

Part A

WELCOME LETTER

Date: <<dd/mm/yyyy>>

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

Customer No.	:	<< >>
Policy No.	:	<< >>
Product Name	:	<< SBI Life - Smart Wealth Builder >>
UIN	:	<<111L095V03>>

Dear << >>

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

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

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

1. For any information/ clarification, please contact: Your local SBI Life service branch:
<<SBI Life branch address>>
2. Your Sourcing Bank/Branch is <<Sourcing Bank / Branch>> and Facilitator <<Facilitator Name/ Code / Contact>>
3. In case you have any complaint/grievance you may contact the following official for resolution:
<<Regional Director's address >>
4. We enclose the following as a part of the Policy booklet:
 - 4.1 Policy Document.
 - 4.2 First Premium Receipt.
 - 4.3 Copy of proposal form signed by you.
 - 4.4 Copy of KYC and other documents as follows:

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

5. In case of any clarification/discrepancy, Call us toll free on our customer service helpline **18002679090** or email us at info@sbilife.co.in, also you may visit us at www.sbilife.co.in
 6. Register on our **Customer Self Service website** <http://mypolicy.sbilife.co.in> to avail various online services available.
 7. All your servicing requests should be submitted only to your local SBI Life service branch as mentioned above or nearest SBI Life branch.
 8. Please note that the digitally signed copy of your policy bond is available on our website www.sbilife.co.in. This can be viewed in a secure manner through one time password. Please visit our website for details.
- Please check all details. Please make sure that the policy document is kept safely.

Free Look Option

You can review the terms and conditions of the policy, within 15 days for policies sourced through any channel other than Distance Marketing and electronic policies and within 30 days for policies sourced through Distance Marketing and electronic policies, 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.

We shall refund you the amount arrived as per the following formula:

Fund Value Plus charges already deducted (Premium Allocation Charges, Policy Administration Charges, Plus Mortality Charges, if any, Plus applicable taxes)

Minus

(Mortality Charges along with applicable taxes, proportionate to the period you were covered Plus Cost of Stamp Duty, Plus Medical Expenses, if any)

The Free look period applicable under this policy is <<15/30>> days. Your request for cancellation of this policy under the free look option must reach your nearest SBI Life Office within a period of <<15/30>> days

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

Part A

**SBI Life – Smart Wealth Builder Policy Document (UIN: 111L095V03)
An Individual, Unit- Linked, Non-Participating, Life Insurance Product**

Yours truly,

<signature>

<<(Name of Signatory)>>

<<(Designation of Signatory)>>

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

SAMPLE

Regional Language Welcome Letter

SAMPLE

First Premium Receipt

SAMPLE

Blank Page

SAMPLE

KEY FEATURE DOCUMENT

Congratulations on your purchase. SBI Life - Smart Wealth Builder (UIN: 111L095V03) offers you the benefit of insurance cover as well as the option to earn market linked returns

1	Aim of policy	
2	Benefits of the policy	
3	Risk undertaken by policyholder	
4	Investment of money	
5	Other benefits	
6	Policy flexibilities- a. Switching b. Surrender c. Partial Withdrawal d. Premium Redirection	
7	Loans on the Policy	
8	Exclusions	
9	Grace period	
10	Discontinuance of policy & Revival	
11	Policy Charges	
12	Free look provision	
13	Tax	
14	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 policy document. In case of any conflict between the information given in the Key Features document and the terms and conditions of the policy document, the terms and conditions of the Policy document shall prevail.

Blank Page

SAMPLE



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

**POLICY
DOCUMENT**

SBI LIFE – SMART WEALTH BUILDER

UIN: 111L095V03

(AN INDIVIDUAL, UNIT-LINKED, NON-PARTICIPATING, LIFE INSURANCE PRODUCT)

IN THIS POLICY, THE INVESTMENT RISK IN INVESTMENT PORTFOLIO IS BORNE BY THE
POLICYHOLDER.

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

Website: www.sbilife.co.in | Email: info@sbilife.co.in | CIN: L99999MH2000PLC129113
Toll Free: 1800 267 9090 (Between 9.00 am & 9.00 pm)

Policy Preamble

Welcome to your **SBI Life – Smart Wealth Builder** 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 111L095V03

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

SBI Life - Smart Wealth Builder is an individual, unit-linked, non-participating life insurance product, which attempts to meet all your insurance & financial needs through a single product. The value of the units allocated under your policy, after deducting the applicable charges, will be dependent on the investment performance of the funds of SBI Life, as chosen by you. Your policy does not share in the profits or surplus of the Company.

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 premiums as and when due.

The benefits will be paid to the persons 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 Insurance Advisor / 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 >>

Personal information

5. Name of the Life Assured	<< Title / First Name / Surname of the life assured >>	
6. Name of Proposer / Policyholder	<< Title / First Name / Surname of the policyholder >>	
7. Date of Birth	Life Assured	Policyholder
	<< dd/mm/yyyy >>	<< dd/mm/yyyy >>
8. Age at entry	Life Assured	Policyholder
9. Gender	Life Assured	Policyholder
	<< Male / Female / Third Gender >>	<< Male / Female/Third Gender >>
10. Mailing Address	<< Address for communication >>	
11. Telephone Number with STD Code		
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	% 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. Date of maturity of policy	<< dd/mm/yyyy >>
--------------------------------	------------------

Basic policy information	
21. Premium frequency	
22. Installment premium (Rs.)	
23. Basic sum assured (Rs.)	

Policy Details						
Benefit	Sum Assured (Rs.)	Term (Years)	Premium Payment Term (Years)		Due Date of Last Premium	
Policy Details					<< dd/mm/yyyy >>	

Applicable rate of Tax*	<<x%>>
-------------------------	--------

* 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.

Fund Options	
Fund Name	Fund Allocation for Premium in %
Equity Fund (SFIN : ULIF001100105EQUITY-FND111)	<<% or N.A.>>
Equity Optimiser Fund (SFIN : ULIF010210108EQTYOPTFND111)	<<% or N.A.>>
Growth Fund (SFIN : ULIF003241105GROWTH-FND111)	<<% or N.A.>>
Balanced Fund (SFIN : ULIF004051205BALANCFND111)	<<% or N.A.>>
Bond Fund (SFIN : ULIF002100105BONDULPFND111)	<<% or N.A.>>
Money Market Fund (SFIN : ULIF005010206MONYMKTFND111)	<<% or N.A.>>
Top 300 Fund (SFIN : ULIF016070110TOP300-FND111)	<<% or N.A.>>
Bond Optimiser Fund (SFIN : ULIF032290618BONDOPTFND111)	<<% or N.A.>>
Pure Fund (SFIN: ULIF030290915PUREULPFND111)	<<% or N.A.>>
Midcap Fund (SFIN: ULIF031290915MIDCAPFUND111)	<<% or N.A.>>
Corporate Bond Fund (SFIN : ULIF033290618CORBONDFND111)	<<% or N.A.>>
Total	100%

Policy Booklet

In the above table, "N.A." stands for Not Applicable

<<

Applicable clauses

>>

<< To be printed only when the policyholder is staff member

Additional allocation	
Year	Additional allocation percentage

We will award the following additional allocation to you.

>>

Authorised Signatory			
Name			
Designation			
Date		Place	

Sign
ed
for

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

The stamp duty of Rs <<.....>> (Rupees.....only) paid vide Letter of Authorisation no.<<.....>> dated << >> issued by Pradhan Mudrank Karyalay.

