Part A

WELCOME LETTER

Date: <<dd/mm/yyyy>>

To,
<< >>
<< >>
<< >>
<< >>
<< >>
Contact Details: << >>
Father's Name: << >>

Customer No.	:	<< >>
Policy No.	:	<< >>
Product Name	:	< >>
UIN	:	<<111N110V01>>

Dear << >>

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

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

Please note this is a << Regular>> premium payment insurance policy. <<The premium due dates are: <<dd/mm/>>>> of every year.

1. **For any information/ clarification, please contact**: Your local SBI Life service branch <<SBI Life branch address>>

2. Your Sourcing Bank/Branch is << Sourcing Bank / Branch >> and Facilitator << Facilitator Name / Code / Contact Details>>

3. In case you have any complaint/grievance you may contact the following official for resolution:
<<Regional Director's address >>

4. We enclose the following as a part of the Policy booklet:
   4.1 Policy Document.
   4.2 First Premium Receipt.
   4.3 Copy of proposal form signed by you.
   4.4 Copy of KYC and other documents as follows:

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

5. In case of any clarification/discrepancy, Call us toll free at our customer service helpline **1800229090** or email us at info@sbilife.co.in, also visit us at www.sbilife.co.in

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

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

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

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

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Free Look Option
You can review the terms and conditions of the policy, within 15 days for policies sourced through any channel other than Distance Marketing and within 30 days for electronic policies and policies sourced through Distance Marketing Channel, from the date of the receipt of the policy document. If you disagree with any of the terms and conditions, you have the option to return the policy stating the reasons for your objection. Premiums paid by you will be refunded after deducting stamp duty and cost of medical expenses incurred. The proportionate risk premium for the period of cover will also be deducted.
Your request for cancellation of the policy under the free look option must reach your nearest SBI Life Office within a period of 15 days or 30 days, as the case may be, as mentioned above.

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

Yours truly,
<signature>

<<(Name of Signatory)>>
<<(Designation of Signatory)>>

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

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Welcome Letter – Regional Language

First Premium Receipt

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KEY FEATURES DOCUMENT

Congratulations on your purchase. SBI Life – Poorna Suraksha (UIN: 111N110V01) offers you <<Benefit summary>>

1	**Aim of policy**	
2	**Benefits of the policy**	
3	**Other benefits**	
4	**Policy Surrender**	
5	**Paid Up Value**	
6	**Loans on the Policy**	
7	**Exclusions**	
8	**Grace period**	
9	**Revival**	
10	**Free look provision**	
11	**Tax**	
12	**Claim**	

Note: This document contains brief information about the key features of the Product. The same shall not be construed as terms and conditions of the Policy or part thereof. For detailed terms and conditions governing the Policy, please read all parts of the Policy document. In case of any conflict between the information given in the Key Features document and the terms and conditions of the policy, the terms and conditions of the Policy shall prevail.

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SBI Life Insurance Company Limited

Registration Number: 111 Regulated by IRDAI

POLICY DOCUMENT

SBI LIFE – POORNA SURAKSHA

UIN: << 111N110V01 >>

(A NON-LINKED NON-PARTICIPATING TERM LIFE ASSURANCE PLAN WITH CRITICAL ILLNESS COVER)

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 22 9090 (Between 9.00 am & 9.00 pm)

Policy Preamble

Welcome to your ***SBI Life* – Poorna Suraksha** policy and thank you for preferring **SBI Life Insurance Company Limited** to provide you with insurance solutions. The UIN allotted by IRDAI for this product is 111N110V01.

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

We request you to read this policy schedule along with the policy booklet. If you find any errors, please return your policy document for effecting corrections.

SBI Life – Poorna Suraksha is a term assurance plan with the added advantage of Increasing Critical Illness (CI) cover. In return for your premiums we will provide benefits as described in the following pages of the policy document. The benefits available under this policy are subject to the payment of future premiums as and when due.

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

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

If you require further information, please contact us or the Agent/ facilitator mentioned below.

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

Policy Schedule

Identification

1. Policy Number	<< as allotted by system >>
2. Proposal No.	<< from the proposal form >>
3. Proposal Date	<< dd/mm/yyyy >>
4. Customer ID	<< as allotted by system >>

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Personal information		
5. Name of the life assured	<< Title / First Name / Surname of the life assured >>	
6. Name of proposer / policyholder	<< Title / First Name / Surname of the policyholder >>	
7. Date of Birth	Life Assured	Policyholder
	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
8. Age at entry	Life Assured	Policyholder
9. Gender	Life Assured	Policyholder
	<< Male / Female >>	<< Male / Female >>
10. Mailing Address	<< Address for communication >>	
11. Telephone Number with STD Code		
12. Mobile Number		
13. E-Mail ID of the policyholder	<< E-Mail ID of the policyholder >>	

Nomination			
14. Name of the Nominee(s)	Relationship with the life assured	Age	Percentage share
15. Name of the Appointee(s)	Relationship with nominee	Age	

Important dates	
16. Date of commencement of policy	<< dd/mm/yyyy >>
17. Date of commencement of risk	<< dd/mm/yyyy >>
18. Policy anniversary date	<< dd/mm>>
19. Premium due dates	<< >>
20. Due Date of Last Premium	<< dd/mm/yyyy >>
21. Date of expiry of term	<< dd/mm/yyyy >>

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Basic policy information	
22. Basic Sum Assured (Rs.)	<< >>
23. Initial Life Cover Sum Assured (Rs.)	<< at inception >>
24. Initial Critical Illness Sum Assured (Rs.)	<< at inception >>
25. Premium frequency	<< Yearly / Half yearly / Monthly >>
26. Installment Premium	<< >>

Base plan and Rider(s)						
Benefit	Initial Sum Assured (Rs.)	Policy Term (Years)	Premium payment term (Years)	Installment Premium (Rs.) <<This cell would give premium net of staff rebate, if any>>	Due date of last premium	Cover End Date
Life Cover Benefit		<< >>	<< >>		<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
Critical Illness (CI) Benefit						
Total Installment Premium, excluding Taxes						
Applicable Taxes	<< >>					
Applicable rate of Tax*	<<xx.xx%>>					
Total Installment Premium, including taxes						

*includes Applicable Taxes and/ or any other Statutory levy/ duty/ surcharge, as notified by the Central and/or State Government from time to time as per the provisions of the prevalent tax laws.

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<< To be printed wherever applicable >>

Applicable clauses

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

We have provided the following discount to you on your premium

Premium	
Discount applicable on the tabular premium	<< 6% >>

Effective Sum Assured Table

Please refer the Sum Assured Schedule attached herewith

Policy Year	Life Cover Sum Assured	Critical Illness Sum Assured	Basic Sum Assured

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

Authorised Signatory			
Name			
Designation			
Date		Place	

The stamp duty of Rs. <<….>> (Rupees……only) paid by pay order, vide receipt no. <<……>> dated << >>. Government notification Revenue and Forest Department No. Mudrank <<…………………>> dated <<…….>>

<< Digital Signature >>

(Signature)
Proper Officer

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

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Policy Booklet

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Part B

This is your policy booklet containing the various terms and conditions governing your policy. This policy booklet should be read in conjunction with the policy schedule and other related documents of your policy.

