout, as opted and offered at the outset of the Member Policy/ Annuity Certificate.
- 3.6.4. On the death of the Second Annuitant, all future annuity payouts will cease immediately from the date of death of the Second Annuitant, if the First Annuitant is not alive and there is no death benefit payable.
- 3.6.5. The Second Annuitant cannot be substituted at any time.
- 3.6.6. **Death Benefit**: There is no benefit payable on death of the Annuitant(s).
- 3.6.7. **Termination**: The Member Policy/Annuity Certificate will terminate immediately on the death of the last surviving Annuitant.

3.7. Option 7: Joint Life (Last Survivor) Annuity with Refund of Purchase Price

3.7.1. **Survival Benefit**: We will pay Annuity Installment to the Group Member/First Annuitant as long as he/she is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.

- 3.7.2. On the death of the First Annuitant, if the Second Annuitant is not alive, all future Annuity Installment payouts will cease immediately from the date of death of the First Annuitant and We will refund the Purchase Price to the Claimant.
- 3.7.3. On the death of the First Annuitant, if the Second Annuitant is alive, We will continue to pay Annuity Installment to the Second Annuitant as long as he/she is alive on the date the Annuity Installment becomes due. The Annuity Installment would be either at the rate of 50% or 100% of the last Annuity Installment payout, as opted and offered at the outset of the Member Policy/Annuity Certificate. On the death of the Second Annuitant and if the First Annuitant is not alive, all future Annuity Installment payouts will cease immediately from the date of death of the Second Annuitant.
- 3.7.4. The Second Annuitant cannot be substituted at any time.
- 3.7.5. **Death Benefit**: On death of the last surviving Annuitant, We will refund the Purchase Price to the Claimant. All future Annuity Installment payouts will cease immediately from the date of death of the last surviving Annuitant.
- 3.7.6. **Termination**: The Member Policy/Annuity Certificate will terminate immediately on the death of the last surviving Annuitant.

3.8. Option 8: Joint Life Annuity certain for N years and Joint Life (last survivor) Annuity thereafter

- 3.8.1. **Fixed Period**: There is a minimum period of N years for payment of Annuity Installments ranging from 5 to 35 years depending on the period chosen and specified in the Member Policy/Annuity Certificate. The period would be fixed before the commencement of Member Policy/Annuity Certificate.
- 3.8.2. **Survival Benefit**: We will pay the Annuity Installment to the First Annuitant as long as he/she is alive on the date the Annuity Installment becomes due. The Annuity Installment will remain constant.
- 3.8.3. On the death of the First Annuitant before completion of N years, if the Second Annuitant is alive, We will continue to pay Annuity Instalment to the Nominee till the expiry of N years and, thereafter to the Second Annuitant as long as he/she is alive on the date the Annuity Instalment becomes due. The Annuity Instalment payout would be at the rate of 100% of the last Annuity Instalment payout till the expiry of N years chosen and thereafter, the Second Annuitant will receive Annuity Installment either at the rate of 50% or at the rate of 100% of the Annuity Installment paid to the First Annuitant, as the case may be, as per the option chosen at the outset of the Member Policy/Annuity Certificate. On the death of the Second Annuitant, all future Annuity Installment payouts will cease immediately from the date of death of the Second Annuitant, automatically.
- 3.8.4. On the death of the First Annuitant after the expiry of N years, if the Second Annuitant is alive, We will continue to pay Annuity Installment, either at the rate of 50% or 100% of the last Annuity Installment payment, as the case may be, as opted and offered at the outset of the Member Policy/Annuity Certificate, to the Second Annuitant as long as he/she is alive on the date the Annuity Installment becomes due. On the death of the Second Annuitant, all future Annuity Installment payouts will cease immediately from the date of death of the Second Annuitant automatically.
- 3.8.5. **Death benefit**: In case both the Annuitants die before completion of N years chosen, We will continue to pay Annuity Instalments at the same level of the last Annuity Instalment payout, to the Nominee, till the expiry of the fixed period. All future Annuity Instalment payouts will cease immediately on the expiry of the fixed period, automatically.
- 3.8.6. Under this option, after the expiry of N years, no benefit of whatsoever nature is payable to the Claimant, in case both the Annuitants are not alive.