<< Digital Signature >>

(Signature)
Proper Officer

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

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

Part A 1
PART B 15

Table of Contents

1 Definitions 15
2 Abbreviations 19
PART C 20
3 Policy Benefits 20
3.1 Death Benefit 20
3.2 Maturity Benefit 20
4 Guaranteed Additions 21
5 Premiums 21
6 Grace Period 21
PART D 23
7 Settlement Option 23
8 Partial Withdrawal 23
9 Surrender 24
10 Discontinuance of policy 24
11 Revival 25
12 Premium Re-direction 26
13 Switching 26
14 Termination 27
15 General Terms 27
15.1 Free-look Period 27
15.2 Suicide exclusion 27
15.3 Policy loan 27
PART E 29
16 Funds 29
16.1 The Fund 29
16.2 Fund Options 29
16.3 Introduction of New Fund Options 32
16.4 Fund Closure 32
16.5 Standard Force Majeure Provisions 32
17 Units 33
17.1 Creation of Account 33
17.2 Allocation of Units 33
17.3 Redemption of Units 33
17.4 Calculation of NAV 33
17.5 Date of NAV for Allocation, Redemption and Cancellation of Units 33
18 Charges 34
18.1 Policy Administration Charges 34

Part A**SBI Life – Smart Wealth Builder Policy Document (UIN: 111L095V03)
An Individual, Unit- Linked, Non-Participating, Life Insurance Product**

18.2	Fund Management Charges	34
18.3	Discontinuance Charges	35
18.4	Premium Allocation charges.....	36
18.5	Switching Charges	36
18.6	Partial Withdrawal Charges.....	36
18.7	Premium Re-direction charges	36
18.8	Mortality Charges	37
18.9	New services and revision of charges	37
PART F		39
19	General Terms - Miscellaneous	39
19.1	Death Claim.....	39
19.2	Maturity Claim	39
19.3	Surrender claim	39
19.4	Nomination	39
19.5	Assignment	40
19.6	Non-disclosure	40
19.7	Misstatement of age.....	40
19.8	Participation in profits	41
19.9	Taxation	41
19.10	Automatic transfer of rights for minor Life Assured	41
19.11	Date formats	41
19.12	Electronic transactions.....	41
19.13	Communications	41
PART G		42
20	Complaints.....	42
20.1	Grievance redressal procedure.....	42
21	Relevant Statutes	42
21.1	Governing laws and jurisdiction.....	42
21.2	Section 41 of the Insurance Act 1938 as amended from time to time	43
21.3	Section 45 of the Insurance Act 1938, as amended from time to time	43
21.4	Rule 13 of Ombudsman Rules, 2017	43
21.5	Rule 14 of Ombudsman Rules, 2017	43
21.6	Protection of Policyholders' Interest	44
Annexure I		45
Annexure II.....		47
Annexure III.....		49

PART B

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

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

1 Definitions

These definitions apply throughout your policy document.
The definitions are listed alphabetically.

Expressions	Meanings
1. Accumulated Value of Discontinued Policy Fund	is the fund value of the discontinued policy fund. This will however be subject to a minimum guaranteed interest rate of 4% per annum or as prescribed in the prevailing regulation. This rate may change as per the relevant Regulations as amended from time to time.
2. Age	is the age last Birthday i.e. the age is in completed years
3. Age at Entry	is the age last Birthday on the Date of Commencement of Policy
4. Allocation Charge or Premium Allocation Charge	is the percentage of Premium that would not be utilized to purchase units
5. Allocation Percentage	is the percentage of Premium that will be invested in the chosen funds
6. Annualized Premium	is the premium amount payable in a year excluding the applicable taxes. It applies only to Regular Premium and Limited Premium Payment Policies
7. Applicable Partial Withdrawal (APW)	is equal to partial withdrawals, if any, during the last 2 years immediately preceding the death of the Life assured.
8. 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 Policyholder before the maturity of the policy while the Nominee is a Minor
9. Assignee	the person to whom the rights and benefits are transferred by virtue of assignment under section 38 of the Insurance Act, 1938, as amended from time to time.
10. Birthday	is the conventional Birthday. If it is on 29 th February, it will be considered as falling on the last day of February
11. Business Day	is our working day
12. Complete Withdrawal	is same as surrender
13. Chosen Funds	are the fund types opted for, by the policyholder out of the available fund options
14. Date of Allocation	is the date on which the Premium net of Allocation Charges is invested in the Fund Options
15. Date of Commencement of Policy	is the start date of the policy
16. Date of Commencement of Risk	is the date from which the insurance liability arises.
17. Date of Discontinuance	is the date on which we receive a communication from you requesting for surrender of the policy or at the end of grace period due to non payment of contractual premium, whichever is earlier.
18. Date of Maturity	is the date on which the benefits terminate on expiry of the Policy Term

Expressions	Meanings
19. Date of Revival	is the date on which the policy benefits are restored on the completion of the revival process.
20. Death Benefit	is the amount payable on death of the life assured as stated in the policy document
21. Discontinuance	- is the state of a policy that could arise on account of surrender of the policy or non-payment of the contractual premium due before the expiry of the grace Period.
22. Discontinuance Charges	- is a charge levied when a policy is Discontinued or Surrendered - is either - a percentage of Annualized Premium for regular and limited premium policy and a percentage of Single Premium for single premium policy or - a percentage of Fund Value as on the Date of Discontinuance / surrender or - a fixed amount, as the case may be
23. Discontinued Policy Fund	is the segregated fund we set aside and is constituted by the Fund Value, as applicable, of all the policies discontinued during lock-in period, determined in accordance with Insurance Regulatory and Development Authority of India (Unit Linked Insurance Products) Regulations, 2019.
24. Endorsement	is a change in any of the terms and conditions of the policy, agreed to or issued by us, in writing
25.	
26. Free-look Period	is the period during which you have the option to return the policy and cancel the contract
27. Fund Management Charge	is the deduction made from the fund at a stated percentage before the computation of the NAV of the fund
28. Fund Options	are the different funds available for investment
29. Fund Value	is the total value of the units at a point of time in a segregated fund i.e. total number of units under a policy multiplied by the Net Asset Value (NAV) per unit of that fund
30. Grace Period	is a time of 30 days granted from the due date for the payment of premium, without any penalty or late fee, during which time the policy is considered to be in-force with the risk cover without any interruption, as per the terms and conditions of the policy. This is applicable to Regular and Limited premium policies only
31. In-force	is the status of the policy when all the due premiums have been paid or the policy is not in a state of discontinuance
32. Installment Premium	is the same as 'Premium'
33. Instrument	cheque, demand draft, pay order etc.
34. Life Assured	is the person in relation to whose life, insurance and other benefits are granted under the policy
35. Lock-in Period	is the period of five consecutive completed years from the date of commencement of the policy, during which period the proceeds of the discontinued policies cannot be paid to the policyholder or to the insured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the policy.
36. Maturity Benefit	is the benefit payable on maturity
37. Minor	is a person who has not completed 18 years of age.
38. Mortality Charges	are the charges recovered for providing life insurance cover

Expressions	Meanings
39. Nominee	the person who is named as the Nominee in the proposal form or subsequently changed by an Endorsement, as per Section 39 of the Insurance Act, 1938, as amended from time to time, who has the right to give a valid discharge to the policy monies in case of the death of the Life Assured during the term of the policy, if such nomination is not disputed.
40. Non-participating	means the policy does not have a share in our profits
41. Our, Us, We	SBI Life Insurance Company Limited or its successors (herein after referred to as “Company”). We are regulated by the Insurance Regulatory and Development Authority of India (IRDAI). The registration number allotted by the IRDAI is 111.
42. Paid-up	is the status of policy at the end of the grace period, on account of non payment of premium after lock-in period. The insurance cover continues with reduced sum assured called as Paid-up sum assured during the revival period.
43. Paid-up sum assured	is equal to the sum assured multiplied by the ratio of total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy
44. Partial Withdrawals	Is any part of fund that is encashed/ withdrawn by the policyholder during the period of contract.
45. Policy Administration Charges	a charge of a fixed sum which is applied at the beginning of each policy month by cancelling units for equivalent amount
46. Policy Anniversary	is the same date each year during the Policy Term as the Date of Commencement of Policy. If the Date of Commencement of Policy is on 29 th of February, the Policy Anniversary will be taken as the last date of February
47. Policy Document	means the policy schedule, policy booklet, endorsements (if any), other written agreements (if any) mutually agreed by you and us during the term of your policy also form part of the Policy document.
48. Policy Month	is the period from the Date of Commencement, to the date prior to the corresponding date in the following calendar month or similar periods thereafter beginning from the dates in any calendar month corresponding to the Date of Commencement of policy. If the said corresponding date is not available in a calendar month, then the last day of the calendar month will be taken for this purpose
49. Policy Term	is the period, during which the contractual benefits are payable.
50. Policy Year	is the period between two consecutive Policy Anniversaries. This period includes the first day of the Policy Year and excludes the next policy anniversary day.
51. Policyholder	is the owner of the policy and is referred to as the proposer in the proposal form. The Policyholder need not necessarily be the same person as the Life Assured.
52. Premium	is the contractual amount payable by the Policyholder to secure the benefits under the contract
53. Premium Due Date	is the date on which premiums are payable under the policy, during the Premium Payment Term. If the said corresponding date is not available in a calendar month, then the last day of the calendar month will be considered for this purpose.
54. Premium Frequency	is the period between two consecutive premium due dates for Limited premium policy and regular premium policy; the premium frequency available under the plan are Annual and Single