If you find any errors, please return the policy for effecting corrections.

1. Definitions

These definitions apply throughout your policy document.

The definitions are listed alphabetically. Items marked with † alongside are mentioned in your policy schedule.

Expressions	Meanings
1. Age	is the age last birthday; i.e., the age in completed years.
2. Age at entry †	is the age last birthday on the date of commencement of your policy.
3. Appointee †	is the person who is so named in the proposal form or subsequently changed by an endorsement, who has the right to give a valid discharge to the policy monies in case of the death of the life assured during the term of the policy while the nominee is a minor.
4. Assignee	is the person to whom the rights and benefits under this policy are transferred by virtue of an assignment under Section 38 of the Insurance Act, 1938, as amended from time to time.
5. Base Premium	is equal to total premium under the policy excluding applicable taxes and less underwriting extra premiums, if any.
6. Basic Sum Assured †	is the amount of insurance cover granted under the Policy, i.e. the sum of Life Cover sum assured and CI sum assured. The Basic sum assured would remain constant throughout the policy term.
7. Beneficiary†	the persons nominated by the policy owner to receive the insurance benefits under the provisions of your policy. The Beneficiary may be you, or the nominee or the assignee or the legal heirs as the case may be. The beneficiary may be stated in the policy schedule or may be changed or added subsequently.
8. Critical Illness (CI) Benefit	is the amount payable on diagnosis of one of the covered CI conditions
9. Cover End Date †	is the date on which the benefit terminates on expiry of the benefit term.
10. Date of commencement of policy †	is the start date of your policy.
11. Date of commencement of risk †	is the date from which the insurance cover under the policy commences. This date is the same as "Date of inception".
12. Date of revival	is the date on which the policy benefits are restored at the conclusion of the revival process
13. Death Benefit	is the amount payable on death of the life assured during the policy term.
14. Diagnosis	shall mean a process of determining by examination the causes of illness. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company
15. Endorsement	a change in any of the terms and conditions of your policy, agreed to or

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	issued by us, in writing.
16. Effective Life Cover Sum Assured	is the sum assured payable on death of the life assured applicable for the policy year in which the death has occurred. The same is given under Effective Sum Assured table.
17. Effective Critical Illness (CI) Sum Assured	is the sum assured payable on life assured getting diagnosed with one of the covered CIs, applicable for the policy year in which the CI has been diagnosed. The same is given under Effective Sum Assured table.
18. Free-look period	is the period during which you have the option to return the policy if you are not satisfied with the terms and conditions of the policy and cancel the contract.
19. Grace period	is the period from the premium due date during which you can pay the premium without any late fees, interest & other requirements and the policy is considered to be in-force.
20. In-force	is the status of the policy when all the due premiums have been paid upto date.
21. Initial Sum Assured †	is the sum assured as on the date of commencement of policy consisting of 2 parts – Life Cover Sum Assured and CI Sum Assured.
22. Instalment premium †	is the contractual amount payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. Applicable taxes and levies if any, would be payable in addition.
23. Lapse	is the status of the policy when a due premium is not paid before the expiry of grace period.
24. Life assured †	is the person in relation to whose life insurance and other benefits are granted under the policy.
25. Medical Advice	Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription
26. Nominee †	is the person who is named as the nominee in the proposal form or changed by an endorsement, as per section 39 of the Insurance Act, 1938, as amended from time to time and who has the right to give a valid discharge to the policy monies in case of the death of the life assured during the term of the policy, if such nomination is not disputed.
27. Non-participating	means that your policy does not have a share in our profits.
28. Physician / Medical Practitioner	A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license and who is neither the life insured himself nor related to the life insured by blood or marriage. The term Medical Practitioner will include surgeons, anesthetists, consultants, pathologists, radiologists, radiation oncologists and specialists.
29. Policyholder or Policy Owner †	is the owner of the policy and is referred to as the proposer in the proposal form. The policy owner need not necessarily be the same person as the life assured.
30. Policy anniversary	is the same date and month each year during the policy term as the date of commencement. If the date of commencement is on 29th of February, the policy anniversary will be the last date of February.
31. Policy document	means the policy schedule, policy booklet and endorsements (if any). Any subsequent written agreements (if any) mutually agreed by you and us during the term of the policy also forms a part of the Policy document.
32. Policy Schedule	is the document that sets out the details of your policy.

33.	Policy Term †	is the period, in years, during which the contractual benefits are payable.
34.	Policy Year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day of the policy anniversary and excludes the next policy anniversary day.
35.	Premium frequency †	is the periodicity at which the installments are payable under the policy; the premium frequency can be either of Yearly, Half-yearly or Monthly.
36.	Premium paying term †	is the period, in years, over which premiums are payable.
37.	Premium Waiver Benefit	Under this benefit, once a claim under CI is approved by us, all future premiums under the policy will be waived for the rest of the policy term, starting from the date of diagnosis of critical illness, provided the policy is in-force.
38.	Pre-existing condition	Pre-existing condition means any condition, ailment or Injury or related condition(s) (e.g. illnesses, symptoms, treatments, pains and surgery), for which you had signs or symptoms and/or were diagnosed and/or received medical advice/treatment within 48 months immediately preceding the date of proposal for a policy under this product for the first time and such a condition will be deemed to be pre-existing.
39.	Revival	is the process of restoring the benefits under the policy which are otherwise not available due to non-payment of premiums on due dates, resulting in the lapsation of the policy.
40.	Revival period	is a 2-year period from the due date of first unpaid premium.
41.	Surrender	is the voluntary termination of the policy by the policyholder before the expiry of the policy term. There is no surrender value under this product.
42.	Survival Period	shall mean the period of 14 days from the date of diagnosis of covered CI during which the insured member must survive for the covered CI claim to be admitted – i.e. if any of the listed CI occurs, the life assured will have to survive the period specified as the Survival Period for the claim to be accepted as a valid claim.
43.	Underwriting	is the process of classification of lives into appropriate homogeneous groups based on the underlying risks. Based on underwriting, a decision is taken on whether a risk cover can be granted and if so at what rates of premium and under what terms.
44.	Waiting Period	is the initial period of 90 days from the Date of Commencement of Risk or from the date on which the cover is reinstated after the completion of revival process, whichever is later, during which if any CI claim event occurs, no CI benefit will be payable. Any CI claim event under any of the listed CIs during the Waiting Period as defined under this policy will not be covered. For the purpose of this policy, Waiting Period, if not specifically mentioned in the definition of any of the Critical Illnesses covered, will be 90 days.
45.	We, Us, Our	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority of India (IRDAI). The registration number allotted by the IRDAI is 111.
46.	You, Your †	is the person named as the Policyholder.

The above definitions are provided only for the purpose of proper comprehension of the terms and 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.