3.8.7. **Termination**: The Member Policy/Annuity Certificate will terminate on death of the last surviving Annuitant or the completion of fixed period, whichever is later.

3.9. Option 9: Family Income (available only to NPS subscribers)

- 3.9.1. The Member Policy/Annuity Certificate shall be issued to the Annuitant (Subscriber under the NPS), wherein the benefits would be payable in accordance with the Annuity Option 7 "Joint life (last survivor) annuity with refund of Purchase Price" or Annuity Option 2 "Life annuity with refund of Purchase Price" in case Subscriber/First Annuitant does not have Second Annuitant.
- 3.9.2. However, the choice of 50% or 100% of the last paid Annuity Instalment, available under Annuity Option 7, shall not be available under this Family Income Option-9. On the death of the Subscriber/First Annuitant, the Second Annuitant (if alive at that time) will compulsorily receive a life annuity, which will be 100% of the last Annuity Installment amount paid to the Subscriber/First Annuitant.
- 3.9.3. On death of the Annuitant(s), the Annuity Installment payment would cease and the refund of Purchase Price shall be utilized to purchase an annuity contract afresh for living dependent parents (if any) as per the order specified below.
 - 3.9.3.1. Living dependent mother of the deceased Subscriber;
 - 3.9.3.2. Living dependent father of the deceased Subscriber.
- 3.9.4. However, the Annuity Installment amount would be revised and determined as per the Annuity Option 2 "Life annuity with refund of Purchase Price" using the annuity rate, applicable for the age of that member, prevalent at the time of purchase of such annuity.
- 3.9.5. The annuity would continue until all family members as specified above are covered. After the coverage of all such family members, the Purchase Price shall be refunded to the surviving children of the Subscriber and in the absence of children, the legal heirs of the Subscriber, as may be applicable.
- 3.9.6. However, in case no such family member exists upon the death of the last survivor, there would be a refund of Purchase Price to the Nominee or Legal Heir, as the case may be.

3.10. Option 10: Increasing Joint life (last survivor) annuity (Simple or Compound increasing)

- 3.10.1. **Increasing Annuity**: The Annuity Installment increases at a constant rate (simple or compound), which may range from 1% to 10% (in multiples of 0.25%), for each completed year. The rate of increase would be fixed before the commencement of Member Policy/Annuity Certificate. The rate of increase and the type (simple or compound) will remain fixed once chosen and cannot be changed by the Annuitant.
- 3.10.2. **Survival Benefit**: We will pay Annuity Installments to the Annuitant as long as the Annuitant is alive on the date the Annuity Installment becomes due. The Annuity Installment will increase at a constant interest rate, as fixed at the outset, for each completed year.
- 3.10.3. **Death Benefit**: There is no benefit payable on death of the surviving Annuitant. On death of the Group Member/First Annuitant, the Second Annuitant (if alive at that time) will receive an increasing Annuity Installment (increased by a constant rate as opted by the First Annuitant) as long as he/she is alive on the date the Annuity Installment becomes due, which will be either 100% or 50% of the last Annuity Instalment amount paid to the Group Member/First Annuitant, as opted for at the inception of the Member Policy/Annuity Certificate.
- 3.10.4. **Termination**: The Member Policy/Annuity Certificate will terminate automatically on death of the last Annuitant. All future Annuity Installment payments shall cease immediately and no death benefit is payable.

