

**PART B – DEFINITIONS****GENERAL**

The Company may amend or place endorsement/s to this Policy from time to time for any changes agreed to by the Policyholder and the Company, and any such amendments or endorsement/s will form part of this Policy.

In this Policy, the words or terms below that appear in initial capitals will have the specific meaning assigned to them below. These defined words or terms will, where appropriate to the context, be read so that the singular includes the plural, and the masculine includes the feminine. Any capitalized term used and not defined herein shall have the same meaning as is ascribed to them under the rider terms and conditions if the rider has been provided for and is In-force under the Policy. In case of any common terms in the rider terms and conditions and this Policy, for the purpose of this Policy the meaning ascribed to such terms in this Policy shall prevail.

**DEFINITIONS**

1. **“Act”** refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
2. **“Accidental Death”** means that the Life Assured sustains any bodily injury resulting solely from an Accident and where such injury solely and directly and independently of all other causes results in the death of the Life Assured.
3. **“Age”** corresponds to the age as on last birthday of the Life Insured on the Policy Issue Date and then incremented by one on each policy anniversary.
4. **“Annualized Premium”** is the amount specified in the Policy Schedule and means the premium amount payable in a year chosen by the Policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
5. **“Appointee”** is the person who is appointed by You and as named in the Policy Schedule, who is authorized to receive benefits under the Policy on behalf of the Nominee(s), in case where Nominee is less than Age 18 on the date of claim payment.
6. **“Assignee”** means the person to whom the rights and benefits are transferred by virtue of an assignment.
7. **“Assignment”** means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time.
8. **“Basis Point”** means one-hundredth of a percentage point. E.g. One hundred basis points equals to 1%.
9. **“Benefit Option”** means the option chosen by the Policyholder at Policy inception, as specified in the Policy Schedule. The benefits offered under the Policy will be based on the option chosen. The Benefit Option chosen at Policy inception cannot be changed later on during the Policy Term.
10. **“Cash Bonus”** means a non-guaranteed bonus expressed as per 1000 Sum Assured, as declared from time to time and payable in accordance with the Benefit Option chosen by You;
11. **“Cash Bonus Payout Frequency”** means either annual, semi-annual, quarterly or monthly frequency in which the Cash Bonus shall be payable under the Policy, as specified in the Policy Schedule.
12. **“Claimant”** means You, Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives, or holders of a succession certificate in case Nominee(s) or assignee(s) is/are not alive at the time of claim.
13. **“Date of Commencement of Risk”** is the date as shown in the Policy Schedule when risk cover on the life of the Life Insured begins under this Policy.
14. **“Death Benefit”** means the benefit payable on death of the Life Insured as specified in Part C of this Policy.
15. **“Free-Look Period”** means the period as specified in Part D of the Policy, during which You have an option to return the original Policy to Us by stating the objections/reasons for such disagreement in writing.
16. **“Grace Period”** means a period of 15 (Fifteen) days from the due date of the unpaid premium under monthly premium payment frequency and 30 (Thirty) days from the due date of unpaid premium for all other Installment Premium payment frequencies.
17. **“Guaranteed Surrender Value”** means the Surrender Value as computed in Part D of the Policy, which is guaranteed by Us.
18. **“In-force”** policy means a Policy where all due premiums are paid on the due date.