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2. Abbreviations

Abbreviation	Stands for
CI	Critical Illness
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
UIN	Unique Identification Number (allotted by IRDAI for this product)
PUV	Paid-Up Value
SA	Sum assured
PWB	Premium Waiver Benefit

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

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Part C

3. Policy Benefits

3.1. **Life Stage Rebalancing**

3.1.1. The Life Stage Rebalancing feature rebalances your Basic sum assured between Life Cover benefit and Critical illness benefit.

3.1.2. As on the date of commencement of the policy, the Basic Sum Assured would be split between Life Cover benefit and Critical illness benefit in the proportion of 80:20 respectively. There would be an increase in CI SA on a year on year basis, as mentioned in the table below.

Policy term (in years)	10	15	20	25	30
Increase in the CI SA per year	15%	10%	7.5%	6%	5%

3.1.3. The percentage of increase is calculated on the initial critical illness benefit as at the inception of the policy and the amount of increase in absolute terms would be constant every year.

3.1.4. The decrease in Life Cover benefit SA would be equal to the increase in CI SA. The changes in Life Cover benefit SA and Critical illness SA through life stage rebalancing will be effected only on policy anniversary date every year.

3.1.5. The Basic sum assured (Life Cover benefit SA + CI SA) shall always remain constant throughout the policy term.

3.2. **Life Cover Benefit**

If the policy is in-force on the date of death of the Life Assured,

3.2.1. We will pay the Effective **Life Cover** Benefit Sum Assured as per the Effective Sum Assured Table.

3.3. **Critical Illness Benefit**

3.3.1. We will pay the Effective Critical Illness Sum Assured as per the Effective Sum Assured Table, upon diagnosis of one of the covered critical illnesses, provided the policy is in-force.

3.3.2. On payment of CI sum assured, the CI benefit shall cease immediately. The policy will be in-force for Life Cover benefit sum assured for the remaining term of the policy.

3.3.3. Once a CI claim is accepted, all future premiums under the policy will be waived for the rest of the policy term starting from the date of diagnosis of the CI.

3.3.4. Survival of life assured for a period of 14 days [excluding the date of diagnosis] from the date of diagnosis of the covered CI is mandatory. No CI benefit is payable if the life assured dies within 14 days from the date of diagnosis of the covered CI.

3.3.5. The Waiting period for payment of Critical Illness benefits under the policy shall be 90 days from the date of commencement of risk or date of revival of the policy, whichever is later. No CI benefit is payable if the life assured is diagnosed with the covered CI within the waiting period. The waiting period is applicable only for the CI benefit and not for Life Cover benefit.

3.3.6. The CI benefit does not acquire any paid up value.

3.3.7. The CI benefit shall cease if the policy lapses for non-payment of premium.

3.3.8. Critical Illness Benefit is payable only when the claim is found admissible and there is no suppression or non-disclosure of material facts.

3.3.9. Only one critical illness benefit claim is admissible under the policy during the entire term of the policy. Once a critical illness benefit claim is admitted, the critical illness benefit shall cease automatically.

3.3.10. In the event that the claim is not approved, Premium Waiver benefit would not be available to the policyholder. Thus, the premium paid after the date of diagnosis of the CI and the future due premiums would be required to keep the policy in force.

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3.3.11. In the event that a second CI is diagnosed between the date of diagnosis of the first CI and the date of approval of the claim:

3.3.11.1. In case the first CI claim gets approved, the CI benefit would be paid and the policyholder would not be eligible for a second CI claim and the policy would continue for death benefit only.

3.3.11.2. In case the first CI claim gets rejected, we would consider the second CI claim and the same treatment as for first claim would be used for payment/refund of premiums.

3.3.12. Also, in case a CI claim is filed with us, the policyholder cannot file another CI claim till the time we have intimated the decision for the first filed CI claim to the policyholder. However, the nominee can claim for the death benefit in case death occurs while we are processing the CI claim.

3.3.13. At the time of assessment of critical illness benefit claim, if it is revealed that there was a suppression of material fact[s] at the time of applying for the policy, the benefits payable under the policy shall be subject to the provisions of Section 45 of the Insurance Act, 1938, as amended from time to time.

3.3.14. Definitions of Illnesses covered and exclusions under the plan are as follows:

3.3.14.1 Cancer of specified severity

3.3.14.1.1 A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

3.3.14.1.2 The following are excluded –

3.3.14.1.2.1 All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.

3.3.14.1.2.2 Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

3.3.14.1.2.3 Malignant melanoma that has not caused invasion beyond the epidermis;

3.3.14.1.2.4 All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0

3.3.14.1.2.5 All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

3.3.14.1.2.6 Chronic lymphocytic leukaemia less than RAI stage 3

3.3.14.1.2.7 Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

3.3.14.1.2.8 All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

3.3.14.1.2.9 All tumors in the presence of HIV infection.

3.3.14.2 Myocardial Infarction (First Heart Attack of specific severity)

3.3.14.2.1 The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

3.3.14.2.1.1 A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)

3.3.14.2.1.2 New characteristic electrocardiogram changes

3.3.14.2.1.3 Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

3.3.14.2.2 The following are excluded:

3.3.14.2.2.1 Other acute Coronary Syndromes,

3.3.14.2.2.2 Any type of angina pectoris,

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3.3.14.2.2.3 A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3.3.14.3 Coronary Artery Bypass Graft (Open, Keyhole or minimally invasive or Robotic Cardiac CABG)

3.3.14.3.1 The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

3.3.14.3.2 The following are excluded:

3.3.14.3.2.1 Angioplasty and/or any other intra-arterial procedures

3.3.14.4 Open Heart Replacement or Repair of Heart Valves

3.3.14.4.1 The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

3.3.14.5 Coma of Specified Severity

3.3.14.5.1 A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

3.3.14.5.1.1 no response to external stimuli continuously for at least 96 hours;

3.3.14.5.1.2 life support measures are necessary to sustain life; and

3.3.14.5.1.3 permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

3.3.14.5.1.4 The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

3.3.14.6 Kidney Failure Requiring Regular Dialysis

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

3.3.14.7 Stroke Resulting in Permanent Symptoms

3.3.14.7.1 Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

3.3.14.7.2 The following are excluded:

3.3.14.7.2.1 Transient ischemic attacks (TIA)

3.3.14.7.2.2 Traumatic injury of the brain

3.3.14.7.2.3 Vascular disease affecting only the eye or optic nerve or vestibular functions.

3.3.14.8 Major Organ /Bone Marrow Transplant

3.3.14.8.1 The actual undergoing of a transplant of:

3.3.14.8.1.1 One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

3.3.14.8.1.2 Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

SAMPLE

3.3.14.8.2 The following are excluded:
- 3.3.14.8.2.1 Other stem-cell transplants
- 3.3.14.8.2.2 Where only islets of langerhans are transplanted

3.3.14.9 Permanent Paralysis of Limbs

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

3.3.14.10 Motor Neuron Disease with Permanent Symptoms

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

3.3.14.11.Multiple Sclerosis with Persisting Symptoms

3.3.14.11.1. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
- 3.3.14.11.1.1. Investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- 3.3.11.11.1.2 there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- 3.3.11.11.1.3 Other causes of neurological damage such as SLE and HIV are excluded.