Expressions	Meanings
55. Premium Payment Term	is the period, in years, over which premiums are payable
56. Premium Re-direction	is an option which allows you to modify the allocation of amount of renewal premium to various segregated funds
57. Revival	is restoration of the policy, which was discontinued due to the non-payment of premium, with all the benefits mentioned in the policy document, upon the receipt of all the premiums due and other charges or late fee, if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured or policyholder on the basis of the information, documents and reports furnished by the policyholder, in accordance with Board approved Underwriting policy
58. Revival Period	is the period of three consecutive complete years from the date of first unpaid premium during which period the policyholder is entitled to revive the policy which was discontinued due to the non-payment of premium
59. Settlement installment	is the amount of each installment receivable during the Settlement Period
60. Settlement Option	is a facility made available to receive the death proceeds in instalments in accordance with the terms and conditions of the contract
61. Settlement Period	is the chosen period over which the death benefit is payable in instalments on exercising of the Settlement Option
62. Single Premium	is the premium payable in lumpsum payment at the inception of the policy.
63. Sum Assured	is the amount of insurance cover granted under the Policy at the time of the inception of policy
64. Surrender	is the complete withdrawal or termination of the contract by the Policyholder before the expiry of the policy term.
65. Surrender Value	is an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of the policy..
66. Switching	is a facility allowing the policyholder to change the investment pattern by moving from one segregated fund, either wholly or in part, to other segregated fund(s) amongst the segregated funds under the policy, during the policy term and also during the settlement period
67. Switching Charge	is the charge applicable on Switching
68. Term	is same as “Policy Term”.
69. Underwriting	-is the process of classification of lives into appropriate homogeneous groups based on the risks covered. -based on underwriting, a decision on acceptance of cover as well as an appropriate charges/premium is taken.
70. Unit-linked	in a Unit-linked policy, the value of units in Chosen Funds will vary based on market price of the underlying assets and the investment risk is borne by the Policyholder.
71. Units	a specific portion or part of the underlying segregated Unit Linked fund which is representative of the policyholder’s entitlement in such funds.
72. Valuation Date	is the Date of calculation of NAV.
73. You	is the person named as the Policyholder.

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

2 Abbreviations

‘These abbreviations bear the meanings assigned to them elsewhere in the Policy Booklet’. These abbreviations are only meant to explain the terms used in this policy. The actual benefits payable under the policy are governed by the terms and conditions of this policy.

Abbreviation	Stands for
APW	Applicable Partial Withdrawal
FMC	Fund Management Charges
IRDAI	Insurance Regulatory and Development Authority of India
LPPT	Limited Premium Payment Term
NAV	Net Asset Value, per unit
Rs.	Indian Rupees
SAR	Sum-at-risk
SFIN	Segregated Fund Identification Number
UIN	Unique Identification Number (allotted by IRDAI for this product)
ULIP	Unit Linked Insurance Plan

PART C

3 Policy Benefits

Policy benefits contain the following:

3.1 Death Benefit

In case of death of the life assured and if the claim is found admissible and payable, we will pay the following death benefits:

3.1.1 In case of death while the policy is in-force, we will pay the highest of the following:

3.1.1.1 Fund Value as on date of intimation of death or

3.1.1.2 Sum Assured less Applicable Partial Withdrawals (APW), if any or

3.1.1.3 105% of the total Premiums received upto the date of death less Applicable Partial Withdrawals (APW), if any

3.1.2 In case of death while policy is in paid-up status, we will pay the highest of the following:

3.1.2.1 Fund Value as on the date of death intimation or

3.1.2.2 Paid-up Sum Assured less Applicable Partial Withdrawals (APW)

3.1.3 In case the death intimation is received after the Date of Discontinuance

3.1.3.1 If death occurs on or before the Date of Discontinuance, we will pay

3.1.3.2 the same death benefit as mentioned in 3.1.1 or 3.1.2 as applicable

3.1.3.3 If death occurs after the Date of Discontinuance, we will pay as per the details given hereunder

3.1.3.4 Discontinuance of policy during the first five policy years

3.1.3.4.1 If you have Surrendered the policy and death occurs after that or

3.1.3.4.2 If you have opted to revive the policy within three years but have not revived the policy and death occurs or

3.1.3.4.3 If you have not exercised any of the options provided to you on discontinuance of the policy and death occurs

3.1.3.4.4 Death Benefit payable would be equal to the Fund Value of the discontinued policy fund on date of intimation of death claim to the company

3.1.3.5 Discontinuance of policy after the first five policy years

3.1.3.5.1 If you have opted to revive the policy within three years but have not revived the policy and death occurs during the 3 years revival period or

3.1.3.5.2 if you have not exercised any of the options provided to you on discontinuance of policy and death occurs

3.1.3.5.3 The Death benefit payable is, higher of the following

3.1.3.5.3.1 Fund Value as on date of intimation of death

3.1.3.5.3.2 Paid-up Sum Assured as applicable less Applicable Partial Withdrawal

3.1.4 Nominee / beneficiary can choose one of the following two options to receive the death benefit:

3.1.4.1 Take full amount in lump-sum

3.1.4.2 Take the amount in instalments as per the Settlement Option mentioned in section 7.1

3.2 Maturity Benefit

We will pay your Fund Value or the discontinued fund value as maturity benefit in lump-sum amount as on the Date of Maturity.

4 Guaranteed Additions

- 4.1 We will allot the guaranteed additions as a percentage of Annualized Premium or Single Premium as per the table below:

End of Policy Year	Guaranteed Additions (as a percentage of Annualized Premium or Single Premium)					
	For Regular Premium Policy	For LPPT of 7 years	For LPPT of 10 years	For LPPT of 12 years	For LPPT of 15 years	For Single Premium Policy
10	5%	5%	5%	5%	5%	5%
15	15%	10%	10%	10%	10%	5%
20	25%	10%	15%	15%	20%	5%
25	35%	10%	20%	25%	30%	7%
30	45%	15%	25%	30%	35%	8%

4.2 Applicability Conditions

- 4.2.1 We will allot guaranteed additions on completion of 10th Policy Year and every five years thereafter, provided all due Premiums have been paid and the policy is in-force.
- 4.2.2 Guaranteed Additions are not available for Reduced paid up policies.
- 4.2.3 For policies which are not in-force but revived subsequently, Guaranteed Additions are credited on the date of Revival, provided all due premiums have been paid.
- 4.2.4 We will allot Guaranteed Additions only during the Policy Term.
- 4.2.5 We will convert the allocated guaranteed addition to units of the funds in proportion to their sizes as per NAVs on the date of guaranteed addition

4.3 Guaranteed Addition amount is

Annualized or Single Premium, as applicable \times Guaranteed Addition percentage

5 Premiums

- 5.1 You are required to pay the Premiums in full always, on or before the Premium due dates.
- 5.2 You are required to pay unpaid Premium, if any, on or before expiry of Grace Period.
- 5.3 If we receive any Premium in advance, units will be allocated only on the Premium due date. We will not pay any interest on Premium received in advance.
- 5.4 You are required to pay the Premiums even if you do not receive Premium notice or any other communication from us.
- 5.5 You will be liable to pay all applicable taxes as levied by the Government and other Statutory Authorities.
- 5.6 If we receive any amount in excess of the required Premium, we will refund the excess.
- 5.7 If we receive any amount less than the Required Premium, we will not adjust the amount towards premium till you pay the balance of premium. We will not pay any interest on the partial premium paid by you.
- 5.8 Top up premiums are not allowed under your policy.

6 Grace Period

Part C

**SBI Life – Smart Wealth Builder Policy Document (UIN: 111L095V03)
An Individual, Unit- Linked, Non-Participating, Life Insurance Product**

- 6.1 You can pay your Premiums within a Grace Period of 30 days from the due dates.
- 6.2 The cover under the Policy will be available in full during the Grace Period.

