



Bandhan Life
Shubh Samriddhi

A Non-Linked Participating Life Insurance Individual Savings Plan
UIN: 138N097V01

Bharat Ki Udaan, Bandhan Se.

Dream Fearlessly While We Secure Your Future!

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Want To Initiate A Claim?

Step 1: Inform: Just give us a call on 1800-209-0909 and we will explain the process

Step 2: Verification: Submit the required documents for verification

Step 3: That's All: We will do the rest of the work and the claim amount will be transferred to the nominee. Simple!

Quick Actions:

Enable Auto – debit | Get receipts | Get Tax Certificate | Get More Coverage | Pay Premium

Part A

A Letter From Us

Bandhan Life Shubh Samriddhi

A Non-linked Participating Life Insurance Individual Savings Plan

UIN: 138N097V01

Dear <<Policyholder >>,

<< Address of the Policyholder >>

Yay! You are now a part of the Bandhan Life family, and we are thrilled to have you on board!

This document is your contract with Bandhan Life Insurance Limited, also called a 'Policy Document'. While it can be a bit long, the policy document is important. We urge you to go through it carefully. This document includes:

- Copy of the Proposal Form, declarations and confirmations You provided while purchasing the Policy and
- Customer Information Sheet where Your Policy details are mentioned in a nutshell.

If You are not satisfied with any of the terms and conditions of the Policy or otherwise and have not made any claim, You may request the Company for cancellation of the Policy within 30 days (thirty days) from the date of receipt of this Policy document, whether received electronically or otherwise.

And of course, should you need any assistance feel free to contact us on 1800-209-9090 or email us at customer.care@bandhanlife.com. You can also find us at, Bandhan Life Insurance Limited, A- 201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri East, Mumbai - 400059.

Once again, welcome to Bandhan Life.

Warm regards,

< < Authorized Signatory > >

Your Relationship Manager/ Intermediary Contact Details

Name	
Code	
Mobile/Landline	

Policy Preamble

Policy Number:

Life Assured:

Bandhan Life Insurance Limited has entered into this contract of insurance on the basis of the Proposal Form together with the premium deposit, statements, report or other documents and declarations received from the Proposer for effecting a life insurance contract on the life of the person named in the Schedule hereto.

The Company agrees to pay the benefits as mentioned under this Policy while this Policy is In-force, subject to the terms and conditions stated herein below and endorsements if any.

On examination of this Policy, if You notice any mistake or error, kindly let us know for necessary changes.

Policy Schedule

Name of the plan: **Bandhan Life Shubh Samriddhi**

A Non-linked Participating Life Insurance Individual Savings Plan

(UIN: 138N097V01)

The Policy is evidence of contract of insurance between Bandhan Life Insurance Limited (“The Company”) and the Policyholder (“You”). The Policy is based on the proposal made by You to the Company along with necessary documents, information, statements, medical examination reports, if any, and declarations made by You or obtained by the Company on your behalf and are governed by the terms and conditions and the Schedule hereunder written which forms part of the contract of insurance.

Policy No	
Date of Inception of Policy	
Date of Commencement of Risk	
Name of the Policyholder	
Gender of the Policyholder	
Address of the Policyholder	
Date of Birth of Policyholder	
Name of the Life Assured	
Gender of the Life Assured	
Address of the Life Assured	
Date of Birth of Life Assured	
Whether Life Assured’s Age Admitted	Yes

Policy Particulars (Covers the scope and details of your policy)

Base Plan Benefit

Cash Bonus payout preference	<< Regular payout/ Accumulation >>
Death Benefit Multiple	
Sum Assured on Maturity (₹)	<< >>
Sum Assured on Death (at inception) (₹)	
Annualized Premium (₹) (excluding taxes)	
Premium for 1st Year (₹)	
Premium from 2nd Year Onwards (₹)	

Policy Term (years)	
Premium Payment Term (years)	
Premium Payment Frequency	
Premium Due Date	
Due Date of last Premium Payable	
Cash Bonus Frequency	
Cash Bonus Payout Date	
Date of first bonus payout	(dd-mm-yyyy)
Date of Maturity	

<< Nomination Details

	Nominee 1	Nominee 2	Nominee 3
Name of the Nominee (s)			
Date of Birth of the Nominee			
Age of Nominee			
Gender of the Nominee			
Relation to Life Assured			
Percentage share (%)			
Name of the Appointee*			
Age of the Appointee*			
Gender of the Appointee*			

[*] only in case the Nominee is below 18 years of age >>

< Endorsement of stamp duty payment: >

Indication as to Digital Signature on the Document

Part B

Definition Of Legal/ Technical Terms

Policy Definitions

The words and phrases defined below shall have the meanings assigned to them in this Policy unless the context otherwise requires. Words implying masculine include the feminine, and vice versa. Words in singular include the plural and vice versa.

Act means the Insurance Act, 1938 as amended from time to time.

Age means age of the Life Assured as on the last birthday unless specifically otherwise provided.

Age at Entry means Age of the Life Assured as of Date of Inception of Policy.

Annualized Premium shall be the Premium amount payable in a year, excluding the taxes, rider premiums, underwriting extra premiums, and loadings for modal premiums.

Appointee is the person who has the right to give a valid discharge to the insurer of the Policy monies in case of the death of the Policyholder before the Maturity of the Policy while the Nominee is a Minor.