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19. **"Installment Premium"** is the premium as payable by You on the due dates in a Policy Year, as specified in the Policy Schedule for effecting and continuing risk cover under this Policy.
20. **"IRDA" or "Authority"** means the Insurance Regulatory and Development Authority of India.
21. **"Lapse" or "Lapsed Policy"** means the status of the Policy where the Policy has not acquired a Surrender Value and Installment Premium due is not paid till the expiry of the Grace Period.
22. **"Life Insured"** is the person on whose life the contingent events have to occur for the benefits to be payable and as named in the Policy Schedule.
23. **"Loan"** means an amount granted by the Company, at a specified interest rate, to the Policyholder against the Surrender Value available under the Policy as specified in Part D of the Policy.
24. **"Maturity Benefit"** means the benefit, which is payable on the Maturity Date, as specified in Part C of the Policy.
25. **"Maturity Date"** is the date on which the Policy Term concludes and is specified as such in the Policy Schedule.
26. **"Major"** is a person who is aged 18 years and above.
27. **"Minor"** is a person who has not completed 18 years of age.
28. **"Nomination"** is the process of nominating a person who is named as "Nominee" in the Proposal Form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
29. **"Nominee"** is the person who is nominated by You in accordance with Part F and whose name is mentioned in the Policy Schedule, to receive the Death Benefit under this Policy. Nomination can only be effected if You are also the Life Insured under the Policy.
30. **"Policy"** means the contract of insurance entered into between You 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.
31. **"Policy Anniversary"** means the date which corresponds numerically with the Policy Issue Date in every calendar year until Maturity Date.
32. **"Policyholder" or "You" or "Your"** means the owner of the Policy at any point of time.
33. **"Policy Issue Date"** is the date specified in the Policy Schedule on which this Policy is issued and Your rights, benefits and risk cover begins under the Policy.
34. **"Policy Month"** means the month which corresponds numerically with the Policy Issue Month in every calendar year until Policy Maturity Date.
35. **"Policy Schedule"** means the Policy schedule and any annexures, tables, and/or endorsements attached to it from time to time, and forming part of the Policy.
36. **"Policy Term"** means the number of Policy Years for which the Policy is In-force, commencing from the Policy Issue Date and ending on the Maturity Date as specified in the Policy Schedule.
37. **"Policy Year"** is the period of twelve calendar months from the Policy Anniversary.
38. **"Proposal Form"** means the form filled in and completed by You, for the purpose of obtaining insurance coverage under this Policy
39. **"Premium Payment Term"** means the term specified in the Policy Schedule, during which the premiums are payable by You. Premium Payment Term once chosen at policy inception, cannot be changed thereafter.
40. **"Reduced Paid-Up (RPU)"** means the state of the Policy due to failure to pay due premium within the Grace Period after payment of premiums for at least first 2 consecutive Policy Years. Benefits are reduced as specified in Part D of this Policy.
41. **"Reverse Repo Rate"** means the rate at which the Reserve Bank of India (RBI) borrows money from banks.
42. **"Revival"** means restoration of the Policy, which was discontinued due to the non-payment of Installment Premium, by Us with all the benefits mentioned in the Policy, with or without rider benefits, if any, upon the receipt of all the Installment Premiums due and other charges or late fee, if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured

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or Policyholder on the basis of the information, documents and reports furnished by You, in accordance with Board Approved Underwriting Policy.

43. **“Revival Period”** means a period of five (5) consecutive years from the due date of first unpaid Installment Premium, during which period You will be entitled to revive the Policy which was discontinued due to the non-payment of Installment Premium.
44. **“Special Surrender Value”** means the value as specified in Part D of this Policy.
45. **“Sum Assured”** is equal to a multiple of the Annualized Premium and has been specified in the Policy Schedule.
46. **“Sum Assured on Death”** means the amount payable on death in accordance with Part C of this Policy. The Sum Assured on Death payable shall be highest of (i) 11 times the Annualized Premium; (ii) 105% of the Total Premiums Paid up to the date of death or (iii) Sum Assured.
47. **“Surrender”** means complete withdrawal/termination of the Policy by the Policyholder.
48. **“Surrender Value”** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Policy.
49. **“Total Premiums Paid”** means total of all the Installment Premiums received, excluding any underwriting extra premium, any rider premium, taxes and loadings for modal premiums, if any.
50. **“Vesting”** means the transfer of Policy benefits to the Life Insured on attainment of majority in case the Policy is issued to a Minor.
51. **“We” or “Our” or “Us” or “Company”** means Aditya Birla Sun Life Insurance Company Limited.

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**PART C – POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT****1. Death Benefit**

In the event of death of the Life Insured during the Policy Term, provided that the Policy is In-force and not under Lapsed or Reduced Paid-Up mode, We will pay the following to the Claimant:

- a) Sum Assured on Death; and,
- b) Accumulated Cash Bonus, (if declared); and,
- c) Terminal Bonus (if declared)

The Policy covers death under all situations (including death during declared or undeclared war, civil commotion, invasion, terrorism, hostilities) except death due to suicide as specified in the suicide clause.

**2. Maturity Benefit**

On survival of the Life Insured till the end of the Policy Term provided the Policy is In-force and all due Installment Premiums under the Policy have been paid, the following shall be paid to You.