3.3.14.12 Benign Brain Tumor

3.3.14.12.1 Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI

3.3.14.12.2 This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist
- 3.3.14.12.2.1 Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- 3.3.14.12.2.2 Undergone surgical resection or radiation therapy to treat the brain tumor

3.3.14.12.3 The following conditions are excluded
- 3.3.14.12.3.1 Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord

3.3.14.13 Blindness

3.3.14.13.1 Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident

3.3.14.13.2 The Blindness is evidenced by
- 3.3.14.13.2.1 corrected visual acuity being 3/60 or less in both eyes or
- 3.3.14.13.2.2 the field of vision being less than 10 degrees in both eyes

3.3.14.13.3 The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure

SAMPLE

3.3.14.14 Deafness

3.3.14.14.1. Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears

3.3.14.15 End Stage Lung Failure

3.3.14.14.2. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following

3.3.14.14.2.2. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and

3.3.11.15.1.2 Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and

3.3.11.15.1.3 Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and

3.3.11.15.1.4 Dyspnea at rest

3.3.14.16 End Stage Liver Failure

3.3.14.14.3. Permanent and irreversible failure of liver function that has resulted in all three of the following

3.3.14.14.3.3. Permanent jaundice; and

3.3.11.16.1.1 Ascites; and

3.3.11.16.1.2 Hepatic encephalopathy

3.3.14.14.4. Liver failure secondary to drug or alcohol abuse is excluded

3.3.14.17 Loss of Speech

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

3.3.14.17.2 All psychiatric related causes are excluded

3.3.14.18 Loss of Limbs

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

3.3.14.19 Major Head Trauma

3.3.14.19.1 Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes

3.3.14.19.2 The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology

3.3.14.19.3 The Activities of Daily Living are

3.3.14.19.3.1 Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;

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3.3.14.19.3.2 Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3.3.14.19.3.3 Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa
3.3.14.19.3.4 Mobility: the ability to move indoors from room to room on level surfaces;
3.3.14.19.3.5 Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
3.3.14.19.3.6 Feeding: the ability to feed oneself once food has been prepared and made available
3.3.14.19.4 The following are excluded
3.3.14.19.4.1 Spinal cord injury;

3.3.14.20 Primary (Idiopathic) Pulmonary Hypertension

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

3.3.14.21 Third Degree Burns

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

3.3.14.22 Alzheimer's Disease

3.3.14.22.1 Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 3 months:
3.3.14.22.2 Activities of Daily Living are defined as:
3.3.14.22.2.1 Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means
3.3.14.22.2.2 Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3.3.14.22.2.3 Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
3.3.14.22.2.4 Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
3.3.14.22.2.5 Feeding – the ability to feed oneself once food has been prepared and made available.
3.3.14.22.2.6 Mobility - the ability to move from room to room without requiring any physical assistance.

SAMPLE

3.3.14.22.3 The following are excluded:
- 3.3.14.22.3.1 Any other type of irreversible organic disorder/dementia
- 3.3.14.22.3.2 Non-organic disease such as neurosis and psychiatric illnesses; and
- 3.3.14.22.3.3 Alcohol-related brain damage.

3.3.14.23 Aplastic Anaemia

3.3.14.23.1 Chronic Irreversible persistent bone marrow failure which results in Anaemia, Neutropenia and Thrombocytopenia requiring treatment with at least TWO of the following:
- 3.3.14.23.1.1 Regular blood product transfusion;
- 3.3.14.23.1.2 Marrow stimulating agents;
- 3.3.14.23.1.3 Immunosuppressive agents; or
- 3.3.14.23.1.4 Bone marrow transplantation.

3.3.14.23.2 The diagnosis and suggested line of treatment must be confirmed by a Haematologist acceptable to the Company using relevant laboratory investigations, including bone-marrow biopsy. Two out of the following three values should be present:
- 3.3.14.23.2.1 Absolute neutrophil count of 500 per cubic millimetre or less;
- 3.3.14.23.2.2 Absolute erythrocyte count of 20 000 per cubic millimetre or less; and
- 3.3.14.23.2.3 Platelet count of 20 000 per cubic millimetre or less.

3.3.14.23.3 Temporary or reversible aplastic anaemia is excluded.

3.3.14.24 Medullary Cystic Kidney Disease

3.3.14.24.1 Medullary Cystic Kidney Disease where the following criteria are met:
- 3.3.14.24.1.1 the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- 3.3.14.24.1.2 clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- 3.3.14.24.1.3 the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

3.3.14.24.2 Isolated or benign kidney cysts are specifically excluded from this benefit.

3.3.14.25 Parkinson's Disease

3.3.14.25.1 The unequivocal diagnosis of primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) made by a consultant neurologist. This diagnosis must be supported by all of the following conditions:
- 3.3.14.25.1.1 The disease cannot be controlled with medication; and
- 3.3.14.25.1.2 Objective signs of progressive impairment; and
- 3.3.14.25.1.3 There is an inability of the Life assured to perform (whether aided or unaided) at least 3 of the following five (6) "Activities of Daily Living" for a continuous period of at least 6 months. The Activities of Daily Living are:
  - 3.3.14.25.1.3.1 Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
  - 3.3.14.25.1.3.2 Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
  - 3.3.14.25.1.3.3 Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
  - 3.3.14.25.1.3.4 Mobility: the ability to move indoors from room to room on level surfaces;
  - 3.3.14.25.1.3.5 Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

SAMPLE

3.3.14.25.1.3.6 Feeding: the ability to feed oneself once food has been prepared and made available.

3.3.14.25.2 Drug-induced or toxic causes of Parkinsonism are excluded.

3.3.14.26 Systemic Lupus Erythematosus (SLE) with Lupus Nephritis

3.3.14.26.1 A multi-system, mutlifactorial, autoimmune disease characterized by the development of auto-antibodies directed against various self-antigens. In respect of this Contract, Systemic Lupus Erythematosus (SLE) will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology and Immunology. There must be positive antinuclear antibody test

3.3.14.26.2 Other forms, discoid lupus, and those forms with only haematological and joint involvement will be specifically excluded

3.3.14.26.3 WHO Classification of Lupus Nephritis:

3.3.14.26.3.1 Class I: Minimal change Lupus Glomerulonephritis – Negative, normal urine.

3.3.14.26.3.2 Class II: Messangial Lupus Glomerulonephritis – Moderate Proteinuria, active sediment

3.3.14.26.3.3 Class III: Focal Segmental Proliferative Lupus Glomerulonephritis – Proteinuria, active sediment

3.3.14.26.3.4 Class IV: Diffuse Proliferative Lupus Glomerulonephritis – Acute nephritis with active sediment and / or nephritic syndrome.

3.3.14.26.3.5 Class V: Membranous Lupus Glomerulonephritis – Nephrotic Syndrome or severe proteinuria.

3.3.14.27 Apallic Syndrome

3.3.14.27.1 Universal necrosis of the brain cortex, with the brain stem remaining intact. Diagnosis must be definitely confirmed by a Registered Medical practitioner who is also a neurologist holding such an appointment at an approved hospital. This condition must be documented for at least one (1) month.

