

**Part A SBI Life – Sampoon Cancer Suraksha Policy Document (UIN:111N109V03)  
Individual, Non-participating, Non-linked Health Insurance Pure Risk Premium Product**

**Part A**

**WELCOME LETTER**

Date: <<dd/mm/yyyy>>

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

Customer No.	:	<<>>
Policy No.	:	<<>>
Product Name	:	<SBI Life - Sampoon Cancer Suraksha>>
UIN	:	<<111N109V03>>

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 and health insurance needs.

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

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

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

- 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
- Register on our **Customer Self Service website** <http://mypolicy.sbilife.co.in> to avail various online services available.
- All your servicing requests should be submitted only to your local SBI Life service branch as mentioned above or your nearest SBI Life branch.
- Please note that the digitally signed copy of your policy bond is available on our website www.sbilife.co.in. This can be viewed in a secure manner through one time password. Please visit our website for details.

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

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

**Part A**                                    **SBI Life – Sampooran Cancer Suraksha Policy Document (UIN:111N109V03)**  
**Individual, Non-participating, Non-linked Health Insurance Pure Risk Premium Product**

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

Yours truly,

<signature>

<<(Name of Signatory)>>

<<(Designation of Signatory)>>

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

**SAMPLE**

Welcome Letter – Regional Language

SAMPLE

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***First Premium Receipt***

SAMPLE

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SAMPLE

**CUSTOMER INFORMATION SHEET for “SBI Life– Sampoorn Cancer Suraksha”**

<b>Sr. No.</b>	<b>Title</b>	<b>Description</b>	<b>Policy clause No.</b>								
1	Product Name	SBI Life – <b>Sampoorn Cancer Suraksha</b>									
2	What am I covered for	<p>SPECIFY AS PER POLICY TERMS AND CONDITIONS                      The benefit structure, once chosen at policy inception, cannot be modified over the term of the policy.</p> <table border="1" data-bbox="402 594 1170 989"> <thead> <tr> <th><b>Benefit Structure</b></th> <th><b>Coverage</b></th> </tr> </thead> <tbody> <tr> <td><b>Standard</b></td> <td> <ul style="list-style-type: none"> <li>Minor &amp; Major Stage of cancer</li> </ul> </td> </tr> <tr> <td><b>Classic</b></td> <td> <ul style="list-style-type: none"> <li>Minor, Major &amp; Advanced Stage of cancer</li> </ul> </td> </tr> <tr> <td><b>Enhanced</b></td> <td> <ul style="list-style-type: none"> <li>Minor, Major &amp; Advanced Stage of cancer</li> <li>Sum Assured Reset Benefit</li> </ul> </td> </tr> </tbody> </table>	<b>Benefit Structure</b>	<b>Coverage</b>	<b>Standard</b>	<ul style="list-style-type: none"> <li>Minor &amp; Major Stage of cancer</li> </ul>	<b>Classic</b>	<ul style="list-style-type: none"> <li>Minor, Major &amp; Advanced Stage of cancer</li> </ul>	<b>Enhanced</b>	<ul style="list-style-type: none"> <li>Minor, Major &amp; Advanced Stage of cancer</li> <li>Sum Assured Reset Benefit</li> </ul>	3
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3	What are the major exclusions in the policy	<ul style="list-style-type: none"> <li>Any pre-existing cancer including carcinoma in situ</li> <li>Diseases arising out of Nuclear, biological or chemical contamination (NBC)</li> </ul>	13.5								
4	Waiting period	<ul style="list-style-type: none"> <li><b>Initial waiting Period:</b> 180 days from the date of commencement of risk or date of revival, whichever is later, during which if cancer is detected, no claim will be admissible/payable.</li> <li><b>Survival Period:</b> Survival Period of 5 days is applicable, i.e. for a claim to be valid; the life assured should have survived at least for a period of 5 days from the date of diagnosis</li> <li><b>Pre-existing diseases:</b> Not covered</li> </ul>	13.2  13.3								

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5	Payment basis	<p>Stage-wise lumpsum payout on diagnosis of cancer provided the diagnosis is as per the definitions mentioned(provided policy is in force) The benefit structure, once chosen at policy inception, cannot be modified over the term of the policy.</p> <p><b>Standard</b></p> <table border="1" data-bbox="402 510 1206 1644"> <thead> <tr> <th data-bbox="402 510 743 552">Contingency</th> <th data-bbox="743 510 1206 552">Benefit</th> </tr> </thead> <tbody> <tr> <td data-bbox="402 552 743 636">On diagnosis of Minor Stage (CIS)</td> <td data-bbox="743 552 1206 636">Lump sum benefit of 30% of the Sum Assured would be payable</td> </tr> <tr> <td data-bbox="402 636 743 720">On diagnosis of Minor Stage (Early Stage cancer)</td> <td data-bbox="743 636 1206 720">Lump sum benefit of 30% of the Sum Assured would be payable</td> </tr> <tr> <td data-bbox="402 720 743 1507">On diagnosis of Major Stage cancer</td> <td data-bbox="743 720 1206 1507">Lump sum benefit which will be equal to the balance of 100% of the Sum Assured, less claims paid earlier, if any , would be payable. You have the option to take 40% of the sum assured as monthly income benefit spread over 3 years and rest as lump sum benefit under Major stage claim. The monthly income benefit would be 1.20% of the sum assured. This is a guaranteed benefit. Once opted, it would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.</td> </tr> <tr> <td data-bbox="402 1507 743 1549">Death</td> <td data-bbox="743 1507 1206 1549">No benefit is payable</td> </tr> <tr> <td data-bbox="402 1549 743 1591">Maturity</td> <td data-bbox="743 1549 1206 1591">No benefit is payable</td> </tr> <tr> <td data-bbox="402 1591 743 1644">Surrender</td> <td data-bbox="743 1591 1206 1644">No benefit is payable</td> </tr> </tbody> </table>	Contingency	Benefit	On diagnosis of Minor Stage (CIS)	Lump sum benefit of 30% of the Sum Assured would be payable	On diagnosis of Minor Stage (Early Stage cancer)	Lump sum benefit of 30% of the Sum Assured would be payable	On diagnosis of Major Stage cancer	Lump sum benefit which will be equal to the balance of 100% of the Sum Assured, less claims paid earlier, if any , would be payable. You have the option to take 40% of the sum assured as monthly income benefit spread over 3 years and rest as lump sum benefit under Major stage claim. The monthly income benefit would be 1.20% of the sum assured. This is a guaranteed benefit. Once opted, it would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.	Death	No benefit is payable	Maturity	No benefit is payable	Surrender	No benefit is payable	3.1
Contingency	Benefit																
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<b>Classic</b>	
<b>Contingency</b>	<b>Benefit</b>
On diagnosis of Minor Stage (CIS)	Lump sum benefit of 30% of the Sum Assured would be payable
On diagnosis of Minor Stage (Early Stage cancer)	Lump sum benefit of 30% of the Sum Assured would be payable
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On diagnosis of Advanced Stage cancer	Lump sum benefit equal to the balance of 150% of the Sum Assured, less claims paid earlier, if any, would be payable.
Death	No benefit is payable
Maturity	No benefit is payable
Surrender	No benefit is payable