- a) Sum Assured; and,
- b) Accumulated Cash Bonus, (if declared); and,
- c) Terminal Bonus (if declared)

**3. Bonus**

Bonus may be declared by Us after the actuarial valuation at the end of every financial year, over the Policy Term, expressed as a percentage of the Sum Assured and starting from the first Policy Year. You shall be eligible to receive the below mentioned Bonus, (if declared):

**A. Cash Bonus**

- i. Non-guaranteed Cash Bonus (if declared) shall be payable, provided the policy is in-force and all due premiums under the policy have been paid, from the end of first policy year or as per the Cash Bonus Payout Frequency chosen, till the earlier of death of the Life Insured if such death results in termination of the Policy, Surrender or Maturity Date.
- ii. The bonus may be declared in the form of a Cash Bonus rate every year.
- iii. Cash Bonus rate is expressed as per 1000 Sum Assured and once declared shall be payable on the next policy anniversary.
- iv. The effective date for the annual bonus rates declared shall be 1st July of every year.
- v. The chosen Cash Bonus Payout Frequency can be changed anytime during the Policy Term by providing a written notice to Us at least 30 days before the Policy Anniversary and the same shall be applicable from the next Policy Anniversary.

Cash Bonus Pay-out Frequency	Conversion
Semi-Annual	98% of Annual Cash Bonus x 1/2
Quarterly	97% of Annual Cash Bonus x 1/4
Monthly	96% of Annual Cash Bonus x 1/12

The above modal percentage has been calculated using a discount rate of 8% p.a. compounded monthly. The Company may revise these factors based on the then prevailing market conditions and subject to prior IRDAI approval.

- vi. You shall have the flexibility to defer the declared Cash Bonus, if declared, and accrue them instead in the form of accumulated Cash Bonus
- vii. The Cash Bonus shall be accumulated monthly at reverse repo rate published by Reserve Bank of India (RBI) on its website. This rate will be reviewed at the beginning of every quarter and will be aligned with the latest reverse-repo rate published on RBI's website.
- viii. You can withdraw the accumulated Cash Bonus partly or fully at any point during the Policy Term. The withdrawal can only be made if the lump sum amount payable is at least Rs. 1,000. If the unpaid Accumulated Cash Bonus (if declared) are not taken by You during the Policy Term, the same shall be payable along with benefits payable at the time of termination of the Policy in the form of death, maturity or Surrender.
- ix. You can choose to opt in or opt out of this feature at any point during the Policy Term by giving a written notice to Us at least 30 days before the Policy Anniversary and the same shall be applicable from the next Policy Anniversary.

**B. Interim Bonus:** The Company may pay an Interim Bonus, in case death, Surrender, survival or maturity happens before the latest declared bonus rates would have come into effect. Such interim bonus rate is same as bonus rate declared by the Company, (if declared) at the previous year end actuarial valuation.

**C. Terminal Bonus:** Terminal bonus may be payable on earlier of death, if such death results in termination of the Policy or Surrender or maturity.

**4. Policy Premium**

- a) Your Policy Schedule specifies the Annualized Premium, the Premium Payment Frequency, the Installment Premium and its due dates, as applicable, subject to the Policy Discontinuance, Reduced Paid-Up (RPU) and Revival provisions.
- b) We must receive Installment Premiums in full as and when due in order for this Policy to be valid and remain In-force.
- c) You can pay Installment Premium at any of Our offices or through Our website <http://lifeinsurance.adityabirlacapital.com> or by any other means, as informed by Us.
- d) Any Installment Premium paid will be deemed to have been received by Us only after the same has been realized and credited to Our bank account.
- e) The Premium payment receipt will be issued in Your name, which will be subject to realization of cheque or any other instrument/medium.

**5. Grace Period**

If the Installment Premium is not received by Us by the due dates specified in the Policy Schedule, You will be given a Grace Period of 30 days (15 days in case of monthly frequency) to make the payment of due Premium(s), during which time the risk cover and all benefits under the Policy will continue to remain in force.

If We do not receive the Installment Premium in full within the Grace Period, the Policy benefits may Lapse fully or be changed to Reduced Paid-Up in accordance with Premium Discontinuance and Reduced Paid-Up provisions as specified in Part D. On death during the Grace Period, the unpaid Installment Premium(s) due as on the date of death will be deducted from the claim amount payable.