3.3.14.28 Major Surgery Of Aorta

3.3.14.28.1 The actual undergoing of surgery for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.

3.3.14.28.2 The term "aorta" means the thoracic and abdominal aorta but not its branches

3.3.14.28.3 Surgery performed using only minimally invasive or intra-arterial techniques are excluded.

3.3.14.29 Brain Surgery

3.3.14.29.1 The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy with removal of bone flap to access the brain is performed. The following are excluded:

3.3.14.29.1.1 Burr hole procedures, transphenoidal procedures and other minimally invasive procedures such as irradiation by gamma knife or endovascular embolizations, thrombolysis and stereotactic biopsy

3.3.14.29.1.2 Brain surgery as a result of an accident

3.3.14.30 Fulminant Viral Hepatitis

3.3.14.30.1 A submassive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

3.3.14.30.1.1 rapid decreasing of liver size as confirmed by abdominal ultrasound; and

SAMPLE

3.3.14.30.1.2 necrosis involving entire lobules, leaving only a collapsed reticular framework(histological evidence is required); and
3.3.14.30.1.3 rapid deterioration of liver function tests; and
3.3.14.30.1.4 deepening jaundice; and
3.3.14.30.1.5 hepatic encephalopathy
3.3.14.30.2 Hepatitis B infection carrier alone does not meet the diagnostic criteria
3.3.14.30.3 This excludes Fulminant Viral Hepatitis caused by alcohol, toxic substance or drug.

3.3.14.31 Cardiomyopathy

3.3.14.31.1 An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent for atleast six (6) months, based on the following classification criteria:
3.3.14.31.1.1 Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced. The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

3.3.14.32 Muscular dystrophy

3.3.14.32.1 A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle based on three (3) out of four (4) of the following conditions:
3.3.14.32.1.1 Family history of other affected individuals;
3.3.14.32.1.2 Clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;
3.3.14.32.1.3 Characteristic electromyogram; or
3.3.14.32.1.4 Clinical suspicion confirmed by muscle biopsy.
3.3.14.32.2 The diagnosis of muscular dystrophy must be unequivocal and made by a consultant neurologist.
3.3.14.32.3 The condition must result in the inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the six (6) 'Activities of Daily Living' as defined, for a continuous period of at least six (6) months. Activities of Daily Living are defined as:
3.3.14.32.3.1 Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
3.3.14.32.3.2 Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3.3.14.32.3.3 Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
3.3.14.32.3.4 Mobility: the ability to move indoors from room to room on level surfaces;
3.3.14.32.3.5 Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
3.3.14.32.3.6 Feeding: the ability to feed oneself once food has been prepared and made available

3.3.14.33 Poliomyelitis

3.3.14.33.1 The occurrence of Poliomyelitis where the following conditions are met:
3.3.14.33.1.1 Poliovirus is identified as the cause and is proved by Stool Analysis
3.3.14.33.1.2 Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.
3.3.14.33.2 The diagnosis of Poliomyelitis must be confirmed by a Registered Medical Practitioner who is a neurologist.

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3.3.14.34 Pneumonectomy

3.3.14.34.1 The undergoing of surgery on the advice of a consultant medical specialist to remove an entire lung for any physical injury or disease.

3.3.14.35 Severe Rheumatoid Arthritis

3.3.14.35.1 The Severe Rheumatoid Arthritis with all of the following factors.

3.3.14.35.1.1 Is in accordance with the criteria on Rheumatoid Arthritis of the American College of Rheumatology and has been diagnosed by the Rheumatologist.

3.3.14.35.1.2 At least 3 joints are damaged or deformed such as finger joint, wrist, elbow, knee joint, hip joint, ankles, cervical spine or feet toe joint as confirmed by clinical and radiological evidence and cannot perform at least 3 types of daily routines permanently for at least 180 days.

3.3.14.36 Progressive Scleroderma

3.3.14.36.1 A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

3.3.14.36.2 The following conditions are excluded:

3.3.14.36.2.1 Localised scleroderma (linear scleroderma or morphea);

3.3.14.36.2.2 Eosinophilicfascitis; and

3.3.14.36.2.3 CREST syndrome

3.4 Maturity Benefit

There is no maturity benefit under your policy.

4 Premiums

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

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

4.3 In addition to the premium, you are liable to pay applicable Taxes and/or any other statutory levy/ duty/ surcharge, at the rate notified by the Central Government/ State Government / Union Territories of India from time to time, as per the provisions of the prevalent tax laws on basic premium, rider premiums (if any) and any other charge as per the product features.

4.4 The premium should always be paid in advance for full policy year. However, for your convenience, we may allow you other modes of payment of premium.

4.5 The premium frequency can be changed only on a policy anniversary by sending a written request at least one month in advance. Change in premium frequency is subject to:

4.5.1 Minimum premium requirement for the requested premium frequency

4.5.2 Availability of the requested premium frequency on the day of change in premium frequency

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

4.6 If we receive any amount in excess of the required premium, we will refund the excess. We will not pay any interest on this excess amount.

4.7 If we receive any amount less than the required premium, we will not adjust the said amount towards premium till you pay the balance of premium. We will not pay any interest on the amount received earlier.

4.8 In case of admission of CI claim, all future premiums payable under the policy would be waived. In case the policyholder has paid a premium installment after the date of diagnosis of the CI, the same would be refunded along with the payment of CI claim.

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5 Grace Period

5.1 You can pay your premiums within a grace period of 30 days from the due dates for premium frequencies of yearly and half-yearly.
5.2 You have a grace period of 15 days for monthly frequency.
5.3 Your policy will be treated as in-force during the grace period. However, in case of death of the life assured or diagnosis of any of the covered CIs during the grace period and if the claim is found admissible, the outstanding premium shall be recovered from the claim amount.
5.4 If you do not pay your due premiums before the expiry of grace period, your policy lapses.

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Part D

6 Non-forfeiture Benefits

6.1 Paid-up Value

6.1.1 There is no Paid – up value available under your policy.

6.2 Surrender Value

6.2.1 There is no Surrender Value available under your policy.
6.2.2 The surrender of the Policy shall extinguish all rights and benefits under your Policy.
6.2.3 On receipt of your surrender request, your policy will terminate and we shall not have any liability under the policy thereafter.

7 Revival

7.1 If premiums are not paid within the grace period, your policy lapses. No benefits are then payable under your policy.
7.2 You can revive your policy during its revival period of 2 years from the date of the First Unpaid Premium or before the cover end date, whichever is earlier.
7.3 You should write to us during the revival period requesting revival.
7.4 You have to submit Good Health Declaration and satisfy other underwriting requirements, if any. We may charge extra premium based on underwriting.
7.5 We may accept or reject your revival request. We will inform you about the same in writing.
7.6 Revival will be subject to underwriting based on our Board approved underwriting policy.
7.7 You have to pay all due premiums, not paid during the revival period, along with interest. The due premiums would include installment premium and any extra premiums intimated to you at the inception of your policy.
7.8 The interest rate will be charged at a rate declared by us from time to time.
7.9 You cannot revive your policy after the expiry of the revival period or the cover end date whichever is earlier.