<b>Enhanced</b>	
<b>Contingency</b>	<b>Benefit</b>
On diagnosis of Minor Stage claim (CIS)	Lump sum benefit of 30% of the Sum Assured would be payable
On diagnosis of Minor Stage claim (Early Stage cancer)	Lump sum benefit of 30% of the Sum Assured would be payable
On diagnosis of Major Stage cancer	Lump sum benefit which will be equal to the balance of 100% of the Sum Assured, less claims paid earlier, if any, would be payable. You have the option to take 40% of the sum assured as monthly income benefit spread over 3 years and rest as lump sum benefit under Major stage claim. The monthly income benefit would be 1.20% of the sum assured. This is a guaranteed benefit. Once opted, it would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
On diagnosis of Advanced Stage cancer	Lump sum benefit equal to the balance of 150% of the Sum Assured, less claims paid earlier, if any, would be payable.
Death	No benefit is payable
Maturity	No benefit is payable
Surrender	No benefit is payable
Sum assured reset benefit: We will restore the sum assured after a period of 3 years from the date of last diagnosis of a valid Minor or Major cancer claim and subject to no further diagnosis of Minor, Major or Advanced cancer during this period of 3 years provided the life assured had undergone	

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		cancer surgery or radiotherapy or chemotherapy or any medically necessary treatment for previous cancer(s). >> Life Assured who have been diagnosed with cancer can avail second medical opinion any time during the policy term provided the policy is in-force.							
6	Loss Sharing	Not applicable							
7	Renewal Conditions	<ul style="list-style-type: none"> <li>Your premiums of this policy are fixed for a block of five policy years, that is, the premium rates of this policy may be reviewed after each block of 5 years.</li> <li>The premium may be revised based on our claim experience under the product subject to prior IRDAI approval. Claim experience refers to the company's experience on the whole and the premium revision will not be based on your claim history alone.</li> <li>The revised premiums would continue to be based on your age at entry.</li> <li>We will give a notice of three months prior to such revision and we shall inform you the revised installment premium.</li> <li>You would have to pay the revised premium within 30 days from the due date.</li> <li>If you don't pay the premium within 30 days, then the policy would lapse.</li> </ul>	5						
8	Renewal Benefits	On renewal of your policy, you would continue to be covered under the policy.	4						
9	Cancellation	<p>Your policy will terminate on the earliest of the following:</p> <ul style="list-style-type: none"> <li>on free-look cancellation or</li> <li>the date of death of the Life Assured or</li> <li>on payment of below claim depending on the benefit structure chosen</li> </ul> <table border="1" data-bbox="516 1430 1057 1755"> <tr> <td>Standard</td> <td>Payment of claim as under major stage cancer</td> </tr> <tr> <td>Classic</td> <td>Payment of claim as under advanced stage cancer</td> </tr> <tr> <td>Enhanced</td> <td>Payment of claim as under advanced stage cancer</td> </tr> </table> <ul style="list-style-type: none"> <li>on the expiry of the Revival Period if you have not revived your Lapsed Policy during revival period; the cover would lapse if you don't pay the premium within grace period. or</li> </ul>	Standard	Payment of claim as under major stage cancer	Classic	Payment of claim as under advanced stage cancer	Enhanced	Payment of claim as under advanced stage cancer	10
Standard	Payment of claim as under major stage cancer								
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Enhanced	Payment of claim as under advanced stage cancer								

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		<ul style="list-style-type: none"> <li>• on cancellation/ termination of the Policy by Us on grounds of misrepresentation, fraud or nondisclosure established or</li> <li>• on the date your policy term ends</li> </ul>	
10	Claims	<p>On diagnosis of cancer, you or the life assured or nominee should intimate the diagnosis of cancer of the life assured in writing, stating at least the policy number and the stage of the cancer claim.</p> <p>We will require the following documents to process the claim:</p> <ul style="list-style-type: none"> <li>• Copy of policy document</li> <li>• Claimant’s statement and claim forms in prescribed formats</li> <li>• Treating doctor’s certificate</li> <li>• Proof of the diagnosis of cancer to our satisfaction, including medical reports and histological reports</li> <li>• Proof of the treatment undergone (cancer surgery or radiotherapy or chemotherapy or any medically acceptable and medically necessary treatment for previous cancer(s) for sum assured reset benefit.</li> <li>• Any other document as the company may require depending on the type / cause of claim</li> <li>• Proof of Occurrence of Cancer</li> <li>• Proof of occurrence of the insured event covered by this policy must be supported by: <ul style="list-style-type: none"> <li>• Certificate from an Appropriate Specialist Medical Practitioners registered in India (or other country approved by SBI Life), not being the policy owner, Life Insured or the respective partner or spouse or relatives</li> <li>• Confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence</li> <li>• Any such documents which we may require.</li> </ul> </li> </ul>	9
11	Policy Servicing/ Grievances/Complaints	<p>Your local SBI Life service branch:  &lt;&lt;SBI Life branch address&gt;&gt;</p> <p>Toll free customer service helpline 18002679090 (Timings: 9:00 a.m. to 9:00 p.m.)  E-mail us at <a href="mailto:info@sbilife.co.in">info@sbilife.co.in</a>, or visit us at <a href="http://www.sbilife.co.in">www.sbilife.co.in</a>.  E-mail id (health insurance related claims for senior citizens): <a href="mailto:helpsc@sbilife.co.in">helpsc@sbilife.co.in</a></p>	Welcome Letter & clause 13,14,15

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		<p>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  7th Level (D Wing) &amp; 8th Level, Seawoods Grand Central,  Tower 2, Plot No. R-1, Sector 40, Seawoods,  Nerul Node, Navi Mumbai - 400 706  Dist. Thane, Maharashtra  Telephone No.: +91 - 22 – 6645 6785</p> <p>E-mail Id: <a href="mailto:info@sbilife.co.in">info@sbilife.co.in</a>  E-mail id: <a href="mailto:helpsc@sbilife.co.in">helpsc@sbilife.co.in</a></p> <p>Insurance Ombudsman address is available on the website of IRDAI, <a href="http://www.irdai.gov.in">http://www.irdai.gov.in</a> and in our website <a href="http://www.sbilife.co.in">http://www.sbilife.co.in</a>.</p> <p>In case the complaint is not fully attended by us within 15 days of lodging the complaint through our Grievance Redressal Mechanism; you may escalate the complaint to IRDAI through the Integrated Grievance Management System (IGMS) website: <a href="http://www.igms.irda.gov.in">http://www.igms.irda.gov.in</a> or contact IRDAI Grievance Call Centre on toll-free number : 155255 / 1800 4254 732</p>	
12	Insured's Rights	<p><b>Grace Period:</b></p> <ul style="list-style-type: none"> <li>• 30 days from the due dates for premium frequencies of yearly, half-yearly and quarterly</li> <li>• 15 days for monthly frequency.</li> </ul> <p>In case of revision of premium, you would have 30 days of grace period irrespective of premium frequency mode.</p> <p><b>Free Look:</b>  15 days for policies sourced through any channel other than Distance Marketing Channel and electronic policies  30 days for policies sourced through Distance Marketing Channel and electronic policies</p>	6  13.1
13	Insured's Obligations	<p>Please provide correct information in the proposal form and disclose all pre-existing disease/s or condition/s before buying a policy.</p> <p>Non-disclosure may result in claim not being paid.</p>	13.9