3.11. Option 11: Deferred Life annuity with refund of purchase price

- 3.11.1. **Survival Benefit**: Annuity Instalment is payable at a constant rate throughout the life of the Annuitant after the end of the deferment period. The deferment period would be between 1 to 10 years (in multiples of 1 year) as opted by the Annuitant at inception of the Member Policy/Annuity Certificate. During the deferment period opted, there will not be any payouts due to the Annuitant and the Annuity Installment payments will start after the deferment period.
- 3.11.2. **Death Benefit**: On death of the Annuitant during the deferment period, the Death Benefit payable to the Claimant shall be higher of:
 - 3.11.2.1. 100% of Purchase Price + Guaranteed Additions accrued till date of death OR
 - 3.11.2.2. 105% of Purchase Price
 - and all future benefits / Annuity Installment payments cease immediately.
- 3.11.3. On death of the Annuitant after the end of deferment period, the Death Benefit payable to the Claimant shall be higher of:
 - 3.11.3.1. 100% of Purchase Price + Guaranteed Additions accrued during the deferment period Total Annuity Installment paid out OR
 - 3.11.3.2. 100% of Purchase Price
 - and all future benefits / Annuity Installment payments cease immediately.
- 3.11.4. Where Guaranteed Additions per month = Total Annuity Installment payable in a Policy Year/12. Guaranteed Additions accrue at the end of every policy month during the deferment period.
- 3.11.5. Termination: The Member Policy/Annuity Certificate will terminate immediately on the death of the Annuitant.

3.12. Option 12: Deferred Joint life (last survivor) annuity with refund of purchase price

- 3.12.1. **Survival Benefit**: Annuity is payable at a constant rate till the Group Member/First Annuitant is alive after the end of the deferment period. The deferment period would be between 1 to 10 years (in multiples of 1 year) as opted by the member at inception of the Member Policy/ Annuity Certificate. During the deferment period opted, there will not be any payouts due to the Annuitants and the Annuity Installment payments will start after the deferment period.
- 3.12.2. **Death benefit**: On the death of the Group Member/First Annuitant, the Second Annuitant (if alive at that time) will receive a life annuity, which will be either 100% or 50% of the last Annuity Installment amount paid to the Group Member/First Annuitant, as opted for. If the Second Annuitant pre-deceases the Group Member/First Annuitant, Annuity Installment payments cease on the death of the Group Member/First Annuitant.
- 3.12.3. On death of the last survivor during the deferment period, the Death Benefit payable to the Claimant shall be higher of:
 - 3.12.3.1. 100% of Purchase Price + Guaranteed Additions accrued till date of death OR 3.12.3.2. 105% of Purchase Price
 - and all future benefits / Annuity Instalment payments cease immediately.
- 3.12.4. On death of the last survivor after the end of deferment period, the Death Benefit payable to the Claimant shall be higher of:

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- 3.12.4.1. 100% of Purchase Price + Guaranteed Additions accrued during the deferment period Total Annuity Instalment paid out OR
- 3.12.4.2. 100% of Purchase Price

and all future benefits / Annuity Instalment payments cease immediately.

- 3.12.5. Where Guaranteed Additions per month = Total Annuity Instalment payable in a Policy Year/12. Guaranteed Additions accrue at the end of every policy month during the deferment period.
- 3.12.6. **Termination**: The Member Policy/Annuity Certificate will terminate immediately on the death of the Annuitant.

4. Maturity Benefit

4.1. There is no maturity benefit available under this Policy.

POLICY TERMS AND CONDITIONS

5. Existence Certificate

- 5.1. We shall continue to pay Annuity Installments only on receipt of existence certificate well in time.
- 5.2. The Annuitant shall be required to submit an Existence Certificate periodically as per the Annuity Option chosen / Our policy .
- 5.3. The frequency of submission of the Existence Certificate would be as mentioned in the Member Policy/Annuity Certificate and We may review the frequency of submission of the Existence Certificate from time to time as per the Board approved underwriting policy and any change in the same will be informed to the Annuitant. The frequency of submission of Existence Certificate will not be less than annual.
- 5.4. In case of 'Joint Life (Last Survivor)' options, the Existence Certificate of the First Annuitant will be required. After the death of the First Annuitant, the Existence Certificate of the Second Annuitant will be required.
- 5.5. In case the Existence Certificate is not received by Us, the Annuity Installment payouts shall be kept on hold. The Annuity Installment payouts shall however resume on receipt of the Existence Certificate and all the arrears will be settled without any interest