Assignee is the person to whom the rights and benefits under the Policy are transferred by way of an Assignment.

Assignment means that the rights and benefits under the Policy are transferred to an Assignee and would be applicable as per the provisions under Section 38 of the Insurance Act, 1938, as amended from time to time.

Assignor means the person who assigns/ transfers the rights under the Policy to the Assignee.

Base Sum Assured is equal to Annualized Premium multiplied by Premium Payment Term.

Cash Bonus is the amount of bonus which is expressed as a percentage of the Annualized Premium, as declared by the Company from time to time and is payable basis the frequency chosen by the Policyholder.

Claimant means the Nominee/ Appointee (if Nominee is a Minor)/ Assignee/Beneficiary.

Company, We, Us, Our means Bandhan Life Insurance Limited or its successors.

Date of Commencement of Risk is the date from which the insurance cover under this Policy commences and is mentioned in the Policy Schedule.

Date of Inception of Policy is the start date of the Policy and is mentioned in the Policy Schedule.

Death Benefit means the benefit which is payable on death of life assured, as stated in the policy document.

Due Date means the date on which the Policy Premium is due and payable as per the Premium Payment Frequency opted by You.

Grace Period Grace Period means the 15 (Fifteen) days from the due date of the unpaid Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Premium for all other Premium payment modes.

Guaranteed Surrender Value (GSV) is the minimum guaranteed amount of Surrender Value, if any, computed in accordance with **Annexure 1** of the Policy payable to the Policyholder on the Surrender of the Policy.

Instalment Premium means the premium payable depending upon the Premium Payment Frequency opted by the Policyholder.

In-force A Policy is said to be in-force if all due premiums have been paid on or before the due date or the Policy is in Grace Period.

IRDAI/ Authority means the Insurance Regulatory and Development Authority of India.

Lapsed Policy is a Policy where the due Premium is not received till the expiry of the Grace Period and at least one full year's premiums have not been paid

Life Assured is the person named in Policy Schedule/ Customer Information Sheet on whose life the Policy is affected.

Maturity means the end/ completion of the Policy Term on the 'Date of Maturity' as mentioned in the Schedule.

Maturity Benefit means the amount payable on the Date of Maturity in accordance with Part C.

Nominee means the person/persons who is named as the Nominee, as per Section 39 of the Insurance Act, 1938, as amended from time to time to receive benefits in respect of this Policy in case of the death of the Life Assured during the term of the Policy.

Policy means the contract of insurance entered into between the Policyholder and Us as evidenced by this document, the Proposal Form, the Policy Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You subject to Our acceptance of the same and any endorsement issued by Us.

Policy Anniversary is the annual anniversary of the Date of Inception of Policy.

Premium is the amount payable by You by the due dates to avail the benefits under this Policy and is mentioned in Policy Schedule. This amount will be inclusive of modal factor, applicable taxes and extra underwriting Premium, (if any).

Policy Term means the period commencing on the Date of Inception of Policy and ending on the Date of Maturity as mentioned in the Policy Schedule.

Policy Year is measured from the Date of Inception of the Policy and is a period of 12 calendar months.

Premium Payment Term means the period during which the Premium is payable and is mentioned in the Policy Schedule.

Premium Payment Frequency is the period as specified in the Policy Schedule, between two consecutive premium due dates.

Proposal Form is the application form submitted to the Company for purchasing this Policy.

Revival means restoration of the Policy, which was discontinued due to the non-payment of Premium, by the Company with all the benefits with or without rider benefits if any, upon the receipt of all the Premiums due and other charges and late fee if any, during the Revival Period, 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.

Revival Period means the period of five consecutive complete years from the date of first unpaid premium.

Special Surrender Value means the amount computed in accordance with Clause D.5.

Sum Assured on Death means an absolute amount of benefit which is guaranteed on death of the Life Assured in accordance with the terms and conditions of the Policy.

Sum Assured on Maturity means an absolute amount of benefit which is guaranteed to become payable at the end of the Policy Term i.e. on Maturity of the Policy in accordance with the terms and conditions of the Policy.

Surrender Value means an amount, if any, that becomes payable on surrender of a Policy during its term, in accordance with the terms and conditions of the Policy.

Survival Benefit means the benefit payable, as per the terms and conditions of the Policy, until death of the Life Assured or end of the Policy Term, whichever is earlier.

Taxes means all applicable statutory (direct and indirect) taxes as may be levied by the government from time to time which may change depending upon the prevailing tax rules. Goods & Service Tax is one such example of indirect tax.

Total Premiums Paid means total of all the Premiums paid under the Policy, excluding any extra premium and taxes, if collected explicitly.

You or Your means the policyholder specified in the Policy Schedule.

Part C

Benefits and Related Clauses

All the payments under the Policy will be made in Indian rupees and will be subject to prevailing tax laws

C1. Survival Benefit

If the Policy is In-force, then the Policyholder shall receive the Cash Bonus (if any) from the 1st Policy Year until death of the Life Assured or end of Policy term, whichever is earlier.

Cash Bonus = Cash Bonus Rate X Annualized Premium

The Policyholder can opt to receive Cash Bonus at a monthly, quarterly, half yearly or yearly frequency. Cash Bonus for frequencies other than annual shall be calculated as following:

Frequency	Conversion
Semi-annually	98% of annual Cash Bonus/2
Quarterly	97% of annual Cash Bonus/4
Monthly	96% of annual Cash Bonus/12

The Policyholder shall also have the option to accumulate Cash Bonus as detailed below in section D.9.