8 Claims

8.1 Death Claim

8.1.1 The policyholder, nominee or the legal heir, as the case may be, should intimate us about the death of the life assured in writing, stating at least the policy number, cause of death and date of death.
8.1.2 We will require the following documents to process the claim:
8.1.2.1 Original policy document
8.1.2.2 Original death certificate from municipal / local authorities
8.1.2.3 Claimant's statement and claim forms in prescribed formats
8.1.2.4 Hospital records including discharge summary, etc, where applicable
8.1.2.5 Any other documents including post-mortem report, first information report where applicable
8.1.2.6 Any other document which SBI Life in its discretion may call.
8.1.3 Claim under the policy may be filed with us within 90 days of date of claim event.
8.1.4 However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, We may condone such delay and examine the admissibility or otherwise of the claim, if such delay is proved to be for reasons beyond the control of the nominee/claimant.
8.1.5 We will pay the claim, if found admissible
8.1.5.1 To the assignee, if the policy is assigned and the assignment is registered with us.

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8.1.5.2 If the policy is not assigned, and
8.1.5.2.1 you are not the life assured, we will pay you or your legal heir
8.1.5.2.2 you are the life assured, we will pay
8.1.5.2.2.1 the nominee, if the nominee is not a minor
8.1.5.2.2.2 the appointee, if the nominee is a minor
8.1.5.2.2.3 your legal heir, if nomination is not valid.

8.1.6 We may ask for additional information related to the claim.
8.1.7 You can claim only once under this plan.
8.1.8 If there is any dispute about the title under the policy, the benefits shall be paid only to the legal heir/s as certified by a court of competent jurisdiction.
8.1.9 For any claim related assistance, call us at our Claims Helpline on Toll free Number – 1800229090 (9 a.m. to 9 p.m.).

8.2 Critical Illness Claim

8.2.1 The policyholder/nominee/legal heir, as the case may be, should intimate us the claim in writing stating at least the policy number, date of diagnosis of the CI and the nature of the illness/claim.
8.2.2 We will require the following documents to process the claim :
8.2.2.1 Copy of policy document
8.2.2.2 Claimant's statement and claim forms in prescribed formats
8.2.2.3 Treating doctor's/ physician's certificate
8.2.2.4 Attested True Copy of Indoor Case Papers of the Hospital(s)
8.2.2.5 Discharge Summary of Present and Past Hospitalizations
8.2.2.6 First Consultation and all Follow up consultation notes
8.2.2.7 Proof of the diagnosis of critical illness, satisfactory to the Insurer including medical reports including
8.2.2.7.1 Laboratory Test Reports
8.2.2.7.2 X-Ray/CT Scan/MRI Reports & Plates
8.2.2.7.3 Ultrasonography Report
8.2.2.7.4 Histopathology Report
8.2.2.7.5 Clinical/Hospital Reports
8.2.2.7.6 Angiography Reports & Plates
8.2.2.7.7 Any other Investigation Report
8.2.2.8 Employer Certificate, where applicable
8.2.2.9 Leave records and mediclaim details, where applicable
8.2.2.10 KYC documents (Photo Id & address proof)
8.2.2.11 Any other document as the company may require depending on type / cause of claim
8.2.2.12 Direct Credit Mandate of the Policyholder

The Company reserves the right to call for further medical examinations if required. The same would be done by a Specialist appointed by the Company for this purpose. You may also be required to undergo any diagnostic tests at any of the diagnostic centers appointed by the Company.
In case of any failure:

- to provide the required proof of diagnosis or
- to submit any additional medical examinations, as required by the company or
- to undergo any tests at any of the diagnostic centres appointed by the company

the company shall reject the claim and shall not be liable to refund any premiums paid under this policy.

8.2.3 Claim under the policy may be filed with us within 90 days of date of claim event.
8.2.4 However, without prejudice, in case of delay in intimation or submission of claim documents beyond the stipulated period in the policy document or in the Statutes, We may condone such delay and examine the admissibility or otherwise of the claim, if such delay is proved to be for reasons beyond the control of the nominee/claimant.

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8.2.5 We will reckon the date of occurrence of critical illness, for the above purpose as well as for the purpose of evaluating waiting or survival period, as the date of diagnosis of the illness or condition. This will be the date on which the medical practioner first examines the life assured and certifies the diagnosis of any of the illnesses or conditions.
8.2.6 We will pay the claim, if found admissible, to the assignee, if the policy is assigned and the assignment is registered with us.
8.2.7 If the policy is not assigned,
8.2.7.1 we will pay you or your legal heir
8.2.8 We may ask for additional information related to the claim.
8.2.9 The critical illness claim will not be payable, if it falls under the exclusion list or if it is diagnosed during the waiting period or if the life assured dies during the survival period.
8.2.10 Only one critical illness claim is admissible during the entire term of the policy. Once the critical illness claim is admitted, further critical illness claims shall not be admissible and shall not be payable.
8.2.11 For some of the CIs, it might take a few months to ascertain the severity of the illness and the claim if admissible would be paid only after the stipulated months have elapsed.

8.3 Maturity Claim
8.3.1 You cannot apply for maturity claim as there is no maturity benefit in your policy.

8.4 Surrender Claim
8.4.1 You cannot apply for surrender claim as there is no surrender benefit in your policy.

9 Termination

9.3 Your policy will terminate on the earliest of the following:
9.3.1 on payment of life cover benefit,
9.3.2 on the date of maturity of the policy
9.3.3 on the payment of free-look cancellation amount,
9.3.4 on your policy being in a lapsed status and after expiry of the revival period. However, Life Cover benefit, CI Benefit will terminate immediately after the expiry of the grace period due to non-payment of due premium during the grace period.

9.4 **Termination of Critical Illness Benefit**
Your Critical Illness benefit will terminate immediately upon the occurrence of any of the following events, whichever is earliest:
9.4.1 on the date of maturity of the policy
9.4.2 on payment of CI Benefit,
9.4.3 on date of termination of the policy,
9.4.4 on the occasion of any other reason which may result in the termination of the policy as set out in the policy document,
9.4.5 at the end of the revival period if you have not revived the policy. However, the CI cover will terminate immediately after the expiry of grace period if you do not pay the premium on the due dates

SAMPLE

10 General Terms

10.1 Free Look Option

10.1.1 If you have purchased electronic policy or through distance marketing channel, you have 30 days from the date of receipt of this policy document to review its terms and conditions. If you are not satisfied with the terms and conditions of the policy, you can return the policy stating the reasons for objection.

10.1.2 If you have purchased the policy through a channel other than distance marketing, you have 15 days from the date of receipt of this policy document to review its term and conditions. If you are not satisfied with the terms and conditions of the policy, you can return the policy stating the reasons for objections.

10.1.3 We will then refund the premium paid after deducting the stamp duty paid and medical expenses, incurred, if any.

10.1.4 The proportionate risk premium for the period of cover will also be deducted.

10.1.5 You cannot revive, reinstate or restore your policy once you have returned your policy.

10.2 Suicide Exclusion

10.2.1 If the Life Assured, sane or insane, commits suicide, within one year, we will not pay the life cover benefit.

10.2.2 We will calculate one year from the Date of Inception or from the Date of Revival of the Policy, whichever is later.