6. Grace Period

6.1. No grace period is applicable under Your Policy.

7. Non-forfeiture Benefits

7.1 Paid-up Value

7.1.1. No Paid—up value is available under Your Policy.

7.2 Surrender Value

- 7.2.1.Surrender Value is available only under Deferred Annuity Options and an annuity policy can be surrendered during the deferment period only.
- 7.2.2. For Deferred Annuity options, the Surrender Value will be higher of:

- 7.2.2.1. Guaranteed Surrender Value (GSV) plus the surrender value of any Guaranteed Additions accrued till the date of surrender OR
- 7.2.2.2. Special Surrender Value (SSV).
- 7.2.3. The Guaranteed Surrender Value (GSV) available under deferred Annuity Options is as follows:
 - 7.2.3.1. 75% of the Purchase Price paid, if surrendered any time within third Policy Year
 - 7.2.3.2. 90% of the Purchase Price paid, if surrendered on or after the fourth Policy Year.
- 7.2.4. The Special Surrender Value (SSV) is calculated as present value of expected future benefits discounted at prevailing interest rate plus 0.5%. The prevailing interest rate used will be the yield on 10-year Government securities as on the date of surrender.
- 7.2.5. The methodology for computing the Special Surrender value factors may be reviewed from time to time. Any change in surrender value calculation method shall only be after obtaining appropriate approvals from the Authority.
- 7.2.6. In case of surrender of Master Policy, the Annuitants will be given an option to continue their cover under the Policy as an individual member policy under this Policy till the end of the Member policy/ Annuity Certificate.

8. Revival/Reinstatement

8.1. Revival/Reinstatement is not applicable for this Policy.

9. Loans

9.1. Your Policy will not be eligible for any loans.

10. Issuance of Physical Copy of Your Policy

- 10.1. If You wish to obtain a physical copy of Your Policy, then You can send an application for the physical copy of Policy.
- 10.2. 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.

11. Policy Servicing

- 11.1. We endeavor to ensure that You receive the best possible service in relation to Your Policy. If You wish to avail any services from Us or require any support or assistance in relation to the Master Policy, You may send a written request to Us at info@sbilife.co.in
- 11.2. Turn Around Time (TAT) for various services can be downloaded from: https://www.sbilife.co.in/en/services
- 11.3. 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
- 11.4. You can also give feedback on the services provided by Us at info@sbilife.co.in

12. Conflict of Terms & Condition

12.1. This policy has been issued in accordance with the provisions of the Scheme Rules as on the Date of Commencement of Policy and in the event of any amendment of the Scheme Rules, in so far as any such amendment has an effect on the benefits payable under the Policy or on the terms and conditions

- of the Policy, the amended Scheme Rules shall be operative only if the amendment is specifically approved by the Company in writing and not otherwise.
- 12.2. It shall be the responsibility of the Master Policyholder to inform the terms and conditions of the Master Policy or any subsequent amendments or modifications to the Master Policy or the renewal or non-renewal of the Policy, to its Annuitants from time to time. Any communication with regard to the Master Policy and the administration of the Scheme under the Master Policy shall be sent to the Master Policyholder only.
- 12.3. There may be situations where annuity features as per Scheme Rules and annuity features as approved under the Policy may be at conflict with each other. Under such situations annuity features as approved under the Policy will prevail upon those as per Scheme Rules.
- 12.4. The annuity features shall always be deemed to have been modified to the extent they are in conformity or compliance with the relevant IRDAI Regulations that are issued/amended or modified from time to time.
- 12.5. The IRDAI Regulations shall always prevail over the annuity features as per Scheme Rules.