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

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SAMPLE



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

**POLICY  
DOCUMENT**

***SBI LIFE –SAMPOORN CANCER  
SURAKSHA***

*UIN:<<111N109V03>>*

**(AN Individual, Non-participating, Non-linked Health  
Insurance Pure Risk Premium Product)**

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

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

**Policy Preamble**

Welcome to your **SBI Life — Sampoon Cancer Suraksha** policy and thank you for preferring **SBI Life Insurance Company Limited** to provide you with insurance solutions. The UIN allotted by IRDAI for this product is **111N109V03**.

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 carefully to make sure you are satisfied. Please keep these in a safe place.

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

SBI Life – **Sampoon Cancer Suraksha** policy is an individual, non-participating, non-linked health insurance pure risk premium product.

In return for your premiums we will provide benefits as described in Part C and D 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 person(s) entitled as set out in the policy document, on proof to our satisfaction, of such benefits having become payable and of the title of the persons claiming the payments.

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

If you require further information, please contact us or the Agent/ facilitator mentioned below. You may also contact the Third Party Administrator (TPA) mentioned below for any assistance regarding medical examination, claim servicing etc scheduled by the Company, if any. The complete list of TPAs engaged by the Company is available on the website [www.sbilife.co.in](http://www.sbilife.co.in).

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

**Part A** **SBI Life – Samporn Cancer Suraksha Policy Document (UIN:111N109V03)**  
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**Policy Schedule**

<b>Identification</b>	
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 >>

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



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Nomination				
14. Name of the Nominee(s)	Relationship with the life assured	Date of Birth	Gender	% Share
15. Name of the Appointee(s)	Relationship with nominee	Date of Birth	Gender	

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 Review date	<< dd/mm/yyyy >> & after every 5 years thereafter
20. Premium due dates	<<<>>
21. Due Date of Last Premium	<< dd/mm/yyyy >>
22. Cover End Date	<< dd/mm/yyyy >>

Basic policy information	
23. Benefit Structure	<< Standard/Classic/Enhanced >>
24. Basic Sum Assured (Rs.)	<<<>>
25. Premium frequency	<< Yearly / Half-Yearly / Quarterly / Monthly >>
26. Policy Term	
27. Premium Payment Term	
28. Premium waiver Benefit Period	<< 5 years / Outstanding policy term >>
29. Total Installment Premium, excluding applicable Taxes	
30. Applicable Taxes*	
31. Applicable rate of Tax*	
32. Total Installment Premium, including applicable taxes	

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\*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.

<< To be printed only when the policyholder is staff member/online sales >>

We have provided the following discount to you on your premium

<b>Policy Year</b>	<b>Discount applicable on the tabular premium</b>
Throughout the premium payment term	<<5 % >>

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

<b>Authorised Signatory</b>			
<b>Name</b>			
<b>Designation</b>			
<b>Date</b>		<b>Place</b>	

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

<< Digital Signature >>

(Signature)  
Proper Officer

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

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

**Part A** **SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V03)**  
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**Policy Booklet**

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**Part B**

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

**1. Definitions**

These definitions apply throughout your policy document.

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

<b>Expressions</b>	<b>Meanings</b>
1. Advanced Stage Cancer	Means all Stage IV malignant tumor with the presence of distant metastasis. The diagnosis of malignancy must be confirmed by histological evidence. A spread to lymph nodes only is not covered under this definition.
2. Age	is the age last birthday; i.e., the age in completed years.
3. Age at entry †	is the age last birthday on the date of commencement of your policy.
4. Annualised Premium	Shall be the premium amount payable in a policy year chosen by the policyholder, excluding the applicable taxes, underwriting extra premiums and loadings for modal premiums, if any. Please note that the premiums are guaranteed for only five years.
5. Appointee †	is the person who is so named in the proposal form or subsequently changed by an endorsement, who is authorized to give a valid discharge to the policy monies in case of the death of the life assured during the term of the policy while the nominee is a minor.
6. Assignment	is the transfer of rights and benefits of an insurance policy under section 38 of the Insurance Act, 1938, as amended from time to time.
7. Base Policy	is that part of your policy which covers benefit structures as explained under this policy document.
8. Beneficiary	the persons nominated by the policy owner to receive the insurance benefits under the provisions of your policy. The Beneficiary may be you, or the nominee or the legal heirs as the case may be. The beneficiary may be stated in the policy schedule or may be changed or added subsequently.
9. Benefit Structure †	is a variant to be opted at the inception .
10. Birthday	is the conventional Birthday. If it is on 29th February, it will be considered as falling on the last day of February.
11. Carcinoma in-situ (CIS)	Carcinoma in-situ is characterized by the presence of cancer cells that remain within the cell group from which they arose, where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues. The cancer must be classified as “Tis” according to the AJCC 7th Edition TNM staging method.  The following are specifically excluded: <ul style="list-style-type: none"> <li>• Carcinoma in-situ of skin, Melanoma in-situ</li> <li>• Cervical Intraepithelial Neoplasia (CIN I, CIN 2, and CIN 3) without carcinoma in-situ</li> </ul>
12. Cover End Date †	is the date on which the benefit terminates on expiry of the policy term.
13. Date of commencement of policy †	is the start date of your policy.
14. Date of commencement of risk †	is the date from which the insurance cover under the policy commences.
15. Date of revival	is the date on which the policy benefits are restored at the conclusion of the revival process