SAMPLE

PART D

7 Settlement Option

7.1 Settlement option available to nominee / beneficiary on death of the life assured provided the death claim is found admissible & payable

- 7.1.1 On Death of the life assured, the nominee / beneficiary may choose to get the death benefit payable in instalments during the settlement period.
- 7.1.2 This option will be available only if the policy status as on date of death is 'inforce' or 'paid-up'.
- 7.1.3 The death benefit payable shall be invested in the same proportion of the funds as it was maintained at the time of death. During the settlement period, the investment risk in the investment portfolio is borne by the nominee / beneficiary.
- 7.1.4 We will then pay the death benefit in instalments over a period of 2, 3, 4 or 5 years from the date of death, as opted.
- 7.1.5 Settlement payouts can be taken in yearly, half-yearly, quarterly or monthly instalments as required.
- 7.1.6 The first instalment payment under settlement option shall fall due on the date of death and further instalments will fall due on first day of each subsequent year, half year, quarter or month depending on the chosen settlement frequency.
- 7.1.7 The first instalment shall be paid as on the date of death claim acceptance.
- 7.1.8 The instalments due between the date of death and date of death claim acceptance shall also be paid along with the first instalment without any interest accumulation. Subsequent instalments shall be paid as when they fall due.
- 7.1.9 We will calculate each settlement instalment as the then available Fund Value divided by number of outstanding instalments.
- 7.1.10 Last instalment will be then available fund value.
- 7.1.11 The redemption of units from each fund will be based on the percentage of that fund to the total fund value as on the date of payment
- 7.1.12 The nominee / beneficiary can ask for complete withdrawal, in which case remaining Fund Value will be paid without deduction of any discontinuance charges.
- 7.1.13 Switching facility will be available during the settlement period.
- 7.1.14 We will not deduct any charges except FMC (Fund Management Charges) and Switching Charge, if any.
- 7.1.15 Partial withdrawal facility will not be available during the settlement period.
- 7.1.16 In case of death of the beneficiary, the Fund Value would be payable to the legal heir.

8 Partial Withdrawal

You can withdraw your fund partially during the policy term. Such withdrawals will be subject to all of the following:

- 8.1 Life Assured is aged 18 years or above.
- 8.2 You can withdraw from the 6th Policy Year.
- 8.3 We will allow maximum two partial withdrawals in one policy year, out of which one would be free.
- 8.4 During entire Policy Term, only 10 partial withdrawals would be allowed.
- 8.5 You cannot carry forward unused free partial withdrawals to subsequent Policy Years.
- 8.6 We will charge of Rs. 100 per withdrawal in excess of free partial withdrawal, by way of cancellation of units.
- 8.7 You can withdraw
- 8.7.1 a minimum amount of Rs. 5,000,
- 8.7.2 a maximum amount of 15% of the available Fund Value as on withdrawal request date. only in multiples of Rs. 1,000.
- 8.8 We will not allow Partial withdrawals if fund value, as consequence of any partial withdrawal is reduced to less than 50% of the total premiums paid.
- 8.9 You cannot make partial withdrawals during the Settlement Period.
- 8.10 We will consider the date of receipt of your partial withdrawal request for the applicability of the above terms, as appropriate.

9 Surrender

You may Surrender your policy during the term of the policy. Such Surrenders will be subject to all of the following:

In case we receive your Surrender request on or before the expiry of the Lock-in Period ,

9.1.1 We will disinvest your units in all funds, as on date of surrender request

9.1.2 The resultant amount after deduction of applicable Discontinuance Charges will be credited to the Discontinued Policy Fund. The Fund Management Charges of Discontinued Policy Fund will be applicable and no other charges will be applied. The Risk cover will cease

9.1.3 We will pay you the Surrender Value as on the first working day of 6th policy year.

9.1.4 Surrender Value is the Accumulated value of your Discontinued Policy Fund.

9.1.5 If life assured dies before the payment of discontinued policy value then the same is paid to the beneficiary.

9.2 In case we receive your Surrender request after the expiry of the Lock-in Period

9.2.1 We will disinvest your units in all funds, as on date of surrender request being accepted by the Company.

9.2.2 We will pay you the Surrender Value.

9.2.3 Surrender Value is your Fund Value.

9.3 All the rights and benefits under the policy will automatically come to an end on payment of surrender value and the policy will terminate.

10 Discontinuance of policy

For other than Single premium policies:

10.1 Discontinuance of policy during lock-in period

10.1.1 Upon expiry of grace period, in case of discontinuance of policy due to non payment of premium, your policy will be disinvested and the fund value after deducting the applicable discontinuance charges, would be credited to the discontinued policy fund. The risk cover shall cease.

10.1.2 We will communicate the status of the policy, within three months from the date of first unpaid premium. Non-receipt of the communication however, will not be construed as a breach of any contractual obligation on our part.

10.1.3 In the communication, we would state the current status of the policy and provide an option to revive the policy within the revival period of three years from the date of first unpaid premium.

10.1.4 If you opt to revive the policy within revival period, then you may revive your policy and the revival procedure as stated in the Section on “Revival” would be applicable.

10.1.5 In case you opt to revive but do not revive the policy during the revival period, the proceeds of the discontinued policy fund shall be paid to you at the end of the revival period or lock-in period whichever is later. In respect of revival period ending after lock-in period, the policy will remain in discontinuance fund till the end of revival period. The Fund management charges of discontinued fund will be applicable during this period and no other charges will be applied.

10.1.6 You can opt to completely withdraw from the policy, then proceeds of the discontinued policy shall be payable at the end of lock-in period or date of surrender whichever is later

10.1.7 In case you do not exercise the options as set out above, the policy shall continue without any risk cover and the policy fund shall remain invested in the discontinuance fund. At the end of the lock-in period, the proceeds of the discontinuance fund shall be paid to you and the policy shall terminate.

10.1.8 If life assured dies before the payment of discontinued policy value, then the same is paid to the beneficiary immediately.

10.2 Discontinuance of policy after lock-in period

- 10.2.1 Upon expiry of the grace period, in case of discontinuance of policy due to non-payment of premium after lock-in period, your policy shall be converted into a reduced paid up policy with the paid-up sum assured i.e. original sum assured multiplied by the total number of premiums paid to the original number of premiums payable as per the terms and conditions of the policy.
- 10.2.2 The policy shall continue to be in reduced paid-up status.
- 10.2.3 All charges as per terms and conditions of the policy shall be deducted during the revival period. However, the mortality charges shall be deducted based on the reduced paid up sum assured only.
- 10.2.4 We will communicate the status of the policy within three months from the date of first unpaid premium. Non-receipt of the communication however, will not be construed as a breach of any contractual obligation on our part.
- 10.2.5 In the communication we would state the current status of the policy and provide the following options to you upon discontinuation of the policy:
 - 10.2.5.1 Revive the policy within the revival period of three years from the date of first unpaid premium, or
 - 10.2.5.2 Complete Withdrawal / surrender of the policy.
- 10.2.6 If you opt to revive but do not revive the policy during the revival period, the fund value shall be paid to you at the end of the revival period.
- 10.2.7 If you opt to completely withdraw from the policy, then policy fund value as on date of surrender request would be payable.
- 10.2.8 In case you do not exercise any option as set out above, the policy shall continue to be in reduced paid up status. At the end of the revival period, the proceeds of the policy fund shall be paid to you and your policy shall terminate.
- 10.2.9 However, if the date of maturity falls during the revival period, then the fund value would be paid on the date of maturity.
- 10.2.10 You can opt to completely withdraw the policy anytime, then policy Fund value as on the date of surrender request would be payable

For Single Premium policies:

10.3 Discontinuance of policy during lock-in period

- 10.3.1 You have an option to surrender any time during the lock-in period. Upon receipt of request for surrender, the fund value, after deducting the applicable discontinuance charges, shall be credited to the discontinued policy fund.
- 10.3.2 The policy shall continue to be invested in the discontinued policy fund and the proceeds from the discontinuance fund shall be paid at the end of lock-in period. Only fund management charge can be deducted from this fund during this period. Further, no risk cover shall be available on such policy during the discontinuance period

10.4 Discontinuance of Policy after the lock-in-Period:

- 10.4.1 You have an option to surrender the policy any time. Upon receipt of request for surrender, the fund value as on date of surrender shall be payable.

11 Revival

- 11.1 You may opt to revive your policy within three consecutive complete years from the date of first unpaid premium
- 11.2 You should write to us on your decision to revive the policy during the Revival Period.
- 11.3 You are required to pay all the due premiums without any interest or fee
- 11.4 You have to submit Good Health Declaration and satisfy other underwriting requirements, if any.