In case loan has been availed under the Policy, benefit payable shall be subject to deductions as mentioned in section D.8.

C.2 Death Benefit

If the Policy is In-force and the Life Assured dies during the Policy Term, Death Benefit shall be paid as a lumpsum to the Claimant.

- Death Benefit shall be equal to:
 - a. Sum Assured on Death; plus
 - b. Interim Cash Bonus; plus
 - c. Terminal bonus, if any

Where Sum Assured on death is the highest of:

- a. 11 times the Annualized Premium
 - b. Sum Assured on Maturity
 - c. Death benefit multiple times Annualized Premium
- The Death Benefit at no time shall be less than 105% of Total Premiums Paid until death of the Life Assured or the prevailing surrender value.

Accumulated cash bonus (if any), if not paid earlier will also be paid along with the Death Benefit.

Sum Assured on Maturity is equal to the sum of Annualized Premiums payable under the Policy.

Interim Cash Bonus shall be calculated as Interim Cash Bonus rate X Annualized Premium X Months elapsed from last Cash Bonus payout date divided by 12.

On death of the Life Assured during the Policy Term, the Death Benefit payable shall not be reduced by the Survival Benefits already paid till date of death. Cash Bonus paid (if any) to the Policyholder that pertains to period post date of death shall be recovered by adjusting the above Death Benefit payable.

In case loan is availed under the Policy, benefit payable shall be subject to deductions as mentioned in section D.8.

In case of death of Life Assured during the Grace Period, Death Benefit will be reduced by the Outstanding Instalment Premium*.

[] Outstanding Instalment Premium in this case is the due instalment premium that were due but unpaid till the date of death of the Life Assured.*

In case of death of Life Assured when the Policy is in reduced paid-up status (i.e. all due premiums have not been paid within the Grace Period), Death Benefit will be as mentioned in section D.3.

The Death Benefit multiples (expressed as multiple of Annualized Premium) are provided in the following table:

Age at Entry	Death Benefit Multiple	Age at Entry	Death Benefit Multiple	Age at Entry	Death Benefit Multiple
0	15.50	22	13.30	44	11.55
1	15.40	23	13.20	45	11.50
2	15.30	24	13.10	46	11.45
3	15.20	25	13.00	47	11.40
4	15.10	26	12.90	48	11.35
5	15.00	27	12.80	49	11.30
6	14.90	28	12.70	50	11.25
7	14.80	29	12.60	51	11.20
8	14.70	30	12.50	52	11.15
9	14.60	31	12.40	53	11.10
10	14.50	32	12.30	54	11.05
11	14.40	33	12.20	55	11.00
12	14.30	34	12.10	56	11.00
13	14.20	35	12.00	57	11.00
14	14.10	36	11.95	58	11.00

15	14.00	37	11.90	59	11.00
16	13.90	38	11.85	60	11.00
17	13.80	39	11.80	61	11.00
18	13.70	40	11.75	62	11.00
19	14.60	41	11.70	63	11.00
20	13.50	42	11.65	64	11.00
21	13.40	43	11.60	65	11.00

The Policy will terminate upon payment of the Death Benefit and no other benefits are payable.

C.3 Maturity Benefit

If the Policy is In-force and the Life Assured survives till the Date of Maturity, the Maturity Benefit shall be payable as a lumpsum amount as under:

- Sum Assured on Maturity and
- Terminal Bonus, if any

Accumulated Cash Bonus (if any), if not paid earlier will also be paid along with the Maturity Benefit.

Sum Assured on Maturity is equal to the sum of Annualized Premiums payable under the Policy.

If the Policy is in reduced paid-up status and the Life Assured survives till the Date of Maturity, the Maturity Benefit payable shall be as given in section D.3.

In case loan has been opted for under the Policy, benefit payable shall be subject to deductions as mentioned in section D.8.

The Policy shall terminate upon payment of the Maturity Benefit.

C.4 Payment Of Premium

1. During the Premium Payment Term, the Premium is payable to Us by the due date specified in the Schedule. If the Premium is not paid by the due date, You have an option to pay it during the Grace Period. During the Grace Period the Policy will continue to be in-force.
2. The Premium can be paid as per the premium payment frequency opted by You. It can be annual, semi-annual, quarterly or monthly. You have an option to change the premium payment frequency during the premium payment term. The modal factor applicable to the Premium Payment frequencies other than Annual will be as under:
 - a. Half-Yearly Premium = Annualized Premium x 0.512
 - b. Quarterly Premium = Annualized Premium x 0.259
 - c. Monthly Premium = Annualized Premium x 0.087
3. You may pay the Premium through Our Customer portal iassist.bandhanlife.com or at any of Our Service Centre or by any other means as informed by Us from time to time. Any Premium paid by You will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.

4. The Premium payment receipt shall be issued in Your name and shall be subject to realization of Premium.
5. The Company can charge transaction fee from the policyholders who are paying Premiums through credit cards or such other instrument for which the Company is required to pay the transaction fee.
6. You may make advance payment of Premium falling within the same financial year and for a maximum period of 3 months in advance in case of Due Dates is falling in the next financial year. The advance Premium so collected shall only be adjusted on the Due Date of the Premium.

C.5 Grace Period

Grace Period means the 15 (Fifteen) days from the due date of the unpaid Premium for monthly Premium payment mode and 30 (Thirty) days from the due date of unpaid Premium for all other Premium payment modes.