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16. Death Benefit	is the amount payable on death of the life assured. There is no death benefit applicable under this policy.
17. Disclosure to information norm	The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
18. Diagnosis	shall mean a process of determining by examination of the causes of illness. It is an investigative analysis made by a physician based upon various medical tests including but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company.
19. Early Stage Cancer	<p>Early Stage Cancer shall mean the presence of one of the following malignant conditions:</p> <p>(i) Prostate tumour histologically described as TNM Classification T1a or T1b or T1c or of another equivalent or lesser classification.</p> <p>(ii) Chronic lymphocytic leukaemia classified as RAI Stage I or II;</p> <p>(iii) Hodgkin's lymphoma Stage I</p> <p>(iv) Papillary carcinoma of the thyroid histologically classified as T1aN0M0/T1bN0M0 according to the TNM classification. The benefit will be paid only when total thyroidectomy is performed to treat this condition.</p> <p>The Diagnosis must be established by histopathological evidence and confirmed by a Pathologist. Premalignant lesions and conditions, unless listed above, are excluded.</p>
20. Endorsement	A change in any of the terms of the policy, agreed to or issued by Us, in writing
21. Free-look period	is the period during which you have the option to return the policy and cancel the contract.
22. Grace period	is the period from the premium due date during which you can pay the premium without any late fees, interest & other requirements and the policy is considered to be in-force. In case of premium revision, the grace period is 30 days.
23. In-force	is the status of the policy when all the premiums due up to date have been paid.
24. Installment premium †	is the contractual amount payable by you on each Premium Due Date in order to keep the insurance cover in force under the provisions of your policy. Applicable taxes and/or any other levies if any, is payable in addition.
25. Lapse	is the status of the policy when a due premium is not paid before the expiry of grace period. In case of premium revision, the grace period is 30 days.
26. Life assured †	is the person in relation to whom insurance and other benefits are granted.
27. Legal Heir	means the person(s) certified to be the legal heirs of the policyholder by a court of competent jurisdiction.
28. Major Stage Cancer	<p>A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.</p> <p>The following are excluded –</p> <p>a) All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.</p> <p>b) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;</p> <p>c) Malignant melanoma that has not caused invasion beyond the epidermis;</p> <p>d) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0</p> <p>e) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;</p> <p>f) Chronic lymphocytic leukaemia less than RAI stage 3</p> <p>g) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,</p> <p>h) All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;</p>
29. Maturity Benefit	is the benefit payable on maturity. There is no maturity benefit available under this policy.

30. Medical Advice	Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription
31. Medically Necessary Treatment	Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which: i) is required for the medical management of the illness or injury suffered by the insured; ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity; iii) must have been prescribed by a medical practitioner; iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
32. Medical Second Opinion (MSO)	Medical second opinion is a service which enables life assured who has been diagnosed with cancers to get an opinion on their diagnoses and their treatment plans, evaluated by another doctor. This service is provided by Mediguide India.
33. Minor	is a person who has not completed 18 years of age
34. Minor Stage Cancer	under this stage, carcinoma in-situ and early stage cancers are covered.
35. Monthly income benefit	means the option available to you to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit under Major stage claim, starting from the one month after the date of diagnosis, provided your claim is found admissible. The monthly income would be 1.20% of sum assured. This is a guaranteed benefit. Once opted, it would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
36. Nominee †	is the person who is named as the nominee in the proposal form or changed by an endorsement subsequently, as per section 39 of the Insurance Act, 1938, as amended from time to time and who is authorised to give a valid discharge and to receive the policy monies in case of the death of the life assured.
37. Non-participating	means that the policy does not have a share in our profits.
38. Notification of Claim	Notification of claim means the process of intimating a claim to Us or TPA through any of the recognized modes of communication.
39. Physician / Medical Practitioner	A Medical practitioner is a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. And who is neither the life insured himself nor related to the life insured by blood or marriage. The term Medical Practitioner will include surgeons, anaesthetists, consultants, pathologists, radiologists, radiation oncologists and specialists.
40. Policy anniversary†	is the same date and month each year during the policy term as the date of commencement. If the date of commencement is on 29th of February, the policy anniversary will be the last date of February.
41. Policy document	means the policy schedule, policy booklet, endorsements (if any), Any subsequent written agreements (if any) mutually agreed by you and us during the term of the policy also forms a part of the Policy document.
42. Policy Schedule	is the document that sets out the details of your policy.
43. Policyholder or Policy Owner †	is the owner of the policy and is referred to as the proposer in the proposal form. The policy owner need not necessarily be the same person as the life assured. In case of policies issued to minor life assured, the policy will vest in the name of life assured once the life assured attains majority.
44. Policy month	is the period from the date of commencement, to the date one day prior to the corresponding date in the following calendar month or similar periods thereafter beginning from the dates in any calendar month corresponding to the date of commencement of policy. If the said corresponding date is not available in a calendar month, then the last day of the calendar month will be considered for this purpose.

45. Policy year	is the period between two consecutive policy anniversaries; by convention, this period includes the first day of the policy anniversary and excludes the next policy anniversary day.
46. Policy Term †	is the period, in years, during which the contractual benefits are payable.
47. Premium frequency †	is the period between two consecutive premium due dates for regular premium policy; the premium frequency can be either Yearly, Half-yearly, Quarterly or Monthly;
48. Premium paying term †	is the period, in years, over which premiums are payable.
49. Premium Waiver Benefit	means waiver of the policyholder's obligation to pay any further premiums on occurrence of certain conditions, as specified in this document, for a specified duration of time.
50. Pre-Existing Disease	Pre-Existing Disease means any condition, ailment, injury or disease: a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its revival or b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its revival.
51. Reviewability	means that the premium may be revised after each block of five years. The revised premiums would be based on our claim experience under the product subject to prior IRDAI approval. Claim experience refers to the company's experience under this product.
52. Revival	is the process of restoring the benefits under the policy which are otherwise not available due to lapsation of the policy on account of non-payment of premiums on due dates
53. Revival period	is a 5 consecutive years period from the due date of first unpaid premium.
54. Sum Assured †	is the sum assured as on the date of commencement of policy.
55. Sum Assured Reset Benefit (SA Reset Benefit)	After a period of 3 years from the date of valid Minor or Major Cancer claim, and if there is no further/subsequent diagnosis of Minor, Major or Advanced stage Cancer during the same period, the full Sum Assured will be restored provided the life assured had undergone cancer surgery or radiotherapy or chemotherapy or any medically acceptable and recognized treatment for previous cancer(s) subject to our satisfaction. . This reset benefit will be payable irrespective of whether the nature of cancer diagnosed after 3 claims free years is the same as the earlier one for which claim has been settled or is an entirely different type of cancer.
56. Survival Period	shall mean the period of 5 days from the date of diagnosis of cancer during which the life assured must survive for the claim to be admitted – i.e. if cancer is detected, the life assured will have to survive the period specified as the Survival Period for the claim to be accepted as a valid claim. No Benefit is payable if the life assured dies within 5 days from the date of diagnosis.
57. Surrender	is the voluntary termination of the policy before the expiry of the policy term. There is no surrender value available under this policy.
58. Surrender Value	is the amount to be refunded, if any, to the Policyholder upon early and voluntary termination of the Policy. There is no surrender value available under this policy
59. Underwriting	is the process of classification of lives into appropriate homogeneous groups based on the underlying risks. Based on underwriting, a decision on acceptance or rejection of cover is taken.
60. We, Us, Our	SBI Life Insurance Company Limited or its successors. We are regulated by the Insurance Regulatory and Development Authority (IRDAI). The registration number allotted by the IRDAI is 111.
61. Waiting Period	is the initial period of 180 days from the Date of Commencement of Risk or from the date on which the cover is restored/revived after the completion of revival process, whichever is later, during which if cancer occurs, no benefit will be payable. Claim during the Waiting Period (as defined under this policy) is excluded under the policy and will not be covered.
62. You, Your †	is the person named as the policyholder.