- 11.5 We may accept or reject your revival request. We will inform you the same. Revival will not be effective until the acceptance of revival is communicated in writing to you.
- 11.6 You cannot revive after the expiry of the Revival Period.
- 11.7 **If policy is discontinued during lock-in period**
- 11.7.1 If you opt to revive the policy within 3 consecutive complete years time from the date of first unpaid premium, then the Discontinued Policy Fund will be dis-invested and the discontinuance charge, previously deducted, would be added back to this dis-invested fund amount.
- 11.7.2 We will allocate the units based on the NAV as on the date of such revival.
- 11.7.3 We will automatically shift the resultant fund to your chosen funds, in the same proportion as per the fund options originally chosen or as requested during revival process or as chosen in the last premium redirection request, whichever is later.
- 11.7.4 We will deduct applicable premium allocation charges and Policy administration charges for the period, starting from the date of Discontinuance.
- 11.7.5 We will restore the risk cover and deduct all applicable Charges from the date of revival of the policy.
- 11.8 **If policy is discontinued after lock-in period**
- 11.8.1 **If you opt** to revive within 3 years time from the date of first unpaid premium, we will invest due premiums paid by you, net of charges in the same proportion as per the fund options originally chosen or as requested during revival process or as chosen in the last premium redirection request, whichever is later.
- 11.8.2 We will allocate the units based on the NAV as on the date of such revival.
- 11.8.3 We will deduct Premium Allocation Charges as applicable during the discontinuance period
- 11.8.4 We will restore the risk cover and deduct all applicable charges from the date of revival of the policy.
- 11.9 You will bear the cost of medical examination, if any, up to an amount of Rs. 3,000.

12 Premium Re-direction

- 12.1 You can Re-direct your Premiums subject to all of the following:
- 12.1.1 We will allow you Premium Re-direction from the beginning of the second Policy Year.
- 12.1.2 We will not charge for Premium Re-direction.
- 12.1.3 You can request for Re-direction among the then available funds.
- 12.1.4 Your Re-direction request will be applicable only on your future Premiums. This will have no effect on your existing funds.
- 12.1.5 We will Re-direct your Premiums if you have applied at least 14 days prior to the due date of premium on which Re-direction is to be applied.
- 12.1.6 You can re-direct only in multiples of 1% of premiums

13 Switching

You can switch your funds during the Policy Term and during the settlement period, subject to all of the following:

- 13.1 You can Switch among any of the then available Funds.
- 13.2 We will not charge for the first two Switches in a Policy Year during the Policy Term and also during the settlement period.
- 13.3 We will charge you Rs. 100 per switch from the third Switch onwards in the same Policy Year.
- 13.4 You cannot carry forward free unused Switches to subsequent Policy Years
- 13.5 We will deduct the Switching Charges from the amount to be switched.
- 13.6 You can ask for a Switch in terms of amount or in percentage.
- 13.7 You can Switch a minimum amount of Rs. 5,000.
- 13.8 You can Switch only in multiples of 1% of each fund.
- 13.9 You can Switch only once in a day.

14 Termination

14.1 Termination of cover under the Policy

All the cover under the Policy will end on the earliest of the following:

- 14.1.1 The date on payment of Surrender value of policy or
- 14.1.2 Date of Discontinuance if it is during first five years of the policy or
- 14.1.3 The date on which your policy terminates.

14.2 Termination of your policy

Your policy will terminate on the earliest of the following:

- 14.2.1 The date of cancellation of your policy under free look period or
- 14.2.2 The date of payment of an amount, wherever applicable, on death of the Life Assured or
- 14.2.3 The date of payment of Maturity benefit or
- 14.2.4 The date of payment of Surrender Value or Accumulated Value of your Discontinued Policy Fund or
- 14.2.5 If the policy is discontinued after the first five policy years and is in a paid up status and the fund value at the beginning of any policy month falls below one annual premium, the fund value available then will be paid to you.
- 14.2.6 On cancellation/ termination of the Policy by Us on grounds of misrepresentation, fraud or nondisclosure established

15 General Terms

15.1 Free-look Period

- 15.1.1 If you have purchased the policy through distance marketing channel and electronic policy, you have 30 days from the date of the receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection.
- 15.1.2 If you have not purchased the policy through distance marketing and electronic policy, you have 15 days from the date of the receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection.
- 15.1.3 We shall refund you the amount arrived as per the following formula:
Fund Value Plus the following which are already deducted
(Premium Allocation Charges,
Plus Policy Administration Charges, if any,
Plus Mortality Charges,
Plus Corresponding Applicable Taxes)
Minus the following
(Mortality Charges along with the Corresponding applicable Taxes, proportionate to the period you were covered,
Plus Cost of Stamp Duty
Plus Medical Expenses, if any)
- 15.1.4 You cannot revive or restore your policy once you have returned your policy.
- 15.1.5 The amount will be paid in lumpsum.

15.2 Suicide exclusion

- 15.2.1 If the Life Assured commits suicide, within 12 months, we will not pay the death benefit.
- 15.2.2 We will calculate 12 months from the Date of Commencement of the policy or Date of Revival of the policy, as applicable.
- 15.2.3 We will pay your Fund Value as on the date of intimation of death of Life Assured and the contract would cease.
- 15.2.4 Any charges other than Fund Management Charges (FMC) recovered subsequent to the date of death shall be added back to the fund value as available on the date of intimation of death.

15.3 Policy loan

Your policy will not be eligible for any loans.

SAMPLE

PART E

16 Funds

16.1 The Fund

16.1.1 You bear the investment risk in investment portfolio.

16.1.2 We will invest the fund in accordance with the guidelines issued by the IRDAI from time to time. We will select the investments, including derivatives and units of mutual funds, for each fund. The investments will be within the limits as mentioned in “Fund Options”.

16.1.3 The investments in the units are subject to market and other risks. We do not assure that the objective of the fund will be achieved.

16.1.4 The NAV of the units will depend on the equity markets and general level of interest rates from time to time.

16.1.5 The past performance of the funds is not indicative of the future performance of any of the funds available under this policy.

16.1.6 We will apply a minimum guaranteed interest rate of 4.00% per annum or as prescribed in the regulations from time to time, to the Discontinued Policy Fund

16.2 Fund Options

There are eleven fund options, which have different risk-return profiles. You may choose to invest contributions in any one or more of the eleven funds, in multiples of 1%.

The names of the funds do not indicate the quality, future prospects or returns.

We will allocate your policy premiums paid at the proposal stage, in the proportion mentioned in your proposal form. We will continue to allocate in the same proportion until you ask us to re-direct. After you re-direct, the future premiums will follow the new proportion.

16.2.1 Equity Fund (SFIN: ULIF001100105EQUITY-FND111)**16.2.1.1 Objective**

The objective of this fund is to provide high equity exposure targeting higher returns in the long term.

16.2.1.2 Asset Mix

Assets	Minimum	Maximum
Equity & Equity related instruments	80%	100%
Debt Instruments	Nil	20%
Money Market Instruments	Nil	20%

16.2.1.3 Risk Profile: High**16.2.2 Equity Optimiser Fund (SFIN: ULIF010210108EQTYOPTFND111)****16.2.2.1 Objective**

The objective of this fund is to provide equity exposure targeting higher returns (through long term capital gains).

16.2.2.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	60%	100%
Debt Instruments	Nil	40%
Money Market Instruments	Nil	40%

16.2.2.3 Risk Profile: High

16.2.3 Growth Fund (SFIN : ULIF003241105GROWTH-FND111)**16.2.3.1 Objective**

To provide long term capital appreciation through investments primarily in equity and equity related instruments with a small part invested in debt and money market for diversification and risk reduction.

16.2.3.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	40%	90%
Debt Instruments	10%	60%
Money Market Instruments	Nil	40%

16.2.3.3 Risk Profile: Medium to High**16.2.4 Balanced Fund (SFIN: ULIF004051205BALANCFND111)****16.2.4.1 Objective**

To provide accumulation of income through investment in both equities and fixed income securities with an attempt to maintain a suitable balance between return and safety.

16.2.4.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	40%	60%
Debt Instruments	20%	60%
Money Market Instruments	Nil	40%

16.2.4.3 Risk Profile: Medium**16.2.5 Bond Fund (SFIN: ULIF002100105BONDULPFND111)****16.2.5.1 Objective**

To provide relatively safe and less volatile investment option mainly through debt instruments and accumulation of income through investment in fixed income securities.

16.2.5.2 Asset mix

Assets	Minimum	Maximum
Debt Instruments	60%	100%
Money Market instruments	Nil	40%

16.2.5.3 Risk Profile: Low to Medium**16.2.6 Money Market Fund (SFIN: ULIF005010206MONYMKTFFND111)****16.2.6.1 Objective**

To deploy the funds in liquid and safe instruments so as to avoid market risk on a temporary basis.

16.2.6.2 Asset mix

Assets	Minimum	Maximum
Debt instruments	Nil	20%
Money Market Instruments	80%	100%

16.2.6.3 Risk Profile: Low**16.2.7 Top 300 Fund (SFIN : ULIF016070110TOP300-FND111)****16.2.7.1 Objective**

To provide long term capital appreciation by investing in stocks of top 300 companies in terms of market capitalization on the National Stock Exchange.