The Policy will be In-force during the Grace Period.

If the Life Assured dies during the Grace Period, the benefits payable would be reduced by the amount of Outstanding Instalment Premium* as on the date of death.

[] Outstanding Instalment Premium in above case is the due instalment premium that were due but unpaid before the death of the Life Assured.*

C.6 Policy Termination

The Policy will terminate at the earliest occurrence of any event mentioned below:

1. On payment of Death Benefit as mentioned in Section C.2.
2. On payment of Maturity Benefit as mentioned in Section C.3.
3. On payment of amount pursuant to the exercise of Free Look option as mentioned in Section D.1.
4. At the end of the revival period of a Lapsed Policy as mentioned in Section D.4.
5. On payment of Surrender Benefit as mentioned in Section D.5.
6. For other than an In-force and fully paid-up policy, with outstanding loan plus loan interest conditions as mentioned in section D.8.
7. On payment of amount as mentioned in Section F.4.

C.7 Automatic Vesting Of The Policy

For minor lives the ownership of the Policy will automatically vest on the Life Assured on attainment of majority of Life Assured and consequently all rights, obligation and benefit will accrue to the Life Assured.

In case of death of the minor Life, the benefits will be paid to the Policyholder.

Part D

Policy Servicing Aspects

D.1 Free Look Option

“Free Look” period means a period of thirty (30) days from the date of receipt of the Policy, whether received electronically or otherwise, to review the terms and conditions of the Policy, where if You disagree with any of the terms and conditions of the Policy or otherwise and have not made any claim, You have the option to return the Policy stating the reasons for objection.

Upon return, the Policy will terminate forthwith and all rights, benefits and interests under the Policy will cease immediately. On cancellation of the Policy within the above-mentioned Free Look period, the Company shall refund premiums paid after deducting the proportionate risk premium for the period of cover and the expenses incurred by the Company for medical expenses (if any) and stamp duty (if any).

Note: Cash bonus paid, if any, shall be recovered.

D.2 Discontinuance Of Premium

D.2.1 Discontinuance Before Payment Of First Policy Year's Premium In Full

On non-payment of Premium within Grace Period, before payment of first Policy Year's premiums in full, the Policy shall lapse and all the benefits including life insurance cover will terminate. Cash Bonuses will not be paid when the Policy is in lapse status. The Policyholder can apply for revival of the Policy within the Revival Period and before the expiry of the Policy term to reinstate the lapsed Policy, subject to Company's 'Board Approved Underwriting Policy' and payment of all outstanding premiums (including taxes) with applicable interest thereon.

If a lapsed Policy is not reinstated within the Revival Period and before the expiry of Policy Term it will automatically stand terminated. No other benefit will or accrue or become payable, except for the accumulated Cash Bonus (if any), and if not paid earlier.

D.2.2 Discontinuance After Payment Of First Policy Year's Premium In Full

On non-payment of Premium any time after payment of first Policy year's Premiums in full, the Policy will not lapse but will continue as a reduced paid-up Policy till termination due to death, surrender or Maturity, whichever is earlier.

D.3 Reduced Paid-up Benefit

In case of reduced paid-up Policy, the Death Benefit, Maturity Benefit and Survival Benefits shall be revised as follows:

1. Survival Benefit: Once the Policy becomes reduced paid-up, the Cash Bonus payouts (if any) shall be stopped immediately until the end of the Premium Payment Term. Cash Bonus (if any) applicable for reduced paid-up policies may start again after the end of Premium Payment Term.
2. Maturity Benefit: The Maturity Benefit for a reduced paid-up Policy shall be equal to the sum of:
 - a. Paid-up Sum Assured on Maturity; and
 - b. Terminal Bonus, if any

where,

$\text{Paid-up Sum Assured on Maturity} = \text{Base Sum Assured} \times \left(\frac{\text{Total Number of Premiums Paid}}{\text{Total Number of Premiums Payable over the Policy Term}} \right)$.

Accumulated Cash Bonus (if any), if not paid earlier will also be paid along with the Maturity Benefit mentioned above.

3. Death Benefit: In case of reduced paid-up Policy if the Life Assured dies before the Date of Maturity, We will pay to the Claimant an amount equal to:

- a. Paid-up Sum Assured on Death; plus
- b. Interim Cash Bonus (if any); plus
- c. Terminal bonus, if any

Paid-up Sum Assured on Death shall be defined as Sum Assured on Death multiplied by $\left(\frac{\text{Total Number of Premiums Paid}}{\text{Total Number of Premiums Payable over the Policy Term}} \right)$.

Accumulated Cash Bonus (if any), if not paid earlier will also be paid along with the Death Benefit mentioned above.

The Death Benefit for reduced paid-up policies at no time shall be less than 105% of Total Premiums Paid until death or the prevailing surrender value.

A reduced paid-Up Policy can also be surrendered at any time. The benefit payable will be in accordance with the benefit payable on surrender as mentioned in section D.5.

D.4 Revival Of The Policy

A Policyholder will have five consecutive complete years from the due date of first unpaid premium and before the expiry of Policy Term, to revive the lapsed or reduced paid-Up Policy.

The revival will be subject to the 'Board Approved Underwriting Policy of the Company' and payment of all outstanding premiums (including taxes and levies) with applicable interest, if any, thereon. The revival interest rate for FY << 2024-25 >> is << 9.00% >> p.a. compounded annually.