**6. Risk Coverage for Minor and Vesting on attaining Majority**

- a) For Policies issued on Minor life, the Date of Commencement of Risk shall be the Date of Commencement of the Policy. In case the Life Insured is a Minor, the Policy will automatically Vest in him/her on his/her attaining the Age 18 years.
- b) On the Life Insured attaining the Age 18 years, We will require all the requisite information, including his/her address, contact details, bank account details, and other documents as may be specified by Us from time to time to enable Us to pay the benefits under this Policy.
- c) Where the Life Assured (whether major or minor) and the Proposer/Policyholder is different, on the death of the Proposer/Policyholder, the legal heirs of the deceased Proposer/Policyholder in accordance with the prevailing laws in India, will be considered as new Proposer/Policyholder.
- d) In the event of death of the Proposer/Policyholder, no Death Benefit is payable under the Policy.

**PART D – POLICY TERMS AND CONDITIONS****1. Free-look Period**

You have a free look period of 15 days from the date of receipt of the policy document and period of 30 days in case of electronic policies and the policies issued under the provisions of IRDAI Guidelines on Distance Marketing of Insurance products, to review the terms and conditions of the Policy and where you disagree to any of those terms or conditions, You have the option to return the original policy document to Us for cancellation, stating in writing the reasons for your objection, You shall be entitled to a refund of the premium paid subject to a deduction of a proportionate risk premium for the period of cover and the expenses incurred by Us on medical examination and stamp duty charges in accordance to IRDAI (Protection of Policyholders Interest) Regulations, 2017.

**2. Premium Discontinuance**

- a) If at least first two (2) full Policy Years' Instalment Premiums are not received by Us under a Policy, the Policy will immediately and automatically Lapse at the expiry of the Grace Period, and no benefits will be payable under the Policy thereafter.
- b) If at least first two (2) full Policy Years' Instalment Premiums have been received in full under a Policy, then, the Policy will be, immediately and automatically, converted to a Reduced Paid-Up (RPU) Policy at the expiry of the Grace Period.

The Policyholder may revive a Lapsed/Reduced Paid-Up Policy during the Revival Period, subject to the conditions mentioned in the Revival clause below.

**3. Reduced Paid-Up (RPU) Benefits**

Where the Policy has become a Reduced Paid-Up Policy/is in RPU status, the benefits payable will be amended as mentioned below:

The **RPU Sum Assured** shall be equal to the Sum Assured multiplied by the **RPU Factor**.

Where, "RPU Factor" means the ratio of the number of Instalment Premiums paid and received as on date, over the total number of Instalment Premiums originally payable during the Policy Term.

After the Policy has been converted to an RPU Policy, Accumulated Cash Bonus, (if declared) shall not be reduced and will remain attached to the Policy. However, any Cash Bonus, (if declared) payable in the year the Policy gets converted to an RPU Policy will be reduced by the same proportion as the number of unpaid Instalment Premiums for that Policy year to the total number of due Instalment Premiums for that Policy Year.

Your Policy will not be eligible for any further Cash Bonus (if declared) or Interim Bonus (if declared) or Terminal Bonus (if declared) in future once it has been converted into a Reduced Paid-Up Policy.

Once the Policy has become an RPU Policy, rider benefit, if any, will cease.

**a) Death Benefit for RPU Policies**

In the event of death of the Life Insured during the Policy Term after the Policy has become an RPU Policy, the Death Benefit payable will be as mentioned below:

The RPU Sum Assured on Death *plus* the Accumulated Cash Bonus (if declared) till the date of the Policy becoming an RPU Policy shall be payable and the Policy shall immediately and automatically terminate.

**b) Maturity Benefit for RPU Policies**

On survival of the Life Insured until the end of the Policy Term, Maturity Benefit payable shall be as mentioned below:

The RPU Sum Assured *plus* the Accumulated Cash Bonus (if declared), shall be payable at the Maturity Date.

**4. Surrender Benefit**

This Policy shall acquire a Surrender Value provided all the due Instalment Premiums for the first two (2) Policy Years have been received by Us. The Policyholder can Surrender the Policy any time before the end of Policy Term. The Policy will terminate after payment of the Surrender Value and thereafter no other benefits under this Policy shall be payable.

On Surrender of the Policy, the Surrender Value payable, as applicable, will be the higher of the Guaranteed Surrender Value (GSV) or the Special Surrender Value (SSV).