EXCLUSIONS

13. Suicide Exclusion

13.1. Not applicable under the Policy.

14. Other Exclusions, if any (e.g. occupational hazard, travel)

14.1. There are no exclusions under the Policy

III. CONDITIONS WHEN A CLAIM ARISES

1. Annuity Benefit Payouts

- 1.1. We shall pay the Annuity Instalment, as per the Annuity Option and Annuity Payment Frequency. Annuity Payment Frequency, once opted for, cannot be changed subsequently
- 1.2. The first Annuity Installment shall be paid after one month or after 3 months or after 6 months or one year from the date of acceptance of the membership under the scheme based on the Annuity Payment Frequency chosen by the Annuitant/Master Policyholder, as the case may be.
- 1.3. We shall pay the Annuity Installment as per the Annuity Option which is chosen in accordance with the Scheme Rules only.
- 1.4. The Annuitant will be liable to pay all applicable taxes and levies of whatsoever nature, as levied by the Government and other statutory authorities on the Purchase Price, Annuity Instalment payouts or any other Policy benefits.
- 1.5. We will pay Annuity Installment payouts to the Annuitants directly.
- 1.6. We shall accept the membership of any Eligible Member only on receipt of Purchase Price along with the details of Annuitant(s) and relevant documents well in time, as mentioned above.

2. Death Benefit Payouts

2.1. The Master Policyholder/Claimant should intimate the death of the Annuitant in writing, stating at least the Member Policy/Annuity Certificate number, Annuitant number, cause of death and date of death.

- 2.2. Proportional Annuity Installment amount would be payable for the period between the date of last Annuity Installment paid and the date of death. If the date of death is on the due date of the Annuity Installment, then due Annuity Installment amount would be paid.
- 2.3. We shall pay the death claim, if any, to the Claimant directly or may be paid through You. Annuity Instalment/s that have fallen due and have been paid after the date of death shall be recovered.
- 2.4. We will require the following documents to process the claim:
 - 2.4.1. Annuity Certificate/Member Policy
 - 2.4.2. Valid death certificate from municipal / local authorities
 - 2.4.3. Claimant's statement and claim forms in prescribed formats
 - 2.4.4. Any other document as applicable and called for by SBI Life
 - 2.4.5. ID proof, address proof and account details of Nominee (if applicable)
- 2.5. 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.
- 2.6. In case of payment of any Annuity Installment that are paid to the Annuitant after the date of death but before the date of receipt of intimation of death of the Annuitant, the Claimant shall be liable to refund such Annuity Installments if the Annuity Installments are not payable after the death of the Annuitant as per the Annuity Option exercised by the Annuitant.
- 2.7. For any claim related assistance, call us at our Claims Helpline on Toll free Number 18002679090 (Customer Servicing Timing: 24X7) and helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7).

3. Surrender Benefit Payout

- 3.1. The Master Policyholder should submit surrender request along with all required documents.
- 3.2. We will require the following documents to process the Surrender request.
 - 3.2.1. Surrender form with MPH stamp and signature;
 - 3.2.2. Original Master Policy Document;
 - 3.2.3. Board Resolution if Authorized signatory is changed along with changed authorized signatory form;
 - 3.2.4. Any other document as applicable and called for by SBI Life.
- 3.3. In case of surrender of Master Policy, Annuitants will be given an option to continue their cover under the Policy as an individual member policy under this Policy till the end of the Member policy/Annuity Certificate.

IV. CONDITIONS FOR CANCELLATION OF THE POLICY

1. Free look provision

- 1.1. You/Annuitant have/has a Free Look Period of 30 days beginning from the date of receipt of the Master Policy Document/Member Policy/Annuity Certificate, whether received electronically or otherwise to review the terms and conditions of this Master Policy/Member Policy/Annuity Certificate.
- 1.2. For non-compulsory schemes, if You/Annuitant disagree(s) with any of the terms and conditions of this Master Policy/Member Policy/Annuity Certificate or otherwise, You/Annuitant have/has an option to cancel the Master Policy/Member Policy/Annuity Certificate by sending a request in writing to Us, stating the reasons for Your/Annuitant's objection within the Free Look Period of 30 days

beginning from the date of receipt of the Master Policy Document/Member Policy/Annuity Certificate. Upon Your/Annuitant's request and if no claim for Death Benefit has been made under the Master Policy/Member Policy/Annuity Certificate, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid to the Master Policyholder, employer or trust or entity that has purchased the Master Policy (as the case maybe), irrespective of the reasons mentioned.