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



**2. Abbreviations**

<b>Abbreviation</b>	<b>Stands for</b>
IRDAI	Insurance Regulatory and Development Authority of India
Rs.	Indian Rupees
UIN	Unique Identification Number (allotted by IRDAI for this product)
CIS	Carcinoma In Situ

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

**Part C**

**3. Base Policy Benefits**

**3.1. Cancer Benefits:**

- 3.1.1. We shall pay cancer benefit on the diagnosis of cancer including carcinoma in situ (CIS) as per the definitions mentioned in this document and as per benefit structure chosen by you.
- 3.1.2. The benefit(s) is based on the stage of cancer diagnosed – Minor, Major and Advanced.
- 3.1.3. Throughout the policy document, while carcinoma in-situ, cancer and its various stages are being referred to, you may refer to the ‘Definitions’ section for further understanding.
- 3.1.4. If you have chosen “Standard benefit structure” and provided the policy is in-force, then
  - 3.1.4.1. On the diagnosis of a minor stage cancer i.e. CIS or early stage cancer
    - 3.1.4.1.1. We will pay a lump sum benefit of 30% of the sum assured
    - 3.1.4.1.2. You can claim for one CIS and one early stage cancer during the term of the policy.
    - 3.1.4.1.3. We will waive five annual renewal premiums in case of first valid minor stage cancer claim.
    - 3.1.4.1.4. In case the outstanding policy term is less than five years, then premiums till the end of the policy term would be waived.
    - 3.1.4.1.5. In case the outstanding policy term is more than five years, you will have to continue to pay the renewal premiums after the “5-year renewal premium waiver” period is over.
    - 3.1.4.1.6. The premium waiver will be effective from the next premium due date after the date of diagnosis of minor stage cancer.
    - 3.1.4.1.7. There is no premium waiver benefit on second minor stage claim.
  - 3.1.4.2. On the diagnosis of a major stage cancer
    - 3.1.4.2.1. We will pay lump sum benefit which will be equal to the of 100% of the sum assured less any claim(s) paid earlier
    - 3.1.4.2.2. You have the option to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit.
      - 3.1.4.2.2.1. The monthly income would be 1.20% of the sum assured.
      - 3.1.4.2.2.2. The first monthly income benefit would start from one month after the date of diagnosis.
      - 3.1.4.2.2.3. We will pay all the monthly income benefits due, but not paid, from date of diagnosis to date of acceptance of claim in a lump sum without any interest thereon.
      - 3.1.4.2.2.4. Once you opt for the monthly income benefit, the monthly benefit would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
      - 3.1.4.2.2.5. We will not pay the outstanding instalments, if any, in lumpsum on the death of the Life Assured
    - 3.1.4.2.3. There is no further benefit after payment of major stage claim.

After the payment of major stage cancer claim, the policy automatically terminates and no further benefits will be available under the policy.

- 3.1.5. If you have chosen “Classic benefit structure” and provided the policy is in-force, then
- 3.1.5.1. On the diagnosis of a minor stage cancer i.e. CIS or early stage cancer
- 3.1.5.1.1. We will pay a lump sum benefit of 30% of the sum assured
- 3.1.5.1.2. You can claim for one CIS and one early stage cancer during the term of the policy.
- 3.1.5.1.3. We will waive all future premiums till the end of the policy term in case of first valid minor stage claim.
- 3.1.5.1.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of minor stage cancer
- 3.1.5.2. On the diagnosis of a major stage cancer
- 3.1.5.2.1. We will pay lump sum benefit which will be equal to the balance of 100% of the sum assured less any claim(s) paid earlier
- 3.1.5.2.2. You have the option to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit
- 3.1.5.2.2.1. The monthly income would be 1.20% of the sum assured.
- 3.1.5.2.2.2. The first monthly income benefit would start from one month after the date of diagnosis.
- 3.1.5.2.2.3. We will pay all the monthly income benefits due, but not paid, from date of diagnosis to date of acceptance of claim in a lump sum without any interest thereon.
- 3.1.5.2.2.4. Once you opt for the monthly income benefit, the monthly benefit would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract.
- 3.1.5.2.2.5. We will not pay the outstanding instalments, if any, in lumpsum on the death of the Life Assured.
- 3.1.5.2.3. We will waive all future premiums till the end of the policy term, if any
- 3.1.5.2.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of major stage cancer.
- 3.1.5.3. On the diagnosis of an advanced stage cancer
- 3.1.5.3.1. We will pay a lump sum benefit which will be equal to balance of 150% of the sum assured less any claim(s) paid earlier
- 3.1.5.3.2. There is no further benefit after payment of advanced stage claim.
- 3.1.6. If you have chosen “Enhanced benefit structure” and provided the policy is in-force, then
- 3.1.6.1. On the diagnosis of a minor stage cancer i.e. CIS or early stage cancer
- 3.1.6.1.1. We will pay a lump sum benefit of 30% of the sum assured
- 3.1.6.1.2. You can claim for one CIS and one early stage cancer during the term of the policy.
- 3.1.6.1.3. We will waive all future premiums till the end of the policy term in case of first valid minor stage claim.
- 3.1.6.1.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of minor stage cancer.
- 3.1.6.2. On the diagnosis of a major stage cancer
- 3.1.6.2.1. We will pay lump sum benefit which will be equal to the balance of 100% of the sum assured less any claim earlier paid.
- 3.1.6.2.2. You have the option to take 40% of the sum assured as a monthly income benefit over the next 3 years and rest as lump sum benefit.
- 3.1.6.2.2.1. The monthly income would be 1.20% of the sum assured.
- 3.1.6.2.2.2. The first monthly income benefit would start from one month after the date of diagnosis.
- 3.1.6.2.2.3. We will pay all the monthly income benefits due, but not paid, from date of diagnosis to date of acceptance of claim in a lump sum without any interest thereon.