10.2.3 We will pay 80% of the premiums paid, provided the policy is in-force, if death due to suicide occurs within one year from the date of inception or within one year from the date of revival of the policy.

10.2.4 The premium to be considered for the purpose would be the base premium only. Applicable taxes, and extra premiums, if any, would not be considered for refund.

10.3 Exclusions for Critical Illness Benefit

10.3.1 Apart from the disease specific exclusions given along with definitions of diseases above, no benefit will be payable if the critical illness is caused or aggravated directly or indirectly by any of the following:

- 10.3.1.1 Any of the listed Critical Illness condition which first manifests itself or which is diagnosed first within 90 days from the date of commencement of risk or date of revival or date of reinstatement whichever is later.
- 10.3.1.2 Any Pre-existing disease, that is any condition, ailment or injury or related condition(s) for which life assured had signs or symptoms and/or was diagnosed and/or received medical advice/treatment within 48 months prior to the commencement of the policy or reinstatement of the policy.
- 10.3.1.3 Any illness due to a congenital defect or disease which has manifested or was diagnosed before the Insured attains age 18 years.
- 10.3.1.4 Suicide or attempted suicide or intentional self-inflicted injury, by the life insured, whether sane or not at that time
- 10.3.1.5 Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner
- 10.3.1.6 War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strikes or industrial action.
- 10.3.1.7 Participation by the life assured in a criminal or unlawful act with criminal intent or committing any breach of law including involvement in any fight or affray
- 10.3.1.8 Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
- 10.3.1.9 Any underwater or subterranean operation or activity. Racing of any kind other than on foot.
- 10.3.1.10 Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immuno-deficiency Virus (HIV).

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10.3.1.11 Participation by the insured person in any flying activity other than as a bona fide fare paying passenger, in a licensed aircraft.

10.3.1.12 Failure to seek or follow medical advice promptly or, the Life assured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy.

10.3.1.13 Nuclear reaction, Biological, radioactive or chemical contamination due to nuclear accident.

10.3.1.14 Ayurvedic, Homeopathy, Unani, naturopathy, reflexology, acupuncture, bone-setting, herbalist treatment, hypnotism, rolfing, massage therapy, aroma therapy or any other treatments other than Allopathy / western medicines.

10.3.1.15 Pregnancy or childbirth or complications arising there from

10.3.1.16 Any treatment of a donor for the replacement of an organ

10.3.1.17 Diagnosis and treatment outside India.

10.4 Policy Loan

10.4.1 Your policy is not eligible for any loans.

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Part E

11 Charges

11.1 Charges

11.1.1 Being a non-linked product, there are no explicit charges under this policy.

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Part F

12 General Terms - Miscellaneous

12.1 Nomination

12.1.1 If you are the policyholder and the life insurance cover is on your own life, you may, when effecting the policy or at any time before the policy matures for payment, nominate person or persons to whom the money secured by the policy shall be paid in the event of the death of the life assured.

12.1.2 If the nominee is a minor, you may appoint a person, competent to contract, as an appointee in the manner laid down by us, to receive the money secured by the policy in the event of death of the life assured during the minority of the nominee.

12.1.3 You may cancel or change the existing nomination.

12.1.4 An assignment or transfer of your policy under section 38 of the Insurance Act, 1938, as amended from time to time, shall cancel the nomination except under certain circumstances.

12.1.5 Your nomination should be registered in our records so as to make it binding on us.

12.1.6 For complete details about the nomination, please refer to Section 39 of the Insurance Act, 1938, as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 & Section 39 is enclosed as Annexure – (I & II, respectively) for reference]

12.2 Assignment

12.2.1 You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time

12.2.2 We may decline to act upon any endorsement or deed of assignment if we have sufficient reasons and we will let you know in writing the reasons for such refusal.

12.2.3 You may refer a claim to the Insurance Regulatory and Development Authority of India within 30 days of receipt of our communication intimating you about our declining to act upon the transfer or assignment of your policy.

12.2.4 You may assign your policy wholly or in part.

12.2.5 You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.

12.2.6 The assignment or reassignment of your policy should be registered with us so as to make it binding on us.

12.2.7 For complete details about the Assignment or transfer of the policy, please refer to Section 38 of the Insurance Act, 1938, as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – (I) for reference]

12.3 Non – disclosure

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

12.3.2 If we find that any of this information is inaccurate or false or you have withheld any material information, or in case of fraud we will repudiate the claim subject to the provisions of Section 45 of the Insurance Act, 1938 and in case of repudiation of claim, we shall treat your policy as per the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

12.3.3. Your policy will be cancelled immediately and the applicable amount under the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be payable , as on the date of repudiation of your claim.

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

SAMPLE

12.4 Misstatement of age

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

12.4.2 If eligible,

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

12.4.2.1.1 We will terminate your policy and will not pay any benefit, if you do not pay the difference in premiums and applicable interest

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

12.4.3 If not eligible,

12.4.3.1 We will terminate your policy.

12.4.3.2 We will not pay any benefit.

12.5 Taxation

12.5.1 You are liable to pay the Applicable Taxes and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on premium and/or other charges (if any) as per the product features.

12.5.2 You may be eligible for Income Tax benefits/exemptions as per the applicable income tax laws in India, which are subject to change from time to time. You may visit our website for further details. Please consult your tax advisor for details.

12.5.3 We shall collect the taxes/cess, as applicable. along with the applicable premium

12.5.4 Taxes/cess are subject to change from time to time. All the applicable taxes/levies/cess etc of whatsoever nature [both present and future] shall be recovered entirely from you.

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

12.6 Date formats

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

12.7 Electronic transactions

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

12.8 Communications

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

12.8.2 We will send correspondence to the mailing address you have provided in the proposal form or to the address subsequently changed and registered by you with us.

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

12.8.4 Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre (CPC) at its address below:

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

SAMPLE

Telephone No.: + 91 - 22 - 6645 6241
Fax No.: + 91 - 22- 6645 6655
E-mail: info@sbilife.co.in

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

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Part G

13 Complaints

13.1 Grievance redressal procedure

13.1.1 If you have any query, complaint or grievance, you may approach any of our offices.

13.1.2 You can also call us on our toll-free number: 1800 22 9090 (9 am to 9 pm and these timings are subject to change).

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

Head – Client Relationship,

SBI Life Insurance Company Limited
Central Processing Centre,
7th Level (D Wing) & 8th Level,
Seawoods Grand Central
Tower 2, Plot No R-1,Sector-40,
Seawoods, Nerul Node, Dist. Thane,
Navi Mumbai-400 706.
Telephone No.: +91 - 22 – 6645 6241
Fax No.: +91 - 22 – 6645 6655
E-mail Id: info@sbilife.co.in

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

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

Office of the Insurance Ombudsman (Maharashtra and Goa)
3rd Floor, Jeevan Seva Annexe,
S.V. Road, Santa Cruz (W),
Mumbai – 400 054.
Telephone No.: +91 – 22 – 2610 6928
Fax No. : +91 – 22 – 2610 6052
E-mail: ombudsmanmumbai@gmail.com

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

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

13.1.8 The postal address of IRDAI for communication for complaints by fax/paper is as follows: Consumer Affairs Department, Insurance Regulatory and Development Authority of India, 9th floor, United India Towers, Basheerbagh, Hyderabad – 500 029, Telangana Fax No: 91–40–6678 9768

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14 Relevant Statutes

14.1 Governing laws and jurisdiction

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

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

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

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

(2) Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.