1.3. For compulsory schemes, if You/Annuitant disagree(s) with any of the terms and conditions of this Policy/Member Policy/Annuity Certificate, You have an option to cancel the Policy and the Annuitant has an option to change the Annuity Option during the Free Look Period and continue the Member Policy/Annuity Certificate. The Annuitant will also have an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rates to the extent of percentage, as stipulated by the Authority from time to time, (currently 50% of the entire proceeds of the pension policy net of commutation is permitted). Upon Your request and if no claim for Death Benefit has been made under the Policy/Member Policy/Annuity Certificate, We will refund the Premium paid after deducting the Annuity Installment paid, if any and the stamp duty paid to You, the employer or the trust or entity that has purchased the Policy (as the case maybe), irrespective of the reasons mentioned.

2. Surrender

- 2.1. Surrender Value is available only under Deferred Annuity Options and an annuity policy can be surrendered during the deferment period only.
- 2.2. We will pay the Surrender Value subject to the terms and conditions specified at Clause II (7.2) of the Policy.

3. Termination

- 3.1. The Master Policy can be terminated by You at any point in time by writing to Us; however, it would be subject to Our receiving all information necessary to service annuity benefits with respect to the active Member Policies/Annuity Certificates at that point in time.
- 3.2. Once terminated, We will not be able to add further members under the current Master Policy.
- 3.3. The Master Policy may be discontinued at the option of the Master Policyholder or Us by giving the other party at least 60 days prior notice in writing without assigning any reasons whatsoever.
- 3.4. In case the Master Policy is discontinued, We will continue to make Annuity Installment payments to the existing Annuitants and Our liability would be limited to the Annuity Installment payout for which the Purchase Price has been received and annuity rates are not guaranteed for new members/transactions.
- 3.5. Annuity rates are also not guaranteed for the subsequent purchase of additional Annuity Installment payments for existing Annuitants. The additional Annuity Installment payment will be based on the then prevailing annuity rates at the time of purchase of additional Annuity Installment.
- 3.6. In case the Master Policy is discontinued by Us, no new group member will be allowed to join the Policy.

V. CONDITIONS FOR GRIEVANCE REDRESSAL

- 1. In case the Master Policyholder/Annuitant have any query or complaint/grievance, he/she may approach the Our Servicing Branch, as stated in the Premium Receipt issued to the Master Policyholder or the nearest SBI Life Office.
- 2. Master Policyholder/Annuitant can also call Us on Our toll-free number: 1800 267 9090 (Customer Service Timing: 24X7 and helpline for NRI customers: +91-022 6928 9090 (Customer Service Timing: 24X7) these timings are subject to change) and write Us on info@sbilife.co.in
- 3. If Master Policyholder/Annuitant are not satisfied with Our decision or have not received any response within 15 days, he/she may contact the following official for resolution:

Head - Client Relationship, SBI Life Insurance Company Limited, 7th Level (D Wing) & 8th Level, Seawoods Grand Central, Tower 2, Plot No. R-1, Sector 40, Seawoods, Nerul Node, Navi Mumbai - 400 706, Dist. Thane, Maharashtra, Telephone No: 022-6645 6785 Email Id: hcr@sbilife.co.in

- 4. In case the complaint is not fully attended by Us within 15 days of lodging the complaint through Our Grievance Redressal Mechanism; You/Annuitant 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/Annuitant may send an email on complaints@irdai.gov.in.
- 5. **The Postal Address of IRDAI for communication for complaints by paper:** Policyholders' Protection Grievance Redressal Department, Insurance Regulatory and Development Authority of India, SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad 500032
- 6. In case Master Policyholder/Annuitant is not satisfied with the decision or not received a response within 1 month from the date of filing the complaints with Us and the issue pertains to Rule 13 and 14(3) of the Insurance Ombudsman Rules, 2017, You/Annuitant may approach the Insurance Ombudsman. You/Annuitant 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 'Other Terms and Provision'.
- 7. The addresses of the Insurance Ombudsman and the Insurance Ombudsman Rules, 2017, are, available on the website of IRDAI, https://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, JeevanSeva Annexe, S.V. Road, Santa Cruz (W), Mumbai – 400 054. Tel.: +91 – 22 –69038800/27/29/31/32/33,