16.2.7.2 Asset mix

Assets	Minimum	Maximum
Equity	60%	100%
Money Market Instruments and Cash	Nil	40%

16.2.7.3 Risk Profile: High

16.2.8 Bond Optimiser Fund (SFIN: ULIF032290618BONDOPTFND111)

16.2.8.1 Objective: To earn returns - higher than a pure fixed income fund by investing in a mix of Government Securities, Corporate Bonds, Money Market Instruments and upto 25 percent in Equity instruments. The policyholders benefit from interest income earned from Fixed Income Investment and steady capital appreciation from equity investments.

16.2.8.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	0%	25%
Debt instruments	75%	100%
Money market instruments	Nil	25%

16.2.8.3 Risk Profile: Low to Medium

16.2.9 Pure Fund (SFIN: ULIF030290915PUREULPFND111):

16.2.9.1 Objective: To provide high equity exposure targeting higher returns in the long term.

The Fund invests in Equities of sectors other than -

- a Banks, Financial institutions and non-banking financial companies,
- b Breweries, distilleries, alcohol based chemicals, cigarettes, tobacco,
- c Entertainment (Films, TV etc), Hotels, Gambling, Lotteries, Contests,
- d Leather, Animal Produce, sugar and hatcheries.

16.2.9.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	80%	100%
Money Market Instruments	0%	20%

16.2.9.3 Risk Profile: High

16.2.10 Midcap Fund: (SFIN: ULIF031290915MIDCAPFUND111)

16.2.10.1 Objective: To provide high equity exposure targeting higher returns in the long term, by investing predominantly in Midcap Companies.

16.2.10.2 Asset mix

Assets	Minimum	Maximum
Equity & Equity related instruments	80%	100%
Debt instruments	0%	20%
Money Market Instruments	0%	20%

16.2.10.3 Risk Profile: High

16.2.11 Corporate Bond Fund: (SFIN: ULIF033290618CORBONDFND111)

16.2.11.1 Objective: To earn steady income for policy holders by investing in debt instruments and optimize returns for the portfolio by predominantly investing in Corporate Bonds of medium term maturities.

16.2.11.2 Asset mix

Assets	Minimum	Maximum
Corporate Bonds	70%	100%
Government Securities	0%	30%
Money Market Instruments & Mutual Funds	0%	30%

16.2.11.3 Risk Profile: Low to Medium

16.2.12 Discontinued Policy Fund (SFIN : ULIF024110411DISCOPOFND111)

16.2.12.1 This fund is built to invest the amounts after deduction of applicable Discontinuance Charges, from the disinvested units of the policies Discontinued or Surrendered during the Lock-in Period in the Company's portfolio and to provide the Discontinuance Value or Surrender Value as applicable, to the Policyholders at end of the Lock-in Period or at the end of the revival period or date of surrender whichever is later.

16.2.12.2 The objective of the fund is to achieve relatively less volatile investment return mainly through debt instruments and accumulation of income through investment in fixed income securities and liquid assets.

16.2.12.3 This is a segregated fund of the Company and created as required by the IRDAI.

16.2.12.4 We do not offer you this fund as an investment option.

16.2.12.5 We provide a minimum investment return guarantee equal to 4% per annum or as prescribed in the prevailing regulation, on this fund

16.2.12.6 The Discontinued Policy Fund will have the following asset mix

Assets	Minimum	Maximum
Government Securities	60%	100%
Money Market Instruments	0%	40%

Risk Profile: Low

16.2.12.7 The income earned on this fund net of applicable FMC, will be apportioned to this fund and will be entirely available to you, as applicable.

16.3 Introduction of New Fund Options

We may establish new Fund Options with prior approval from IRDAI and we will notify you of the same.

16.4 Fund Closure

16.4.1 We may close existing funds with prior approval from the IRDAI. We will notify you in writing 3 months prior to the closure of the fund.

16.4.2 You can switch to other existing fund options without switching charges during the 3 months. If you do not switch in this period, we will switch your units to Money Market Fund .. No fee will be charged for switching in the event of such closure of funds.

16.5 Standard Force Majeure Provisions

16.5.1 The Insurer shall value the Funds (SFIN) on each day for which the financial markets are open. However, the Insurer may value the SFIN less frequently in extreme circumstances external to the Insurer i.e. in force majeure events, where the value of the assets is too uncertain. In such circumstances, the Insurer may defer the valuation of assets for up to 30 days until the Insurer is certain that the valuation of SFIN can be resumed.

16.5.2 The Insurer shall inform IRDAI of such deferment in the valuation of assets. During the continuance of the force majeure events, all request for servicing the policy including policy related

payment shall be kept in abeyance.

16.5.3 The Insurer shall continue to invest as per the fund mandates submitted. However, the Insurer shall reserve its right to change the exposure of all or any part of the Fund to Money Market Instruments [as defined under Regulations 2(j) of IRDAI (Investment) Regulations, 2016] in circumstances mentioned under points (16.5.1 and 16.5.2) above. The exposure to of the fund as per the fund mandates submitted shall be reinstated within reasonable timelines once the force majeure situation ends.

16.5.4 Few examples of circumstances as mentioned [in point 16.5 (16.5.1 & 16.5.2) above] are:

16.5.4.1 when one or more stock exchanges which provide a basis for valuation of the assets of the fund are closed otherwise than for ordinary holidays.

16.5.4.2 when, as a result of political, economic, monetary or any circumstances which are not in the control of the insurer, the disposal of the assets of the fund would be detrimental to the interests of the continuing Policyholders.

16.5.4.3 in the event of natural calamities, strikes, war, civil unrest, riots and bandhs.

16.5.4.4 in the event of any force majeure or disaster that affects the normal functioning of the Insurer.

16.5.5 In such an event, an intimation of such force majeure event shall be uploaded on the Insurer's website for information.

16.6 We will send on half-yearly basis a statement of account giving various details pertaining to your policy, e.g. total premium paid by you, status of policy, total Fund Value etc. These statements are sent by Ordinary post and non-receipt of Fund Statements shall not be deemed to be a breach of terms and conditions of the policy.

17 Units

17.1 Creation of Account

We will invest your Premium (net of Allocation Charges) in your chosen funds.

17.2 Allocation of Units

We will allocate units based on the NAVs prevailing on the Date of Allocation.

We will calculate the NAVs up to 4 decimal places. We may change the number of decimal places in future.

17.3 Redemption of Units

We will redeem the units based on the NAVs on the Date of Redemption.

17.4 Calculation of NAV

17.4.1 Valuation of funds

17.4.1.1 We will value the assets underlying the units on all Business Days if either Equity or Debt market is open. In case of market uncertainties where it is difficult to value the assets the valuation shall be done on a less frequent basis.

17.4.1.2 Based on the valuation of the assets, we will compute the unit price.

17.4.1.3 We shall compute the NAV as per the below given formula

[Market value of investment held by the fund
+ the value of any current assets
- the value of any current liabilities & provisions, if any]
divided by

[Number of units existing on valuation date, (before creation/redemption of units)]

17.5 Date of NAV for Allocation, Redemption and Cancellation of Units

We give below the allocation and redemption of units for various transactions and the applicable NAV dates.

Type of transaction	Applicable event date
First Premium	Date of realization or date of acceptance of risk, whichever is later

Renewal Premium through demand draft or local cheque payable at par	Date of receipt of instrument or due date of premium, whichever is later
Renewal Premium through outstation cheque or demand draft	Date of realization or due date of premium, whichever is later
Partial withdrawal, Switch or Free-look cancellation	Date of receipt of a valid request
Death Benefit claim	Date of receipt of death claim intimation
Revival processed without any fresh evidence of health and premium through demand draft or local cheque payable at par	Date of receipt of instrument
Revival processed without any fresh evidence of health and premium through outstation demand draft or cheque	Date of realization
Termination	Date of termination
Maturity Benefit	Date of Maturity
Surrender	Date of receipt of valid Surrender request
Discontinuance	Date of Discontinuance
Settlement Option	Date of payment under Settlement Option
Revival processed after submission of fresh evidence of health	Date of realization of instrument or date of acceptance of underwriting acceptance of revival, whichever is later

17.5.1 In case of transactions through electronic transfer or other approved modes, we will consider closing NAV of transaction realisation date.