14.3 Section 45 of the Insurance Act 1938, as amended from time to time

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

14.4 Rule 13 of Ombudsman Rules, 2017

1. The Ombudsman may receive and consider complaints or disputes relating to:

a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
b) any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
c) disputes over premium paid or payable in terms of insurance policy;
d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
e) legal construction of insurance policies in so far as the dispute relates to claim;
f) policy servicing related grievances against insurers and their agents and intermediaries;
g) issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
h) non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f) .

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

14.5 Rule 14 of Ombudsman Rules, 2017

(1) Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.

(2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

(3) No complaint to the Ombudsman shall lie unless –

a) The complainant makes a written representation to the insurer named in the complaint and
   a. Either the insurer had rejected the complaint; or
   b. the complainant had not received any reply within a period of one month after the insurer received his representation; or
   c. the complainant is not satisfied with the reply given to him by the insurer

b) the complaint is made within one year
   a. after the order of the insurer rejecting the representation is received; or
   b. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
   c. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant

(4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.

(5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

List of Ombudsman

14.6 Protection of Policyholders' Interest

The IRDAI (Protection of Policyholders' Interest) Regulation, 2017 is complimentary to any other regulations made by IRDAI, which, inter alia, provide for protection of the interest of the policyholders. The provisions of this regulation will be applicable and subject to the prevailing law, as amended from time to time.

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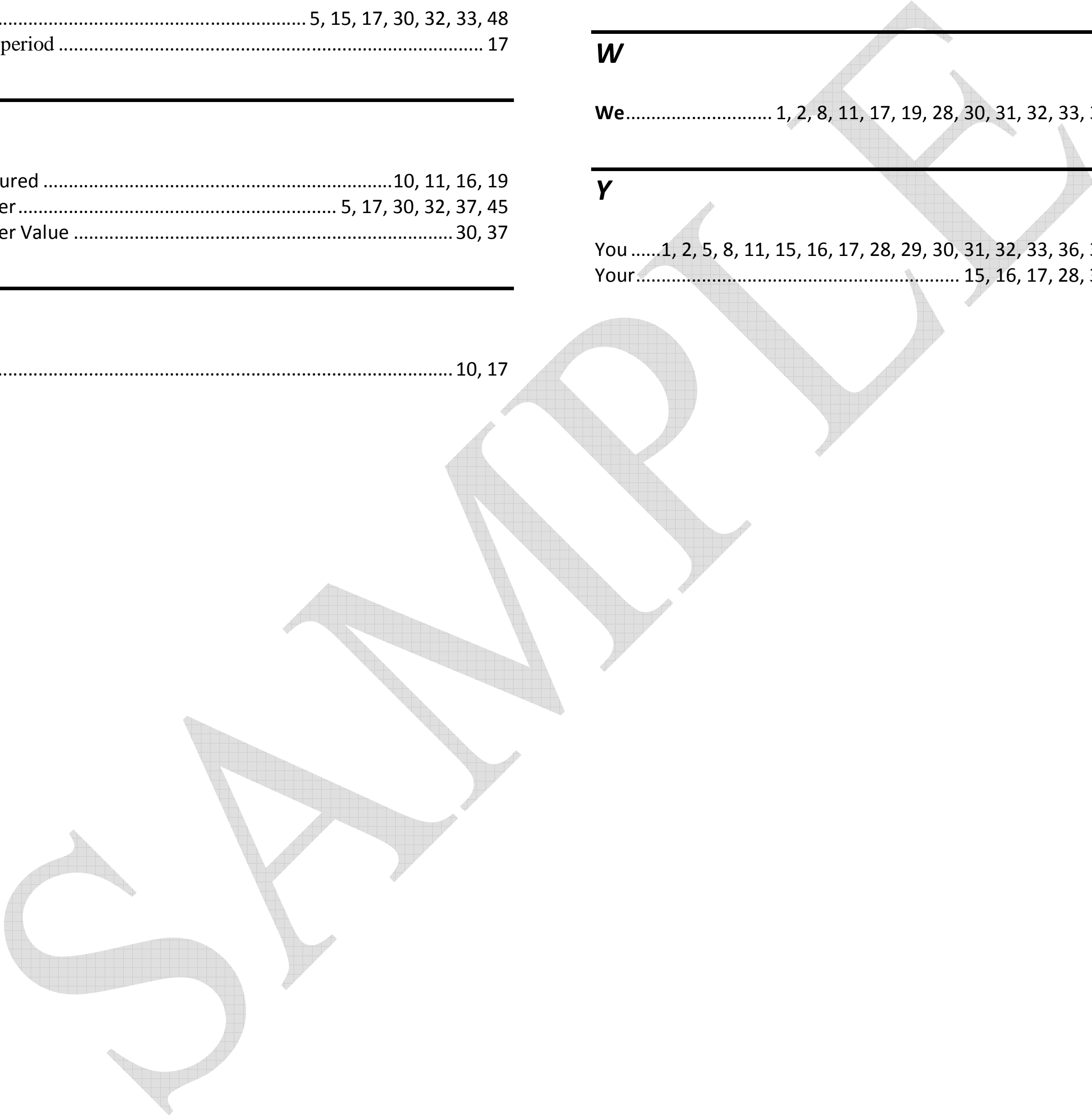

Annexure-I

A. Section 38 - Assignment and Transfer of Insurance Policies

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

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.

02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.

03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.

04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.

05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.

06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.

07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.

08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.

09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is

a. not bonafide or
b. not in the interest of the policyholder or
c. not in public interest or
d. is for the purpose of trading of the insurance policy.

10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.

11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.

12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment,

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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) Ordinance, 2014 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 Ordinance Gazette Notification for complete and accurate details.]

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Annexure-II

B. Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:
01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.

02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.

03. Nomination can be made at any time before the maturity of the policy.

04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.

05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.

06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.

09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.

10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.

11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.

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

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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) Ordinance, 2014 (i.e 26.12.2014).

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 (Ordinance) 2014, 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 Ordinance Gazette Notification for complete and accurate details.]

SAMPLE

Annexure-III

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

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

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

a. the date of issuance of policy or
b. the date of commencement of risk or
c. the date of revival of policy or
d. the date of rider to the policy

whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

a. the date of issuance of policy or
b. the date of commencement of risk or
c. the date of revival of policy or
d. the date of rider to the policy

whichever is later.

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

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
b. The active concealment of a fact by the insured having knowledge or belief of the fact;
c. Any other act fitted to deceive; and
d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

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

representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

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

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

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

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