The GSV will be calculated as follows:

- GSV Factor \* Total Premiums Paid; *less*

- Any Cash Bonus (if declared) already paid.

GSV Factors are provided in Annexure I.

Your Policy also acquires a Special Surrender Value (SSV). Special Surrender Value is not guaranteed and may be revised by the Company from time to time. Any change in method/ formula for calculating the SSV is subject to prior approval from IRDAI.

The accumulated Cash Bonus (if declared) shall be paid over and above the Surrender Benefit.

To know the Surrender Value applicable to Your Policy, You can get in touch with Your advisor, or the nearest Branch Office or Our Customer Service Team.

#### 5. Revival

The Company shall consider requests from the Policyholder to revive a Policy which has Lapsed or has become a Reduced Paid-Up Policy for non-payment of Installment Premium, within a Revival Period of five (5) years from the due date of first unpaid Installment Premium and subject to the following conditions:

- Such requests shall be received in writing, and before the Policy Maturity Date.
- The Life Insured is required to furnish, at his / her own expense, satisfactory evidence of health and continuity of insurability. We may call for additional information /documents to process the Revival request.
- All due Installment Premiums till the date of Revival along with interest and/or late fees, if any, at prevailing rate of interest along with applicable taxes, if any shall be paid in full. The Company may revise this interest rate from time to time. The provisions of Section 45 of the Insurance Laws (Amendment) Act, 2015, as amended from time to time will also be applicable in case of Revival of the Policy. Refer Annexure C.
- The monthly interest is determined at June 1<sup>st</sup> of every calendar year as  $(x+1\%)/12$  rounded to the nearest 0.5%, where x is the base rate of the State Bank of India. Currently, as declared on June 1<sup>st</sup>, 2022, the Company is charging a compound interest of 1% per month. Any change in basis of determination of interest rate for Revival can be done only after prior approval of IRDAI.
- The Company may revive or refuse to revive the Policy, based on the prevailing Board approved underwriting guidelines. The Revival will take effect only on it being specifically communicated by the Company to Policyholder.
- The Revival of the Policy may be on terms different from those applicable to the Policy before it Lapsed/became Reduced Paid-Up Policy, based on prevailing board approved underwriting guidelines.

On Revival, all the benefits under the Policy, which prevailed before the date of first unpaid Installment Premium will automatically be reinstated and restored to their full value.

#### 6. Policy Loan

The Policyholder can take Policy Loan under the Policy provided that the Policy has acquired Surrender Value at the time of request for Loan, subject to the following conditions:

- The minimum Loan amount is Rs.5,000 and the maximum amount of Loan that may be granted under the Policy is up to 80% of the Surrender Value available less any outstanding Policy loan plus all accrued but unpaid loan interest as on that date. On exercising this option, the Policy shall automatically get assigned to the Company to the extent of the outstanding Policy loan balance.
- At any time during the Policy Term when the Policy is In-force (premium paying) or all due Installment Premiums under the Policy have been paid, and if the outstanding Loan and interest on the outstanding loan up to the date of death or survival benefit or Maturity Benefit or Surrender becomes equal to or exceeds the Surrender Value available under the Policy as on that date, The Company will inform the Policyholder of the same with a 90-days advance notice to repay such outstanding Loan balance along with applicable interest.
- If a Policy is a Reduced Paid-Up Policy, and if the outstanding Loan and interest on the outstanding loan up to the date of death or survival benefit or Maturity Benefit or Surrender exceeds the Surrender Value available under the Policy as on that date, then We shall send a 90 days advance notice to the Policyholder. If Policyholder doesn't repay the Loan or fail to respond to the notice, We shall terminate the Policy.
- The interest on Loan applicable on the Loan amount will be declared by the Company on June 1<sup>st</sup> of every calendar year and is equal to the base rate of the State bank of India plus 100 basis points (i.e. absolute 1%). The current Loan interest rate, applicable on June 1<sup>st</sup>, 2022 is 8.55% p.a. (compounded). Any change in basis of determination of interest rate for Policy Loan can be done only after prior approval of IRDAI.
- Any payment due under the Policy on the death of the Life Insured, survival or the Maturity Date or as Surrender Value shall be reduced by any outstanding Policy loan balance at that time and the residual value shall be paid to the Nominee or Policyholder as the case may be.
- The Company shall issue a Loan re-payment schedule at the time Policyholder opts for the Loan against Policy.
- The Policyholder can repay part or full amount of Policy Loan and Loan interest there-under at any time during the Policy Term.