17.5.2 If the above applicable event occurs by the cut-off time, we will apply the closing NAV of the same day.

17.5.3 If the above applicable event occurs after the cut-off time, we will apply the closing NAV of the next day.

17.5.4 The current cut-off time is 3.00 p.m. This cut-off time may change as per IRDAI's prevailing guidelines.

17.5.5 If we change this cut-off time, we will notify you through our website.

18 Charges

18.1 Policy Administration Charges

18.1.1 We will charge policy administration charges as per the rates given in the table below.

Policy Year	Regular Premium and LPPT Policy	Single Premium Policy
1-5	Nil	Rs 50/- per month
6 onwards	Rs 60/- per month	Rs 50/- per month

18.1.2 We will recover these charges on the first Business Day of every Policy Month by cancelling units from funds in proportion to their sizes.

18.1.3 The Policy administration charge would be subject to a cap of Rs.500 per month. However, revision of charges would be subject to prior approval of IRDAI.

18.2 Fund Management Charges

18.2.1 We will recover Fund Management Charge (FMC) on a daily basis, as a percentage of the Fund Value which will be reflected in the NAV of the funds.

The annual FMC for the funds will be as follows: Fund Options	FMC (p.a.)
Equity Fund	1.35%

Equity Optimiser Fund	1.35%
Growth Fund	1.35%
Balanced Fund	1.25%
Bond Fund	1.00%
Money Market Fund	0.25%
Top 300 Fund	1.35%
Pure Fund	1.35%
Midcap Fund	1.35%
Bond Optimiser Fund	1.15%
Corporate Bond Fund	1.15%
Discontinued Policy Fund	0.50%

18.2.2 The FMC for all funds except Discontinued Policy Fund, would be subject to a cap of 1.35%. We may revise these charges subject to prior approval of IRDAI.

18.3 Discontinuance Charges

18.3.1 We will recover Discontinuance Charges from the Fund Value.

18.3.2 The Discontinuance Charges for Limited and Regular premium policies are as per the following table:

Year of Discontinuance	Discontinuance Charges for the policies having annualized premium up to Rs. 50,000	Discontinuance Charges for the policies having annualized premium above Rs. 50,000
1	Lower of 20% × (Annualized Premium or Fund Value) subject to maximum of Rs. 3,000	Lower of 6% × (Annualized Premium or Fund Value) subject to maximum of Rs. 6,000
2	Lower of 15% × (Annualized Premium or Fund Value) subject to maximum of Rs. 2,000	Lower of 4% × (Annualized Premium or Fund Value) subject to maximum of Rs. 5,000
3	Lower of 10% × (Annualized Premium or Fund Value) subject to maximum of Rs.1,500	Lower of 3% × (Annualized Premium or Fund Value) subject to maximum of Rs.4,000
4	Lower of 5% × (Annualized Premium or Fund Value) subject to maximum of Rs.1,000	Lower of 2% × (Annualized Premium or Fund Value) subject to maximum of Rs.2,000
5 onwards	Nil	Nil

18.3.3 The Discontinuance Charges for Single premium policy are as per the following table:

Year of Discontinuance	Discontinuance Charges
1	Lower of 2 % x (Single Premium or Fund Value) subject to maximum of Rs 3,000
2	Lower of 1.5 % x (Single Premium or Fund Value) subject to maximum of Rs 2,000
3	Lower of 1.00 % x (Single Premium or Fund Value) subject to maximum of Rs 1,500
4	Lower of 0.5 % x (Single Premium or Fund Value) subject to maximum of Rs 1,000
5 onwards	Nil

18.3.4 The year of Discontinuance is the Policy Year in which the Date of Discontinuance falls.

18.4 Premium Allocation charges

18.4.1 We will recover premium Allocation Charges as a percentage of Premium as per the following table:

18.4.2

Policy Year	Regular Premium Plan	Limited Premium Plan				Single Premium Plan
		7 year PPT	10 year PPT	12 year PPT	15 year PPT	
1	9.0%	9.0%	9.0%	9.0%	9.0%	3.0%
2	6.5%	6.5%	6.5%	6.5%	6.5%	NA
3	6.5%	6.5%	6.5%	6.5%	6.5%	NA
4	6.0%	6.0%	6.0%	6.0%	6.0%	NA
5	6.0%	6.0%	6.0%	6.0%	6.0%	NA
6	3.5%	3.5%	3.5%	3.5%	3.5%	NA
7	3.5%	3.5%	3.5%	3.5%	3.5%	NA
8	3.0%	NA	3.0%	3.0%	3.0%	NA
9	3.0%	NA	3.0%	3.0%	3.0%	NA
10	3.0%	NA	3.0%	3.0%	3.0%	NA
11 years onwards	Nil	NA	NA	Nil	Nil	NA

18.4.3 We will allocate your Premiums to the funds after deducting these charges.

18.5 Switching Charges

18.5.1 We will charge you Rs.100 per Switch from third Switch onwards in the same Policy Year.

18.5.2 We will recover the charge from Switching amount

18.5.3 The Switching charge would be subject to a cap of Rs.500 per switch. However, revision of charges would be subject to prior approval of IRDAI

18.6 Partial Withdrawal Charges

18.6.1 We will charge Rs.100 for the second withdrawal in any Policy Year.

18.6.2 We will recover the charge by way of cancellation of units.

18.6.3 The Partial withdrawal charge would be subject to a cap of Rs.500 per transaction. However, revision of charges would be subject to prior approval of IRDAI.

18.7 Premium Re-direction charges

18.7.1 We will not charge for Premium Re-direction.

18.7.2 The Premium Re-direction charge would be subject to a cap of Rs.500 per transaction. However, revision of charges would be subject to prior approval of IRDAI

18.8 Mortality Charges

18.8.1 We will calculate Mortality Charges based on the Age of the Life Assured.

18.8.2 We will charge the same on the first Business Day of every policy month by cancelling units in proportion to their sizes.

18.8.3 Monthly Mortality Charges = Sum-at-risk × (Annual Mortality Charge per unit Sum-at-risk / 12)

18.8.4 The Annual Mortality Charge will be as per the following table:

Annual Mortality Charge per Rs. 1,000 Sum-at-risk							
Age of the Life Assured	Standard Mortality Charges	Age of the Life Assured	Standard Mortality Charges	Age of the Life Assured	Standard Mortality Charges	Age of the Life Assured	Standard Mortality Charges
2	3.09	20	1.08	38	1.93	56	10.66
3	2.33	21	1.12	39	2.08	57	11.50
4	1.76	22	1.14	40	2.26	58	12.39
5	1.34	23	1.16	41	2.46	59	13.35
6	1.02	24	1.17	42	2.69	60	14.38
7	0.80	25	1.19	43	2.97	61	15.51
8	0.65	26	1.20	44	3.28	62	16.75
9	0.56	27	1.21	45	3.64	63	18.11
10	0.52	28	1.23	46	4.06	64	19.62
11	0.53	29	1.25	47	4.53	65	21.28
12	0.56	30	1.28	48	5.06	66	23.11
13	0.62	31	1.32	49	5.63	67	25.13
14	0.70	32	1.37	50	6.26	68	27.34
15	0.78	33	1.43	51	6.92	69	29.76
16	0.85	34	1.50	52	7.62	70	32.41
17	0.93	35	1.58	53	8.34		
18	0.99	36	1.68	54	9.09		
19	1.04	37	1.80	55	9.86		

18.8.5 Sum-at-risk is the higher of the following two amounts for in-force policies:

18.8.5.1 Sum Assured less Applicable Partial Withdrawals (APW) less your Fund Value as on the date of calculation or

18.8.5.2 105% of the total premiums received upto the date of calculation less Applicable Partial Withdrawals (APW) less your Fund Value as on the date of calculation.

18.8.6 Sum-at-risk is for paid-up policies: Paid-up sum assured less Applicable Partial Withdrawals (APW) less your Fund Value as on the date of calculation

18.8.7 Sum-at-risk for the first month of the policy is sum assured less 1st investible premium received (i.e. premium received net of allocation charges)

18.8.8 Applicable Partial Withdrawal (APW) for sum-at-risk calculation:

18.8.8.1 The partial withdrawals made in the last 2 years immediately preceding the date of calculation..

18.8.9 We will consider Sum-at-risk as zero if it is less than zero.

18.9 New services and revision of charges

Part E

**SBI Life – Smart Wealth Builder Policy Document (UIN: 111L095V03)
An Individual, Unit- Linked, Non-Participating, Life Insurance Product**

- 18.9.1** We may change any of the charges, except for premium allocation and mortality charges, subject to approval by the IRDAI. Premium Allocation Charges and Mortality Charges are guaranteed for the entire policy term.
- 18.9.2** We may introduce new services and the corresponding charges, with prior approval of IRDAI.
- 18.9.3** We will notify the new services, charges and change in charges for existing services through our website.