Email: oio.mumbai@cioins.co.in

8. The list of addresses of insurance ombudsman has been enclosed along with this document as Annexure IV

VI. OTHER TERMS AND PROVISIONS

1. Communications

- 1.1. We will communicate to You/Annuitant in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 1.2. We will send correspondence to the mailing address, email ID or mobile You have provided in the proposal form/membership forms or to the changed address, as intimated to Us.
- 1.3. You should also communicate in writing and deliver the correspondence by hand, post, facsimile, e-mail or any other approved mode.
- 1.4. All Your correspondence should be addressed to any of SBI Life branch offices or to its Central Processing Centre at the address below:

SBI Life Insurance Company Limited 7th Level (D Wing) & 8th Level, Seawoods Grand Central, Tower 2, Plot No. R-1, Sector 40, Seawoods, Nerul Node, Navi Mumbai - 400 706 Dist. Thane, Maharashtra

Telephone: +91 - 22 - 6645 6000 Facsimile: +91 - 22 - 6645 6654 Email: groupops@sbilife.co.in

- 1.5. We may change the address stated above and intimate the Master Policyholder of such change by suitable means.
- 1.6. Any such notice, information and instruction shall be deemed to have been received by the Master Policyholder after 7 days of our posting / sending the same, or immediately upon receipt by the master policyholder in the case of recorded hand delivery or courier, facsimile or e-mail.
- 1.7. Where the Member Policy/Annuity Certificate is being issued by the Master Policyholder, We shall have the authority to conduct surprise checks and inspect Your books and records, to ensure that the books are correctly maintained and appropriate Premiums are being collected.
- 1.8. It is important to keep Us informed of Your change in address and any other communication details.

2. Taxation

2.1. You/ the Annuitant are liable to pay all the taxes, including applicable taxes and/or any other statutory levy/duty/ surcharge on the purchase price, at a rate as notified by the State Government or

Central Government of India or other Authorities, from time to time as per the provisions of the prevalent tax laws.

- 2.2. You/ the Annuitant are advised to check the applicable income tax laws in India, which are subject to change from time to time. Please consult Your tax advisor for details.
- 2.3. In case We are required to deduct or withhold any tax at source from the Annuity Instalments payments under any statutes, We will effect such deductions or withhold such payments.

3. Assignment

3.1. Assignment will be as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

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

4. The Contract

- 4.1. The terms of your Master Policy may be varied at any time by written agreement between the Company and the Master Policyholder and endorsed on the Policy.
- 4.2. The Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined in accordance with the laws of India and the Courts of India shall have exclusive jurisdiction in case of any disputes.

5. Legislative Changes

5.1. The terms and conditions including Premiums and the benefits payable under this Master Policy are subject to variation in accordance with the relevant legislations.

6. Governing laws and jurisdiction

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

7. 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 as Annexure I for reference.]

8. Rule 13 of Ombudsman Rules, 2017

- 8.1. 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;

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- 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 the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
- 8.2. 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.
- 8.3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
- 8.4. 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.

9. Rule 14 of Ombudsman Rules, 2017

- 9.1. 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.
- 9.2. 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.
- 9.3. 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;

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- 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
- 9.4. 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.
- 9.5. 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.

10. Protection of Policyholders' Interest

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

Annexure-I

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 are as follows:

- 01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 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.

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

whichever is later.

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

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

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

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

Annexure-II

Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time and as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- 01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 03. Nomination can be made at any time before the maturity of the policy.
- 04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13. Where the policyholder whose life is insured nominates his

- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them

The nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Annexure-III

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 dated 23.03.2015. The extant provisions in this regard are as follows:

- 01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
- a. not bonafide or
- b. not in the interest of the policyholder or
- c. not in public interest or
- d. is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.

- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
- a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
- b. where the transfer or assignment is made upon condition that
- i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
- ii. the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
- b. may institute any proceedings in relation to the policy
- c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

Annexure-IV

List of Ombudsman Centers with Address

Office of the Ombudsman	Contact Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESWAR	Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
CHANDIGARH	Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
косні	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: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.