**7. Termination of Policy**

Your Policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

- a) the date of payment of free look cancellation amount; or
- b) the date of settlement of the Death Benefit ; or
- c) the date of payment of the Surrender Value under the Policy; or
- d) the Policy Maturity Date; or
- e) the date on expiry of the Revival Period after Your Policy has Lapsed as per premium discontinuance provision; or
- f) the date on which the outstanding loan amount plus all accrued but unpaid loan interest exceeds the Surrender Value in case of Reduced Paid-Up Policies, as mentioned in Part D Section 6.

On termination of this Policy, all other benefits, including riders attached to the Policy will immediately and automatically terminate.

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**PART E – CHARGES, FUND OPTIONS, ETC**

This Policy is a non-linked participating individual savings life insurance plan and therefore, Part E is not applicable to this Policy.

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## PART F – GENERAL PROVISIONS

### 1. Contract

Your contract includes this Policy document, the proposal for the Policy and any amendments agreed upon in writing after the Policy is issued. The contract also includes declarations given by the Policyholder, any medical report form and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the contract. Only Our authorized officers can agree to any change in the contract the same shall become enforceable only when they are given in writing by the authorized officers.

The Policy enables the Policyholder to receive bonus, in the manner, amount and timing as declared by the Company, as per the relevant IRDAI Regulations, and does not in any way confer any right whatsoever on the Policyholder or the Life Insured to otherwise share in the assets, the profits or surplus of the business of the Company.

All the communication/ documents including the Policy Document will be sent to Your registered address. It shall be Your responsibility to confirm Your address, email ID, mobile number, bank account details (contact information) or update any change in such contact information. In the event of non- receipt of the Policy, You should contact Our customer care unit before expiry of the Free-Look Period.

We encourage You to open e-insurance account. For more details on e-insurance Policy, please visit Our website or contact Our relationship manager.

In case of purchase of Policy by electronic mode through online or electronic application, the application form and sales illustration shall be validated through one-time password (OTP) sent on Your mobile number/e-mail ID and undertaking obtained in the client declaration form, if any, or through any other means as may be notified by the Company from time to time.

### 2. Suicide Exclusion

In the event of death of Life Insured 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 Policy shall terminate immediately and the Company shall pay the following to the Nominee of the Policyholder, provided the Policy is In-force and all due Installment Premiums under the Policy have been paid:

- Where the Policy has acquired the Surrender Value, higher of Surrender Value or Sum of (Total Premiums Paid, underwriting extra premiums paid, loadings for modal premiums paid) till date of death.
- Where the Policy hasn't acquired the Surrender Value, Total Premiums Paid plus underwriting extra premiums paid plus loadings for modal premiums paid, till date of death.

### 3. Claim Procedures

The Policyholder/Nominee should notify the claim with proof of claim at the nearest Aditya Birla Sun Life Insurance Co. Ltd. branch office or through our customer portal <https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim> or to the 'Claims Department' at [claimsnotification.lifeinsurance@adityabirlacapital.com](mailto:claimsnotification.lifeinsurance@adityabirlacapital.com) and the claim documents to be simultaneously sent at Aditya Birla Sun Life Insurance Company Limited, G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601.

The claim is required to be intimated to Us within a period of 90 days from the date of death. However, We may condone the delay in claim intimation, if any, and the delay is proved to be for reasons beyond the control of the claimant. We will be able to proceed with the claim intimation request only on receipt of the following mandatory claim documents:

For processing a death claim under this Policy, We will require the following documents:

#### **Mandatory Claim Requirements:**

- 1) Claimant Statement Form
- 2) Death Certificate issued by Municipal Corporation/Gram Panchayat (Self attested copy)
- 3) Original Policy Document
- 4) KYC Document of beneficiary ( Self attested copy)
- 5) Relationship of beneficiary with Life Insured
- 6) Bank details of the beneficiary

#### **Additional Requirements: (Claims within 3 years from date of issue/Revival)**

- 1) Medical attendant's certificate, if any
- 2) Hospital or treatment records, if any (Self attested copy)
- 3) Employer's certificate (if applicable)

#### **Additional Requirements for Accidental/Unnatural Death:**

- 1) FIR & final police closure report
- 2) Post mortem report
- 3) Policy inquest report/inquest panchnama

4) News paper cutting (if any)

For processing maturity claim under this Policy, maturity proceeds shall be credited in Policyholder's bank account as per the bank details available in our records. In case of any change in the bank details, You are requested to update the bank details by submitting a request at the nearest Aditya Birla Sun Life Insurance Co. Ltd. branch office or through Our website <https://lifeinsurance.adityabirlacapital.com> or customer portal or any other mode as allowed by the Company.