The interest rate shall not exceed the yield to maturity on 10-year G-Sec + 200 basis points rounded to nearest 50 basis points. G-Sec rates will be taken from www.fbil.org.in. The interest rate will be revised at the beginning of each Financial Year. Any change in the basis of determination of this interest rate will be subject to approval from appropriate Authority, if applicable.

Upon revival, the Policyholder would be eligible for all due benefits (as applicable, if any). In case no revival request is received from the Policyholder during the Revival Period, and the Policy has not acquired reduced paid-up status, the Policy will terminate.

D.5 Surrender Benefit

Surrender value shall become payable after completion of first policy year provided one full years' premium has been received. On surrender, higher of Guaranteed Surrender Value (GSV) or Special Surrender Value (SSV) will be paid as the Surrender Value (SV).

Any accumulated Cash Bonus, if not paid earlier shall be payable in case accrual of Cash Bonus is opted for by the Policyholder. The interim Cash Bonus (if any) shall also be paid in addition.

Guaranteed Surrender Value (GSV):

The Guaranteed Surrender Value (GSV) is calculated as follows:

- $GSV = \text{Max} (\text{Applicable GSV factor} \times \text{Total Premiums Paid} - \text{Cash Bonus applicable till date}, 0)$

The GSV factors are guaranteed throughout the Policy Term. The GSV factor will depend on the year of surrender as per Annexure 1.

Special Surrender Value (SSV):

The Company shall declare Special Surrender Value (SSV), the factors for which will be decided by the Company from time to time. Any change in SSV factors will be subject to prior approval of appropriate Authority.

The SSV shall be calculated as follows:

- $SSV = \text{Max} (\text{Applicable SSV factor} \times \text{Total Premiums Paid} - \text{Cash Bonus applicable till date}, \text{Expected Present Value of paid-up benefits}) + \text{Terminal Bonus (if any)}$.

The SSV factor will depend on the Policy year of surrender.

Paid-up benefit while calculating expected present value shall include:

- Paid-up sum assured on death and
- Paid-up sum assured on maturity

Expected present value of paid-up benefits shall be calculated as -

$\text{Paid-up Sum Assured on death} \times F1 + \text{Paid-up Sum Assured on Maturity} \times F2$

The paid-up factors (F1 & F2) will depend on the years remaining to maturity and attained age.

The SSV factors will be reviewed annually in line with IRDAI Master Circular on Life Insurance Products (Ref: No. IRDAI/ACTL/MSTCIR/ MISC/89/6/2024) dated 12th June, 2024 and any subsequent circulars issued by IRDAI in this regard.

For the purpose of computing Surrender Benefit, the Total Premiums Paid shall exclude any extra premium, any rider premium and any taxes.

Terminal Bonus, if any, on surrender will be as declared by the Company every year.

Following formula will be applicable for calculating Surrender Value Factor (SVF) in case of Policy surrender between any two Policy Years:

- $SVF (t+x) = SVF (t) + (SVF (t+1) - SVF (t)) \times (x/365.25)$

Where t: Number of completed Policy Years

x: no of days till date of surrender from the last Policy anniversary

SVF (t): The surrender value factor as at time point t.

On payment of surrender benefit, the Policy will terminate and no more benefits shall be payable.

D.6 Bonus

The Company will carry out annual valuation (as per the applicable IRDAI regulations) at the end of each Financial Year and may declare bonuses for the participating policies. This can be in the form of Cash Bonus, interim Cash Bonus and terminal bonus.

If declared, all eligible policies shall receive the terminal bonus (if any) on Maturity or on termination due to death or surrender based on the terminal bonus rates declared by the Company.

The Cash Bonus, interim Cash Bonus, if any and terminal bonus, if declared shall be payable to the eligible policies in the financial year of the declaration (for Cash Bonus) or the time of termination by surrender or Maturity or death (for interim Cash Bonus and terminal bonus) in the financial year of the declaration.

D.7 Special Cash Bonus Payout Date

The Policyholder can choose to receive the Cash Bonus (if any) payout on any particular date other than the Policy Anniversary. This option should be selected at the time of making proposal and is only available if Policyholder selects annual cash bonus frequency. This date will no longer be effective if the Policyholder switches from annual cash bonus frequency to any other Cash Bonus payout frequency.

In such a case, the Cash Bonus applicable for first Policy Year when it is due, would be calculated by pro-rating the annual rate by the number of days between the Date of Inception of the Policy and the special date chosen by You. All future Cash Bonuses shall be payable on the chosen special date and shall be of the original amount except for the last Policy Year where it would be calculated by pro-rating the annual rate by the number of days between the special date and Date of Maturity.

D.8 Loan

The Policyholder can avail loan under the Policy, provided the Policy has acquired Surrender Value.