- 3.1.6.2.2.4. Once you opt for the monthly income benefit, the monthly benefit would continue to be paid for 36 months irrespective of the death of the life assured or termination of the policy contract. We will not pay the outstanding instalments, if any, in lumpsum on the death of the Life Assured
- 3.1.6.2.3. We will waive all future premiums till the end of the policy term, if any
- 3.1.6.2.4. The premium waiver will be effective from the next premium due date after the date of diagnosis of major stage cancer.
- 3.1.6.3. On the diagnosis of an advanced stage cancer
  - 3.1.6.3.1. We will pay a lump sum benefit which will be equal to balance of 150% of the sum assured less any claim(s) paid earlier
  - 3.1.6.3.2. There is no further benefit after payment of advance stage claim.
- 3.1.6.4. We will restore the sum assured after a period of 3 years from the date of last diagnosis of a valid Minor or Major cancer claim and subject to no further diagnosis of Minor, Major or Advanced cancer during this period of 3 years provided the life assured had undergone cancer surgery or radiotherapy or chemotherapy or any medically necessary treatment for previous cancer(s).
- 3.1.6.5. This reset benefit will be payable irrespective of whether the cancer diagnosed after 3 claims free years is the same cancer for which claim benefits have been paid under the policy or an entirely different type of cancer.
  - 3.1.6.6. The sum assured reset benefit is available only once during the policy term.

### **3.2. Death Benefit**

- 3.2.1. There is no death benefit under the product.

### **3.3. Maturity Benefit**

- 3.3.1. There is no maturity benefit under your policy.

### **3.4. Medical Second Opinion**

- 3.4.1. You have the option to avail the service of medical second opinion from M/s Mediguide India, provided the policy is in-force and the life assured has been diagnosed with any of the covered cancer.
- 3.4.2. This service is provided by Mediguide India, an independent Company not affiliated to us.
- 3.4.3. The medical Second Opinions are not independent treatment or diagnosis and should not be solely relied upon as such.
- 3.4.4. The Physicians who provide the medical services contemplated by this Agreement do not have the benefit of information that would be obtained by examining the Member in person and observing his or her physical condition. Therefore, the Physician may not be aware of facts or information that would affect his or her opinion of the diagnosis or treatment alternatives or options.
- 3.4.5. To avail the medical second opinion option, you simply need to call on 0008000401647.
- 3.4.6. The Mediguide representative would contact you to facilitate the medical second opinion.
- 3.4.7. You will have to give consent to the release of your medical records and details for availing the service of obtaining medical second opinion.
- 3.4.8. We will not have access to your medical records and details shared by you with Mediguide India.
- 3.4.9. We will not have access to the second medical opinion unless you give consent for sharing the second medical opinion.
- 3.4.10. We shall not in any event be responsible for any actual or alleged errors or opinion made by the Medical Second Opinion or for any consequence of actions taken or not taken on the second opinion.
- 3.4.11. We do not provide any warranty or guarantee concerning any particular result or cure of the disease, medical condition, or incapacity.
- 3.4.12. In future, we may engage any other service provider to provide medical second opinion. In that case, we would notify you the same along with the procedure of obtaining the second opinion.

**4. Premiums**

- 4.1. You have to pay the premiums on or before the premium due dates or within the grace period.
- 4.2. You have to pay the premiums even if you do not receive renewal premium notice. We are not liable to send you any premium notices, whatsoever.
- 4.3. You are liable to pay the applicable taxes and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on premium.
- 4.4. The premium should always be paid in advance for full policy year. However, for your convenience, we may allow you other modes of payment of premium.
- 4.5. The premium frequency can be changed only on a policy anniversary by sending a written request at least one month in advance.
- 4.6. Change in premium frequency is subject to:
  - 4.6.1. Minimum premium requirement for the requested premium frequency
  - 4.6.2. Availability of the requested premium frequency on the day of change in premium frequency
  - 4.6.3. Payment of extra loading associated with changes in the mode of payment of premium from lower frequency to higher frequency, if any
  - 4.6.4. The then applicable Premium rates. If the request is received when the premiums are due for revision (once every five years), then the revised premium rates shall be applicable
- 4.7. If we receive any amount in excess of the required premium, we will refund the excess. We will not pay any interest on this excess amount.
- 4.8. If we receive any amount less than the installment premium, we will not adjust the said amount towards premium till you pay the balance of premium. Further no interest will be payable on such unadjusted amounts

**5. Reviewability**

- 5.1. Your premiums under this policy are fixed for each block of five policy years, that is, the premium rates under this policy will be reviewed by us after each block of five policy years.
- 5.2. The premium may be revised based on our claim experience under the product subject to prior IRDAI approval.
- 5.3. Claim experience refers to the company's experience on the whole and the premium revision is not based on your claim history alone.
- 5.4. The revised premiums would continue to be based on your age at entry.
- 5.5. We will give a notice of three months prior to such revision and we shall inform you the revised installment premium.
- 5.6. You will have to pay the revised premium within 30 days from the due date.
- 5.7. If you don't pay the premium within 30 days from the due date in case of revision in premium, then the policy would lapse.

**6. Grace Period**

- 6.1. You can pay your premiums within a grace period of 30 days from the due dates for premium frequencies of yearly, half-yearly and quarterly.
- 6.2. You have a grace period of 15 days for monthly frequency.
- 6.3. In case, the premium is due for revision then you have 30 days from the due dates to pay the revised premium irrespective of premium frequency mode chosen by you.
- 6.4. Your policy will be treated as in-force during the grace period. However, in case of claims during the grace period and if the claim is found admissible, the outstanding premium shall be recovered from the claim amount.
- 6.5. If you do not pay your due premiums before the end of grace period, your policy lapses.
- 6.6. No benefits are payable under a lapsed policy.

**Part D**

**7. Non-forfeiture Benefits**

**7.1. Paid-up Value**

7.1.1. No Paid – up value is available under your policy.

**7.2. Surrender Value**

7.2.1. No Surrender Value is available under your policy.

**8. Revival**

- 8.1. You can revive your policy within 5 consecutive years from the date of the First Unpaid Premium or before 6 months prior to the date of expiry of policy term, whichever is earlier, while the life assured is still alive.
- 8.2. You should write to us during the revival period requesting revival.
- 8.3. You have to submit Good Health Declaration and satisfy other underwriting requirements, if any.
- 8.4. We may accept or reject your revival request. We will inform you about the same.
- 8.5. Revival will be subject to underwriting afresh by us based on our Board approved underwriting policy.
- 8.6. You have to pay all due premiums, not paid during the revival period, along with interest. The due premiums would include the applicable installment premium (inclusive of premium revision, if any). The Premium may be increased at the time of revival.
- 8.7. The interest rate will be charged at a rate declared by us from time to time.
- 8.8. You cannot revive your policy after the expiry of the revival period or within 6 months prior to the date of expiry of the policy term whichever is earlier.
- 8.9. Revival shall not be effective unless we accept the revival and intimate you the same in writing.

**9. Claims**

**9.1. Death Claim**

9.1.1. There is no death claim payable under the policy.

**9.2. Claim on diagnosis of cancer including CIS**

9.2.1. On diagnosis of cancer, the life assured or the policyholder or nominee should intimate the diagnosis of cancer of the life assured in writing, stating at least the policy number and the stage of the cancer claim.