SAMPLE

PART F

19 General Terms - Miscellaneous

19.1 Death Claim: The Procedure for payment of death claim shall be as follows provided the claim is found admissible and payable

19.1.1 The Policyholder, Nominee or the legal heir, as the case may be, should intimate the death of the Life Assured in writing, stating at least the policy number, cause of death and date of death.

19.1.2 We will require the following documents:

- Original policy document
- Original death certificate from municipal / local authorities
- Claimant's statement and claim forms in prescribed formats along with self attested KYC and bank details with copy of cancelled cheque leaf/passbook copy
- Any other documents including post-mortem report, first information report where applicable

19.1.3 Claim under the policy should be filed with us within 90 days of date of death. 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.

19.1.4 If the policy is assigned, we will pay the claim to the Assignee.

19.1.5 If the policy is not assigned, and

19.1.5.1 you are not the Life Assured, we will pay you or your legal heir

19.1.5.2 you are the Life Assured, we will pay

19.1.5.2.1 the Nominee, if the Nominee is not a Minor and if nomination is not disputed

19.1.5.2.2 the Appointee, if the Nominee is a Minor and if nomination/appointee is not disputed

19.1.5.2.3 your legal heir, if nomination is not valid

19.2 Maturity Claim

19.2.1 You are required to submit the original policy document and the discharge form at any of our offices.

19.2.2 If the policy is assigned, we will pay the claim to the Assignee.

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

19.3 Surrender claim

19.3.1 We will require the original policy document and discharge form.

19.3.2 If the policy is assigned the surrender request has to be submitted by the Assignee and you jointly, we will pay the Surrender Value to the Assignee.

19.3.3 If the policy is not assigned, we will pay the Surrender Value to

19.3.3.1 you

19.3.3.2 your legal heir, in case of death of Policyholder subsequent to date of Surrender request but before date of payment.

19.4 Nomination

19.4.1 If you are the policyholder and the life insurance cover is on your own life, you may, when affecting 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.

19.4.2 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.

19.4.3 You may cancel or change the existing nomination.

19.4.4 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.

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

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

[A leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure – II for reference.]

19.5 Assignment

- 19.5.1 You may assign the policy subject to the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time.
- 19.5.2 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.
- 19.5.3 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.
- 19.5.4 You may assign your policy wholly or in part.
- 19.5.5 You may assign your policy either absolutely or conditionally, and at any point of time there can be only one assignment under your policy.
- 19.5.6 The assignment or reassignment of your policy should be registered with us so as to make it binding on us.
- 19.5.7 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 as Annexure – I for reference.]

19.6 Non-disclosure

- 19.6.1 We have issued your policy based on your statements in your proposal form, personal statement, medical reports and any other documents that are submitted to us.
- 19.6.2 If we find that any of this information is inaccurate or false or you have withheld any material information or in case of fraud, we will have a right to repudiate all the claims under your policy and / or cancel your policy as applicable subject to the provisions of section 45 of the Insurance Act, 1938 as amended from time to time and no benefit under the policy is payable.
- 19.6.3 If we repudiate the claim under your policy / and or cancel your policy on the grounds of fraud, we would forfeit the premiums received under your policy and we shall not entertain any claim under your policy.
- 19.6.4 If we repudiate death claim / and or cancel your policy on any grounds other than fraud, we may pay such amounts as are payable under the policy subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time.

[A leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – III for reference.]

19.7 Misstatement of age

If we find that the correct age of the Life Assured is different from that mentioned in the proposal form, we will check the eligibility for the life cover, as on the Date of Commencement of Policy.

19.7.1 If eligible,

- 19.7.1.1 If the correct age is found to be higher, we will recover the difference in Mortality Charges along with interest by cancelling units from all your funds in proportion to their sizes. We may require medical reports depending on your correct age and assess the risk afresh. We may charge an extra premium or even decline your proposal and refund your fund value in case we cannot offer you the risk cover for the revised age.
- 19.7.1.2 If the correct age is found to be lower,
- 19.7.1.3 we will allocate additional units for the difference in Mortality Charges to all your funds in proportion to their sizes.
- 19.7.1.4 We will terminate your policy, if your Fund Value is not sufficient to cover the difference in charges and applicable interest.

19.7.2 If not eligible,

- 19.7.2.1 We will terminate your policy.

19.7.2.2 We will pay you the Fund Value as on the date of decision after deducting applicable Discontinuance Charges.

19.8 Participation in profits

Your policy does not participate in our profits

19.9 Taxation

19.9.1 You are liable to pay 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 all the applicable charges, as per the product feature. Taxes will be collected over and above the charges deducted under your policy.

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

19.10 Automatic transfer of rights for minor Life Assured

19.10.1 If the Life Assured is a Minor at inception, then, you are the owner of the policy.

19.10.2 The Life Assured will automatically become the Policyholder and the sole owner of the policy on the Policy Anniversary following the date of attainment of 18 years of age.

19.11 Date formats

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

19.12 Electronic transactions

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

19.13 Communications

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

19.13.2 We will send correspondence to the mailing address, email ID or mobile number you have provided in the proposal form or to the address subsequently changed and registered by you with us.

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

19.13.4 Your correspondence can be addressed to any of SBI Life branch offices or to its Central Processing Centre at the address below:

SBI Life Insurance Company Limited
Central Processing Centre,
7th Level (D Wing) & 8th Level,
Seawoods Grand Central
Tower 2, Plot No R-1, Sector-40,
Seawoods, Nerul Node, Dist. Thane,
Navi Mumbai-400 706
Telephone No. + 91 - 22 - 6645 6785
E-mail: info@sbilife.co.in

19.13.5 It is important that you keep us informed of your changed address and any other communication details to ensure that you receive all communications.

PART G

20 Complaints

20.1 Grievance redressal procedure

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

20.1.2 You can also call us on our toll-free number: 1800 267 9090 (9a.m. to 9p.m. and these timings are subject to change).

20.1.3 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 6785
E-mail Id: hcr@sbilife.co.in

20.1.4 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”.

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

Office of the Insurance Ombudsman
3rd Floor, Jeevan Seva Annexe,
S.V. Road, Santa Cruz (W),
Mumbai – 400 054.
Telephone No.: +91 – 22 – 69038821/23/24/25/26/27/28/28/29/30/31
Fax No. : +91 – 22 – 2610 6052
E-mail : bimalokpal.mumbai@cioins.co.in

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

20.1.7 If you are not satisfied with the response or do not receive a response from us within 15 days of lodging the complaint through our Grievance Redressal Mechanism; you may escalate the complaint to IRDAI through the Integrated Grievance Management System (IGMS) website: <https://www.irdai.gov.in> (Other Links >> Online Registration of Policyholder Complaints) or contact IRDAI Grievance Call Centre on toll-free number: 155255/ 1800 4254 732 or alternatively you may send an email on complaints@irdai.gov.in

20.1.8 The postal address of IRDAI for communication for complaints by paper is as follows: Consumer Affairs Department, Insurance Regulatory and Development Authority of India, SY No 115/1, Financial district, Nanakramguda, Gachibowli, Hyderabad – 500032.

21 Relevant Statutes

21.1 Governing laws and jurisdiction

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

21.2 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 out 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 prospectus 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 a penalty which may extend to ten lakh rupees.

21.3 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.]

21.4 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.

21.5 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

Part G

**SBI Life – Smart Wealth Builder Policy Document (UIN: 111L095V03)
An Individual, Unit- Linked, Non-Participating, Life Insurance Product**

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.docx

21.6 Protection of Policyholders’ Interest

The IRDAI has issued the IRDAI (Protection of Policyholders’ Interest) Regulation, 2017, provide for protection of the interest of the policyholders. The provisions of this regulation will be applicable and subject to the prevailing law, as amended from time to time.

***** End of Policy Booklet *****

Section 38 - Assignment and Transfer of Insurance Policies

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

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

i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR

ii. the insured surviving the term of the policy

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

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person

a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and

b. may institute any proceedings in relation to the policy

c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

SAMPLE

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 dated 23.03.2015. The extant provisions in this regard are as follows:

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

- d. spouse and children
- e. or any of them

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

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.

17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

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

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

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

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

whichever is later.

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

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

whichever is later.

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

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

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

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

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

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

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

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

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

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

SAMPLE