Any other relevant information/ document as may be required by Us depending on the circumstances of the death or illness needs to be provided.

Beneficiary can download the claim documents from Our website <https://lifeinsurance.adityabirlacapital.com> or can obtain the same from any of Our branches. In case You are unable to provide any or all the above documents, in exceptional circumstances such as a natural calamity, We may at Our own discretion conduct an investigation/verification and accord a claim decision. For any further queries, You can call us at our toll free no. 1800 270 7000 or email us at Aditya Birla Capital - Life Insurance "claims.lifeinsurance@adityabirlacapital.com"

Claimant may intimate Us about death claim via the following ways:

- Online intimation through ABSLI Website (<https://lifeinsurance.adityabirlacapital.com> /)
- Through e-mail on [claims.lifeinsurance@adityabirlacapital.com](mailto:claims.lifeinsurance@adityabirlacapital.com)
- Visit Our nearest Branch Office

**4. Taxation**

All Premiums are subject to Goods and Services tax (GST), other applicable taxes, cesses, and levies, if any which will entirely be borne by You and will always be paid by You along with the payment of Installment Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Policy, We reserve the right to claim the same from You. Alternatively, We have the right to deduct the amount from the benefits payable by Us under the Policy.

Tax benefits and liabilities under the Policy may be available as per prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to the tax benefits and liabilities applicable to You.

**5. Currency and Place of Payment**

All payments to or by Us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India. Indian Rupee (INR) is the currency of this Policy. We will make or accept payments relating to this Policy at any of Our offices in India or such other locations as determined by Us from time to time.

**6. Governing Laws**

This Policy shall be interpreted in accordance with and governed by the laws of India and only competent courts at the place of issue of this Policy shall have jurisdiction to entertain legal action.

**7. Assignment**

Allowed as per the provisions of Section 38 of the Insurance Act, 1938, as amended from time to time. For more details on the assignment, please refer to Annexure A.

**8. Nomination**

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. For more details on the nomination, please refer to Annexure B.

**9. Forfeiture - Fraud and Mis-statement**

Fraud and mis-statement would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938, as amended from time to time. For more details on Section 45 of the Insurance Act, 1938, as amended from time to time, please refer to Annexure C.

**10. Loss of Policy Document**

The Policyholder can make an application for duplicate Policy on payment of ₹ 250/- upon loss of Policy document along with other requirements as may be prescribed by the Company.

**11. Modifications**

This Policy document constitutes the complete contract of insurance. This Policy document cannot be changed or varied except by a written endorsement to the Policy, signed by an officer of the Company authorized for the purpose.

**12. Legislative Changes**

The terms and conditions under this Policy including the premiums and benefits payable are subject to variation in accordance with the applicable laws and regulations.

SAMPLE

## PART G – GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS

### Grievance or Complaint

You may register Your grievance or complaint with any of Our nearest branches or with Our **Grievance Officer** at Customer Care Unit, Aditya Birla Sun Life Insurance Company Ltd., at G- Corp Tech Park, 5<sup>th</sup> & 6<sup>th</sup> Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also lodge your grievance or compliant complaint with any of our nearest branches or also call our toll free no. 1-800-270-7000 or on WhatsApp no. 8828800040 or email: [care.lifeinsurance@adityabirlacapital.com](mailto:care.lifeinsurance@adityabirlacapital.com)

In case You are dissatisfied with the decision of the above office or have not received any response within 10 days, You may contact **Head Service Assurance** at Customer Care Unit, / Aditya Birla Sun Life Insurance Company Ltd. / at G- Corp Tech Park, 5<sup>th</sup> & 6<sup>th</sup> Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call Our toll free no. 1-800-270-7000 (Timings: Daily 10 a.m. to 7 p.m.) on WhatsApp no. 8828800040 or email: [grievance.lifeinsurance@adityabirlacapital.com](mailto:grievance.lifeinsurance@adityabirlacapital.com)

For senior citizens, we provide priority redressal of grievances and complaints.