1. The maximum amount of loan cannot exceed 80% of the Surrender Value as on the date of loan.
2. The loan interest will not exceed the yield to maturity on 10-year G-Sec + 200 bps rounded to nearest 50 bps. G-Sec rates will be taken from www.fbil.org.in. The interest rate will be reset at the beginning of each Financial Year. Any change in formula used in deriving this interest rate will be subject to approval from appropriate Authority, if applicable. The applicable interest rate for FY <<2024-25>> is <<9.00%>> p.a.
3. The Policyholder can repay part or full amount of loan and/or loan interest at any time during the Policy Term.
4. The outstanding loan amount and accumulated interest will be recovered from any benefits payable and rest of the benefit amount, if any, will be paid.
5. For other than In-force and fully paid-up policies, in case the outstanding loan amount (including Interest) exceeds 95% of the Surrender Value anytime during the Policy Term, the Company will send an intimation to the Policyholder for repayment of loan/ interest. In the event of non-payment within 30 days after intimation or if premiums are discontinued, the Policy will be terminated by paying differential amount (if any) i.e. surrender value less outstanding loan amount (including interest).
6. For In-force and fully paid up policies, the policy will not be foreclosed if the outstanding loan amount (including Interest) exceeds the surrender value.

D.9 Policy Alteration

1. The Policyholder has the option to alter the Premium Payment Frequency during the Premium Payment Term.
2. **Accumulation of Cash Bonus (if any):** At any point during Policy Term, the Policyholder shall have the option to accumulate the Cash Bonus (if any). If accumulation option is chosen, then the regular Cash Bonus payouts will be stopped, and the Cash Bonus amount shall be accumulated using lower of (State Bank of India (SBI) savings bank interest rate + 1.50% p.a. AND SBI savings bank interest rate x 1.5

times). The SBI savings bank interest rate will be reviewed at the end of every quarter (i.e. on 1st April, 1st July, 1st October and 1st January every year). Under extreme situation, the Company may in future change the reference rate from SBI savings bank interest rate to some other index, subject to prior approval of appropriate Authority. The Policyholder shall also be informed of any such change. The current rate applicable as of 1st July 2024 is 4.05% compounding annually.

The Policyholder can switch between regular payouts and accumulation, and vice versa any time during the Policy Term by informing Us at least 15 days in advance of the next Cash Bonus payout date for the change to be effective. Once such a request has been raised, the next request can be raised only after 90 days from the previous request.

If the accumulated Cash Bonuses (if any) are not taken by the Policyholder during the Policy Term, the same shall be payable along with benefits payable at the time of termination of the Policy due to death or Maturity of Policy or surrender of Policy.

The Policyholder can withdraw from the accumulated Cash Bonuses pool partly/ fully at any time during the Policy Term. The Policyholder will be allowed to withdraw up to 6 times in a Policy Year. The minimum withdrawal amount shall be INR 2000 or balance accumulated cash bonus, whichever is lower. This option can be availed under an In-force as well as a reduced paid-up Policy.

3. Change in Cash Bonus payout frequency: The Policyholder has the option to change the Cash Bonus payout frequency. The Policyholder can choose to receive these payouts on a monthly/ quarterly/ half-yearly/ annual basis. This change will be applicable from the next Policy Anniversary only. Once such a request has been raised, the next request can be raised only after 90 days from the previous request.

The Policyholder cannot make any other alteration to the benefits defined under the Policy.

Part E

Charges And Fund Details

Not Applicable as this product is a Non-linked Insurance Plan.

Part F

General Terms And Conditions

F.1 Assignment & Nomination

- **Assignment:** Assignment of the Policy can be availed as per Section 38 of Insurance Act 1938 as amended from time to time. (A simplified version of the provisions of Section 38 is enclosed in Annexure 2 for reference)
- **Nomination:** Nomination facility can be availed as per Section 39 of Insurance Act 1938 as amended from time to time. (A simplified version of the provisions of Section 39 is enclosed in Annexure 3 for reference)

F.2 Fraud Or Misstatement

Fraud and Misstatement would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time.

(A simplified version of the provisions of Section 45 is enclosed in Annexure 4 for reference)

F.3 Misstatement Of Age Or Gender

If the age or gender of the Life Assured has been misstated or incorrectly mentioned, then We may take any of the following action subject to the Board Approved Underwriting Policy prevailing at the time of taking such action:

If upon correction of age or gender, the Life Assured was not insurable under this plan according to our requirements, We reserve the right to refund the premiums paid (subject to recovery of benefits paid, if any) and terminate the Policy.

If upon correction of age or gender, the Life Assured was insurable, then we may revise the premium and/or applicable benefits payable under the plan from the next premium due date by adjusting or deducting the differential premium that would have been payable.

F.4 Suicide Exclusion

If death occurs due to suicide within 12 months from the Date of Commencement of Risk under the Policy or from the Date of Revival of the Policy, as applicable the nominee or beneficiary of the Policyholder shall be entitled to 100% of the Total Premiums Paid till the date of death or the surrender value as available on date of death, whichever is higher, provided the Policy is In-force.

The policy terminates upon payment of such benefit and no other benefits will be payable.

F.5 Death Claim Requirements

We will require the following mandatory documents in support of a Death claim to enable processing of the claim intimation under the Policy. All benefits will be paid to the "Claimant" as defined in Section B.