9.2.2. We will require the following documents to process the claim:

- 9.2.2.1. Copy of policy document
- 9.2.2.2. Claimant's statement and claim forms in prescribed formats
- 9.2.2.3. Treating doctor's certificate
- 9.2.2.4. Proof of the diagnosis of cancer or CIS, satisfactory to our company including medical and histological reports, if any, called for
- 9.2.2.5. Proof of the treatment undergone (cancer surgery or radiotherapy or chemotherapy or any medically necessary treatment) for previous cancer(s) in case of claim under sum assured reset benefit as defined under "Sum Assured Reset Benefit definition".
- 9.2.2.6. Any other document as the company may require depending on type / cause of claim

9.2.3. Proof of Occurrence of Cancer

9.2.3.1. Proof of occurrence of the insured event covered by this policy must be supported by:

- 9.2.3.1.1. Appropriate Specialist Medical Practitioners registered in India (or other country approved by SBI Life), not being the policy owner, Life Insured or the respective partner or spouse or relatives

9.2.3.2. Confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence,

## Part D

# SBI Life – Sampoorn Cancer Suraksha Policy Document (UIN:111N109V03) Individual, Non-participating, Non-linked Health Insurance Pure Risk Premium Product

- 9.2.4. The Company reserves the right to call for such medical examinations as it may require and for this purpose and may require the Life Assured to undergo further medical examinations by a Specialist appointed by the Company for this purpose or to undergo any diagnostic tests at any of the diagnostic centers authorized by our Company. We would bear the cost of such medical examinations. Any failure to provide the required proof or to submit to such medical examinations will result in rejection of the claim. In that event the Company shall not be liable to refund any premiums paid under this Policy.
- 9.2.5. However, in case the life assured is not in a position to undergo the required medical examination or diagnostic test at the diagnostic centers and he/she submits a genuine reason for the same, we would try to arrange for the diagnostic tests at his place of stay/residence to the extent possible or we may waive this requirement.
- 9.2.6. Claim under the policy may be filed with us within 90 days of date of diagnosis of cancer, as per the opted benefit structure.
- 9.2.7. 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.
- 9.2.8. We will pay the claim, if found admissible as per the benefits listed in Part C of this document.
- 9.2.9. We will not pay claim under this policy if the covered illness is diagnosed or any claim arises within the first 180 days from the date of commencement of risk or from the date of revival of policy, whichever is later. The policy shall terminate and no benefit shall be payable under the policy if the diagnosis is made or signs or symptoms (related to the diagnosed cancer) are first observed during the waiting period.
- 9.2.10. We will not pay any claim under this policy if the life assured does not survive for 5 days from the date of diagnosis.
- 9.2.11. We will not pay any claim under the policy in respect of any Minor stage cancer including CIS, Major stage cancer or Advanced Stage Cancer resulting directly or indirectly from or caused or contributed by (in whole or in part) any exclusions as mentioned in this policy document.
- 9.2.12. In case you are the life assured, we will pay the claim to you. In case you are not in a position to receive the benefit, we will pay the benefit
- 9.2.12.1. To your nominee or
  - 9.2.12.2. To your legal heir, if nomination is not valid
- 9.2.13. In case you are not the life assured, we will pay the claim to you. In case you are not in a position to receive the benefit, we will pay the benefit
- 9.2.13.1. To the life assured
  - 9.2.13.2. To the nominee or
  - 9.2.13.3. To the legal heir of the life assured, if nomination is not valid
- 9.2.14. If there is any dispute on the title under the policy, the benefits shall be paid only to the person as certified by a court of competent jurisdiction.
- 9.2.15. We shall settle or reject a claim, as may be the case, within thirty days of the receipt of the last required document.
- 9.2.16. In the event of any delay on Our part in processing the claim, for a reason other than non-receipt of requisite documents or if the non-payment of claim is due to non-establishment of proper identification of the Claimant, then, We shall be liable to pay interest at a rate which is 2% (two percent) above the bank rate prevalent at the beginning of the financial year in which the claim is admitted by Us or such other interest rate as may be prescribed by IRDAI from time to time.

### 9.3. Maturity Claim

- 9.3.1. There is no maturity claim payable under the policy.

### 9.4. Surrender

- 9.4.1. There is no surrender value payable under the policy.

<b>10. Termination</b>
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**10.1.** Your policy will terminate on the earliest of the following:

- 10.1.1. on payment of free-look cancellation amount or
- 10.1.2. the date of death of the Life Assured or
- 10.1.3. on payment of below claim depending on the benefit structure chosen

Standard	Payment of claim as under major or advanced stage cancer or
Classic	Payment of claim as under advanced stage cancer or
Enhanced	Payment of claim as under advanced stage cancer or

- 10.1.4. on the expiry of the Revival Period if you have not revived your Lapsed Policy during revival period. However, the cover under this policy will terminate automatically if you fail to pay any renewal premium before the expiry of the grace period. or
- 10.1.5. on cancellation/ termination of the Policy by Us on grounds of misrepresentation, fraud or nondisclosure established or
- 10.1.6. on the date your policy term ends

<b>11. Withdrawal</b>
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**11.1.** We may withdraw this product.

**11.2.** However, your policy would continue as per terms and conditioned mentioned in this document.



Part E

**12. Charges**

**12.1. Charges**

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

**13. General Terms**

**13.1. Free Look Period**

- 13.1.1. If you have purchased electronic policy and a policy through distance marketing channel, you have 30 days from the date of receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection.
- 13.1.2. For policies purchased through a channel or mode other than that mentioned in 13.1.1 above, you have 15 days from the date of receipt of this policy document to review its terms and conditions. If you are not satisfied, you can return the policy stating the reasons for objection.
- 13.1.3. We will then refund the premium paid after deducting the stamp duty paid, medical expenses incurred, if any, and applicable tax and/or any other statutory levies/duty/surcharges.
- 13.1.4. The proportionate risk premium, along with the applicable tax and/or any other statutory levies/duty/surcharges, for the period of cover will be deducted
- 13.1.5. You cannot revive, reinstate or restore your policy once you have returned your policy.

**13.2. Waiting Period**

- 13.2.1. Initial waiting period of 180 days is applicable i.e. No claims would be admitted within the initial waiting period of 180 days from the date of commencement of risk or date of revival whichever is later.

**13.3. Survival Period**

- 13.3.1. Survival Period of 5 days is applicable, i.e. for a claim to be valid, that is, the life assured should have survived for a period of at least 5 days from the date of diagnosis.

**13.4. Suicide Exclusion**

- 13.4.1. This exclusion is not applicable.