Please email us at: [ABSLI.SeniorcitizenLifeinsurance@adityabirlacapital.com](mailto:ABSLI.SeniorcitizenLifeinsurance@adityabirlacapital.com)

The complaint should be made in writing duly signed or through registered email by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant.

If You are not satisfied with the response or do not receive a response from Us within 15 days, You may approach the IRDAI's Integrated Grievance Management System (IGMS) on the following contact details:

Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)

You can also register your complaint online at

<https://bimabharosa.irdai.gov.in>

Address for communication for complaints by paper:

By Toll Free Number : 155255 or 1800 4254 732

Insurance Regulatory and Development Authority of India,  
Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell.  
4<sup>th</sup> Floor, Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli, Hyderabad – 500032  
Ph: (040) 20204000

### Insurance Ombudsman

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost, speedy arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (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 insofar 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, as amended 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 at clauses (a) to (f).

As per provision 14(3) of the Insurance Ombudsman Rules 2017, the complaint to the Ombudsman can be made:

- only if the grievance has been rejected by the grievance redressal machinery of the insurer;
- within a period of one year from the date of rejection by the insurer; and
- if it is not simultaneously under any litigation.

### Risk Factors / Disclaimers

This Policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a non-linked participating individual savings life insurance plan issued in accordance with the IRDAI (Non- Linked Insurance Products) Regulations 2019. All terms & conditions are guaranteed throughout the Policy term. The remuneration payable to the intermediaries is in accordance to the IRDAI (Payment of Commission or Remuneration or Reward to insurance agents and insurance intermediaries) Regulations 2016 and as per Board-approved 'Policy for Payment of Commission or Remuneration or Reward to insurance agent and insurance intermediaries'. ABSLI reserves the right to recover levies such as

the GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you. Tax benefits are subject to changes in the tax laws.

**NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY DOCUMENT, THE PROVISIONS HEREIN SHALL STAND ALTERED, AMENDED, MODIFIED OR SUPERCEDED TO SUCH EXTENT AND IN SUCH MANNER AS MAY BE REQUIRED BY ANY CHANGE IN THE APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO ANY REGULATIONS MADE OR DIRECTIONS / INSTRUCTIONS OR GUIDELINES ISSUED BY THE IRDAI) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.**

SAMPLE

**List of Ombudsman**

Office Details	Jurisdiction of Office (Union Territory, District)
<b>AHMEDABAD - Shri Collu Vikas Rao</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU – Mr. Vipin Anand</b> 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: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
<b>BHOPAL – Shri R.M. Singh</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR - Shri Manoj Kumar Parida</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.
<b>CHANDIGARH - Mr. Atul Jerath</b> 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 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<b>CHENNAI - Shri Segar Sampathkumar</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
<b>DELHI – Ms Sunita Sharma</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>GUWAHATI - Shri Somnath Ghosh</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD - Shri N. Sankaran</b> Office of the Insurance Ombudsman,	Andhra Pradesh, Telangana,

Office Details	Jurisdiction of Office (Union Territory, District)
6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Yanam and part of Union Territory of Puducherry.
<b>JAIPUR – Shri Rajiv Dutt Sharma</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
<b>ERNAKULAM - Shri G. Radhakrishnan</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>KOLKATA - Ms Kiran Sahdev</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW -Shri Atul Sahai</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	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.
<b>MUMBAI – Shri Bharatkumar S Pandya</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA - Shri Bimbadhar Pradhan</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

Office Details	Jurisdiction of Office (Union Territory, District)
<b>PATNA - Ms Susmita Mukherjee</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand.
<b>PUNE - Shri Sunil Jain</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

SAMPLE

## ANNEXURE 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 the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

- a. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- b. 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.
- c. 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.
- d. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- e. 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 authorised agents have been delivered to the insurer.
- f. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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
  1. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  2. 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.
- n. 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
  - i. 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
  - ii. may institute any proceedings in relation to the Policy
  - iii. 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
- o. 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 the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details. ]***

## ANNEXURE 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 the Insurance Laws (Amendment) Act, 2015. 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 further 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 themthe 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 the 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 the Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

***[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details. ]***

### **ANNEXURE 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 the Insurance Laws (Amendment) Act, 2015 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 Policywhichever 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 Policywhichever 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 of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details. ]***