Benefits Claimed	Requirements
Death	<ol style="list-style-type: none"> 1. Claimant statement form 2. Copy of death certificate issued by municipal corporation under section 12/17 3. KYC documents of claimant (Mandatory) <ol style="list-style-type: none"> a. PAN or Form No. 60 b. Copy of any one of the following (Identity & address proof of claimant). <ol style="list-style-type: none"> i. Proof of possession of Aadhaar number in such form as are issued by the Unique Identification Authority of India (means 'Aadhaar Card')[^] ii. Passport (unexpired), iii. Driving License (unexpired) iv. Voter's Identity Card v. Job card issued by NREGA duly signed by an officer of the State Government c. One recent photograph of the claimant 4. Copy of self-attested cancelled cheque / Passbook copy of the claimant 5. Relationship proof (wherever applicable) <p><i>[^] Wherever Aadhaar number is provided, first eight digits of such number are to be redacted/masked/blacked out by Claimant prior submission.</i></p>
In addition to the above-mentioned documents, we may ask for the following documents:	
Sudden Death/ Death due to Illness	<ol style="list-style-type: none"> 1. Cause of death certificate issued by the treating doctor 2. Medical records history (Admission notes, discharge/ death summary, test reports, etc.) 3. Bandhan Life Insurance Limited's attending physician statement for death claim 4. Bandhan Life Insurance Limited's Hospital treatment statement for death claim
Death due to Accident/ Suicide	<ol style="list-style-type: none"> 1. Copy of First Information Report (FIR) (Mandatory) 2. Copy of Post-Mortem Report (Mandatory) 3. Inquest report 4. Panchnama 5. Newspaper clipping (if available) 6. Police Final Report

Please note that our Claims dept may call for further requirements wherever necessary.

Filing Proof of Claim: Unless otherwise specified, duly filled in requisite forms along with necessary documents as stated above shall be furnished to us, at the claimant's expenses, within 90 days from the date the Insured event happens. However, submission of such documents, forms or other proof shall not be construed as an admission of liabilities by the Company and we reserve right to request additional proof and/or documents in support.

We are entitled to ask for additional documents (including Policy document) or information for the processing of the claim, in particular under circumstances where there is a delay in intimation of claim beyond 90 days from the Date of Death of the Life Assured. We may also seek professional/independent assistance for speedy disposal of the claim. You and/or the Nominee/legal heir/s shall have no objection for Us to obtain any details/information to form an opinion about the claim.

In case of delay in payments by Us, penal interest will be paid as per extant regulations applicable from time to time.

F.6 Payment Of Survival Benefit And Maturity Claim

You are requested to keep us informed for any change in the Bank and contact details.

The survival benefit/maturity claim payout will be done in the Bank account details we have in our records. You can verify Your bank details and make necessary changes, if any on self-help portal: iAssist for timely payout.

F.7 Electronic Transactions

You shall adhere to and comply with all such terms and conditions as We may prescribe from time to time. Any transactions carried out by or through any electronic facilities or means established by or on behalf of Us, in respect of the Policy, shall constitute legally binding and valid transactions on You.

F.8 Tax

The tax benefits and benefits payable under the Policy would be as per the prevailing provisions of the tax laws in India. We reserve the right to recover statutory levies << including Goods and Services Tax (plus any applicable cess) >> by way of adjustment to the Premiums payable or make necessary recoveries from the benefits payable under the Policy.

F.9 Applicable Law

This Policy is subject to the provisions of the laws of India.

F.10 Currency And Payment

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing regulations and other relevant laws of India. All payments under this Policy including the claims payout will be made through NEFT or other electronic methods only.

F.11 Issuance Of Duplicate Policy

You can apply for a duplicate Policy document along with relevant documents. Additional charges not exceeding Rs. 200/- may be applicable for issuance of the duplicate Policy.

Part G

Grievance Redressal Procedure

G.1 Notices

Any notice, direction or instruction given to Us under the Policy shall be through any one of the following modes:

Writing to our **Customer Service Department**

Bandhan Life Insurance Limited. A - 201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri East, Mumbai, 400 059.

Call on toll free number: 1800 209 9090 (except in case of freelook cancellation)

From your registered E-mail id to **customer.care@bandhanlife.com** or such other address as may be informed by Us.

You may also log in to our online customer portal: iAssist

Any notice, direction or instruction to be given by Us under the Policy shall be in writing and delivered via message to your registered contact number or to the registered electronic mail id updated in the records of the Company or by making general announcement in a national newspaper in English.

You are requested to communicate any change in address and contact details immediately to enable us to serve you promptly.

G.2 Grievance Redressal Procedure

You can register complaint with any of the following touch points:

- Website: You can register the complaint via the complaints form available on our website - **www.bandhanlife.com**
- Customer Portal: Customer can register a complaint via our customer portal **iassist.bandhanlife.com/login/**
- Emails: You can write to us on **customer.care@bandhanlife.com** from the registered e-mail ID.
- Contact Centre: You can call us on 1800 209 9090 from 9.00 am to 7.00 pm, Monday to Saturday excluding public holidays.
- Letters: You can write to us via letter at the nearest CAMS Office or the Head Office. The addresses are available on our company website.

You are requested to visit our website **www.bandhanlife.com** for updated contact details/ service centre address.

In case of non-receipt of reply from complainant within 8 weeks, we will consider the complaint as closed.