**13.5. Other Exclusions**

- 13.5.1. The following exclusions are applicable to the benefits provided under the Policy:
- 13.5.2. The policy shall terminate and no benefit shall be payable under the policy if the diagnosis or signs or symptoms (related to the diagnosed cancer) are first occurred during the waiting period.
- 13.5.3. No benefit shall be payable under the policy in respect of any Minor stage cancer including CIS, Major stage cancer or Advanced Stage Cancer resulting directly or indirectly from or caused or contributed by (in whole or in part):
- 13.5.3.1. Any pre-existing cancer including carcinoma in situ.
- 13.5.3.1.1. Pre-existing cancer means any condition:
- 13.5.3.1.1.1. That is / are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its revival or
- 13.5.3.1.1.2. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its revival.
- 13.5.3.2. Nuclear, biological or chemical contamination (NBC),

**13.6. Policy Loan**

- 13.6.1. You are not entitled to any loan under this policy.

**13.7. Nomination**

- 13.7.1. Nomination shall be as per provisions of Section 39 of the Insurance Act, 1938, as amended from time to time.
- 13.7.2. If you are the life assured then you have to make the nomination

- 13.7.3. If you are not the life assured, then the life assured can make the nomination
- 13.7.4. 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.
- 13.7.5. You may cancel or change the existing nomination.
- 13.7.6. Your nomination should be registered in our records so as to make it binding on us.
- 13.7.7. 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 – (I) for reference]

**13.8. Assignment**

- 13.8.1 Assignment shall be as per provisions of Section 38 of the Insurance Act 1938, as amended from time to time.

**13.9. Non – disclosure**

- 13.9.1. We have issued your policy based on the statements in your proposal form, personal statement and declaration.
- 13.9.2. If we find that any of this information is inaccurate or false or you have withheld any material information, we shall declare your policy null and void but subject to section 45 of the Insurance Act, 1938, as amended from time to time.
- 13.9.3. We will pay the amount payable as per section 45 of the Insurance Act, 1938, as amended from time to time, if any, as on the date of repudiation of your claim.

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

**13.10. Misstatement of age**

- 13.10.1. If we find that the actual age of the life assured is different from that mentioned in the proposal form, we will check his/her eligibility for the insurance cover as on the date of commencement.
- 13.10.2. If eligible,
  - 13.10.2.1. If the actual age is found to be higher, you have to pay the difference in premiums along with interest.
  - 13.10.2.2. We will terminate your policy if you do not pay the difference in premiums and applicable interest.
  - 13.10.2.3. If the correct age is found to be lower, we will refund the difference in premiums without any interest.
- 13.10.3. If the life assured is not eligible for the policy as per his/her actual age,
  - 13.10.3.1. We will terminate your policy.

**13.11. Taxation**

- 13.11.1. You are liable to pay the applicable taxes and/or any other statutory levy/duty/ surcharge, at the rate notified by the State Government or Central Government of India from time to time, as per the applicable tax laws on basic premium.
- 13.11.2. 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.

**13.12. Date formats**

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

**13.13. Electronic transactions**

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

**13.14. Communications**

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

**Part F**

**SBI Life – Samporn Cancer Suraksha Policy Document (UIN:111N109V03)  
Individual, Non-participating, Non-linked Health Insurance Pure Risk Premium Product**

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

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

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

7th Level (D Wing) & 8th Level, Seawoods Grand Central,

Tower 2, Plot No. R-1, Sector 40, Seawoods,

Nerul Node, Navi Mumbai - 400 706

Dist. Thane, Maharashtra

Telephone No.: + 91 - 22 - 6645 6785

E-mail: [info@sbilife.co.in](mailto:info@sbilife.co.in)

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

**14. Complaints**

**14.1. Grievance redressal procedure**

- 14.1.1. If you have any query, complaint or grievance, you may approach any of our offices.
- 14.1.2. You can also call us on our toll-free number: 1800 267 9090 (9 am to 9 pm).
- 14.1.3. 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  
 7th Level (D Wing) & 8th Level, Seawoods Grand Central,  
 Tower 2, Plot No. R-1, Sector 40, Seawoods,  
 Nerul Node, Navi Mumbai - 400 706  
 Dist. Thane, Maharashtra  
 Telephone No.: +91 - 22 – 6645 6785  
 E-mail Id: [info@sbilife.co.in](mailto:info@sbilife.co.in)  
 E-mail id (health insurance related claims for senior citizens): <helpsc@sbilife.co.in>
- 14.1.4. In case you are not satisfied with our decision and the issue pertains to provision 12 (1) of the Redressal of Public Grievances Rules, 1998, you may approach the Insurance Ombudsman, as per rules. 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”.
- 14.1.5. The address of the Insurance Ombudsman and the Redressal of Public Grievances Rules, 1998, are, available on the website of IRDAI, <http://www.irdai.gov.in> and in our website <http://www.sbilife.co.in>. The address of the ombudsman at Mumbai is:  
 Office of the Insurance Ombudsman (Maharashtra and Goa)  
 3<sup>rd</sup> Floor, Jeevan Seva Annexe,  
 S.V. Road, Santa Cruz (W),  
 Mumbai – 400 054.  
 Telephone No.: +91 – 22 – 26106552 / 26106960  
 Fax No. : +91 – 22 – 2610 6052  
 E-mail: [bimalokpal.mumbai@ecoi.co.in](mailto:bimalokpal.mumbai@ecoi.co.in)
- 14.1.6. We have also enclosed a list of addresses of insurance ombudsmen.
- 14.1.7. In case the complaint is not fully attended by us within 15 days of lodging the complaint through our Grievance Redressal Mechanism; you may escalate the complaint to IRDAI through the Integrated Grievance Management System (IGMS) website: <http://www.igms.irda.gov.in> or contact IRDAI Grievance Call Centre on toll-free number : 155255 / 1800 4254 732
- 14.1.8. 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

<b>15. Relevant Statutes</b>
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**15.1. Governing laws and jurisdiction**

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

**15.2. 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 penalty which may extend to ten lakh rupees.

**15.3. 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]*

**15.4 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.

**15.5 Rule 14 of Ombudsman Rules, 2017**

- (1) Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
- (2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- (3) No complaint to the Ombudsman shall lie unless –
  - a) The complainant makes a written representation to the insurer named in the complaint and
    - a. Either the insurer had rejected the complaint; or
    - b. the complainant had not received any reply within a period of one month after the insurer received his representation; or
    - c. the complainant is not satisfied with the reply given to him by the insurer
  - b) the complaint is made within one year
    - a. after the order of the insurer rejecting the representation is received; or
    - b. after receipt of decision of the insurer which is not to the satisfaction of the complainant;
    - c. after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant
- (4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- (5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.



List of  
Ombudsman\_02.04.1

**15.6 Protection of Policyholders' Interest**

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

## **Annexure-I**

### **A. Section 38 - Assignment and Transfer of Insurance Policies**

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 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 thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.



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

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

14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

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

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

## Annexure-II

### B. Section 39 - Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015 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 favor of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

## **Annexure-III**

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

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