Escalation Matrix

1. If You fail to get a response within 2 weeks or You are not satisfied with the response provided with regards to the complaint, You can also escalate the matter to the Grievance Redressal Officer. A - 201, 2nd Floor, Leela Business Park, Andheri-Kurla Road, Andheri (E), Mumbai - 400059. Email id - gro@bandhanlife.com. The response will be sent within 7 working days of receipt of the grievance.
2. In case the grievance is not resolved or is partially resolved in favour of the complainant, the complainant also has the option to take up the matter before insurance ombudsman. The name, address and contact numbers of ombudsman of competent jurisdiction are readily available on the company's website www.bandhanlife.com. Policyholder can also approach the ombudsman, once the stipulated period of 30 days from the date of filing the complaint with the insurer is over, irrespective of the complaint lying in different stages of the grievance redressal process.
3. If You are still not satisfied with the resolution, You have an option to raise a complaint on the Bima Bharosa portal - bimabharosa.irdai.gov.in/

G.3 Grievance Redressal Mechanism Of IRDAI

In case the policyholder is not satisfied with the response or does not receive a response from the Company within 15 days, then the customer may approach the Grievance Cell of the IRDAI through any of the following modes:

1. Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
2. Sending an email to complaints@irdai.gov.in
3. Register the complaint online at Bima Bharosa at bimabharosa.irdai.gov.in
4. Address for sending the complaint through courier / letter: Policyholder's Protection & Grievance Redressal Department - Insurance Regulatory and Development Authority of India, Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032, Telangana.

G.4 Insurance Ombudsman

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

1. Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
2. Any partial or total repudiation of claims by the insurer;
3. Disputes over premium paid or payable in terms of insurance policy;
4. Misrepresentation of policy terms and conditions;
5. Legal construction of insurance policies insofar as the dispute relates to claim;
6. Policy servicing related grievances against insurers and their agents and intermediaries;
7. Issuance of insurance policy, which is not in conformity with the proposal form submitted by the Policyholder;
8. Non-issuance of insurance policy after receipt of premium; and
9. Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended by from time to time, or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned herein above.

The Ombudsman shall act as a counsellor and mediator to the matters specified above provided there is written consent of the parties to the dispute.

You or your legal heirs, nominee or assignee can make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the residential address or place of residence of the complainant is located. The complaint shall be in writing, duly signed by You or your legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

No complaint to the Insurance Ombudsman shall lie unless:

1. 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;
2. 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 complaint.

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.

The addresses of the Insurance Ombudsmen are given below. You are requested to visit the website of the Company for updated information on contact details of the Company and Insurance Ombudsmen.

Insurance Ombudsman Centres/ Contact Details

City	Address	Areas of Jurisdiction
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad @cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka

Bhopal	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
Chennai	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
Delhi	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonipat & Bahadurgarh
Guwahati	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Areas of Jurisdiction- Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry

Jaipur	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005 Tel.: 0141 – 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
Kochi	10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Kochi - 682 011. Tel.: 0484 – 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
Kolkata	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 /22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
Lucknow	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 /3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh - Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
Mumbai	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)

<p>Noida</p>	<p>Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh- Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p>
<p>Patna</p>	<p>2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand</p>
<p>Pune</p>	<p>Jeevan Darshan Bldg., 3rd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)</p>

Annexure: 1

Guaranteed Surrender Value Factors For Total Premiums Paid

Guaranteed Surrender Value Factors (Beginning of Policy Year)							
Year of Surrender	Premium Payment Term						
	5	6	7	8	9	10	12
1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
3	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%
4	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
5	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
6	60.00%	60.00%	50.00%	50.00%	50.00%	50.00%	50.00%
7	70.00%	65.00%	60.00%	50.00%	50.00%	50.00%	50.00%
8	80.00%	75.00%	65.00%	60.00%	60.00%	65.00%	58.00%
9	80.00%	80.00%	75.00%	65.00%	70.00%	70.00%	65.00%
10	80.00%	80.00%	80.00%	75.00%	75.00%	75.00%	75.00%
11	90.00%	80.00%	80.00%	80.00%	80.00%	80.00%	80.00%
12+	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%	90.00%

GSV = Max (Applicable GSV factor X Total Premiums Paid - Cash Bonus applicable till date, 0)

Note:

The surrender factors stated above are beginning of the year factors. Thus, if the policy is surrendered during the last Policy year(t) then the Guaranteed Surrender Value Factor for Total Premiums Paid applicable for (t+1)th year to be used for calculating pro-rata GSV factor is 100%.

For Example: In case of 10 year policy term, if the Policyholder surrenders during 10th policy year then the pro-rata GSV factor will be calculated using 90% and 100%.

Annexure: 2

Section 38: Assignment And Transfer Of Insurance Policies

Assignment or transfer of a life insurance policy is as below in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. This Policy may be transferred/ assigned, wholly or in part, with or without consideration.
2. 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.
3. 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.
4. The assignment must be signed by the transferor or Assignor or duly authorized agent and attested by at least one witness.
5. 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.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. 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.
8. 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.
9. 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 (Amendment), Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list as mentioned in Insurance Act, 1938 (as amended from time to time), but only a simplified version prepared for general information. Policyholders are advised to refer to the Act for complete and accurate details.]

Annexure: 3

Section 39: Nomination

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. 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.
2. 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.
3. Nomination can be made at any time before the maturity of the Policy.
4. 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.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a will as the case may be.
6. 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.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through regulations.
8. 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.
9. 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 amendment of Insurance Act, 1938 (i.e. 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act 1938 (as amended from time to time), 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 as mentioned in Insurance Act 1938 (as amended from time to time), but only a simplified version prepared for general information. Policyholders are advised to refer to the Act for complete and accurate details.]

Annexure: 4

Section 45: Policy Shall Not Be Called In Question On The Ground Of Misstatement After Three Years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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 as mentioned Insurance Act 1938 (as amended from time to time) but, only a simplified version prepared for general information. Policyholders are advised to refer to the Act for complete and accurate details.]