

GENERAL

In this contract, “you” or “your” will refer to the owner of this policy and “we”, “us”, “our”, “insurer” or “the company” will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this policy document carefully.

DEFINITIONS

“**Age**” refers to age of the Life Insured in completed years as on the last birthday.

“**Annualized Premium**” shall be 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.

“**Appointee**” is the person who is appointed by you and as named in the Policy Schedule, in case where Nominee is minor.

“**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.

“**Attained Age**” corresponds to the age last birthday of the Life Insured on the Policy Issue Date and then incremented by one on each Policy Anniversary.

“**Date of Inception**” is date when risk cover for life insured/s under this policy begins and is the same as Policy Issue Date

“**Death Benefit**” means the benefit payable on death of the Life Insured as specified in the Policy Contract.

“**Free-Look Period**” means the period as specified in the Policy Contract, during which you can return the policy in case you do not agree with the terms and conditions of the policy.

“**Grace Period**” means the time granted by Us from the due date for the payment of Premium, without any penalty or late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption, as per the terms and conditions of the Policy.

“**Injury**” means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner

“**Installment Premium**” is the premium as payable by you as per the policy schedule to effect and continue this policy contract.

“**IRDAI**” – means the Insurance Regulatory and Development Authority of India.

“**Life Insured**” is the person on whose life the contingent events has to occur for the benefits to be payable and as named in the Policy Schedule.

“**Limited Pay**” is where the premium paying term is limited as compared to the policy term.

“**Medical Practitioner**” is a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Such Medical Practitioner is not the Policyholder’s spouse, father (including stepfather) or mother (including stepmother), son (including stepson), son’s wife, daughter, daughter’s husband, brother (including stepbrother) and sister (including stepsister) or Life Insured / Policyholder under this policy and would be independent of the insurer.

“**Nominee**” is the person who is nominated by Policyholder or both Policyholders jointly in case of a joint life policy and as named in the Policy Schedule, to receive the Death Benefit as specified in the Policy Contract.

“**Policy Anniversary**” means the date corresponds numerically with the Policy Issue Date in every calendar year until Policy Maturity Date.

“**Policyholder or You or Your**” means the owner of the policy at any point of time.

“**Policy Issue Date**” is the date this policy is issued and your rights, benefits and risk cover begin, as shown in Policy Schedule.

“**Policy Month**” is the period of one calendar month from monthly Processing Date.

“**Policy Year**” is the period of twelve calendar months from the Policy Anniversary.

“**Regular Pay**” is where the premium paying term is same as compared to the policy term.

“**Revival**” means restoration of the policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.

“**Single Pay**” is where the one time premium amount paid by you to effect this policy contract.

“**Single Premium**” is the single premium chosen by the Policyholder, excluding the taxes, rider premiums and underwriting extra premiums, if any.

“**Terminal Illness**” is an advanced or rapidly progressing incurable and un-correctable medical condition which, in the opinion of two independent Medical Practitioners appointed by us, is highly likely to lead to death within 6 months. Further, the Life Insured must not be receiving any form of treatment other than palliative medication for symptomatic relief.

“**Total Premiums paid**” means total of all the premiums received, excluding any extra premium, any rider premium and taxes.

PREMIUM PROVISIONS

Policy Premium

Your Policy Schedule shows the annualized premium, the premium paying mode, the Installment Premium and its due dates. Subject to the Policy Discontinuance provision, we must receive policy premiums when due in order for this contract to be valid and remain in force.

POLICY BENEFIT PROVISIONS

The below mentioned benefits are payable if your policy is still in force at the time the benefit is payable.

Death Benefit

Your Policy Schedule shows the Sum Assured and Plan Option applicable to your policy. Death Benefit payable to Nominee shall be Sum Assured on Death less any previously paid Terminal Illness Benefit.

For regular pay | Limited Pay policy the Sum Assured on Death is highest of:

- 10 times of the Annualised Premium for all ages; or
- 105% of Total Premiums Paid as on the date of death; or
- Absolute amount assured to be paid on death

For Single Pay policy the Sum Assured on Death is highest of:

- 125% of Single Premium for all ages; or
- Absolute amount assured to be paid on death

The absolute amount assured to be paid on death is the Effective Sum Assured as on the date of death.

If Plan Option 1 or 2 or 7 or 8 is chosen, the Effective Sum Assured is the sum assured at inception of the policy. It will remain constant throughout the policy term. The Effective Sum Assured shall include any change in Sum Assured arising from the exercise of the Enhanced Life Stage Protection option, where applicable.

If Plan Option 3 or Plan Option 4 is chosen, the Effective Sum Assured will increase on every Policy Anniversary. The amount by which the Effective Sum Assured will increase on every Policy Anniversary is the sum assured at inception multiplied by the sum assured escalation rate depending on the chosen Plan Option as shown in Policy Schedule. This option cannot be changed during the policy term. However, your premium amount will remain unchanged.

If Plan Option 5 or Plan Option 6 is chosen, your Effective Sum Assured is as per the table shown in the policy schedule.

In the unfortunate event the Life Insured dies before the Policy Maturity Date, the company will be liable to pay the applicable Death Benefit.

The Nominee has an option to take the Death Benefit by choosing one of the following options:

- I. Lump sum payment
OR
- II. Staggered payment with fixed annual income. In this option the Death Benefit will be paid as
 - a) One-time payout of 58% of the Death Benefit at the time of claim settlement *plus*;
 - b) The remaining Death Benefit paid as an annual income. An annual income as a fixed percentage of Death Benefit will be payable on each death anniversary of the

Life Insured for the chosen payout term (10 years or 15 years) as shown in the table given below:

Payout Term	% of Death Benefit
10	5.63%
15	4.24%

OR

- III. Staggered payment with increasing annual income @ 5% p.a. In this option the Death Benefit will be paid as
 - a) One-time payout of 58% of Death Benefit at the time of claim settlement *plus*;
 - b) The remaining Death Benefit is paid as an annual income. An annual income as a fixed percentage of Death Benefit at the time of claim settlement and then increasing at the rate of 5% per annum simple will be payable on each death anniversary of the Life Insured for the chosen payout term (10 years or 15 years) as shown in the table given below:

Payout Term	% of Death Benefit
10	4.68%
15	3.26%

If the Nominee has chosen to take the Death Benefit as a staggered payment at the time of claim settlement, the Nominee can opt for a lump sum payment subsequently instead of the staggered payment. We will pay the discounted value of the outstanding annual income payouts as a lump sum subject to a minimum of the Death Benefit payable less the Death Benefit already paid by the Company. The discounted value currently shall be calculated using an interest rate of 5.70% per annum. This interest rate is subject to change in future with prior IRDAI approval.

The policy will terminate once the Death Benefit is paid to the Nominee.

Terminal Illness

In case the Life Insured is diagnosed with a Terminal Illness while the policy is in force, 50% of the applicable Sum Assured on Death subject to a maximum of Rs. 2.5 Crore, shall be paid immediately. During the survival of the Life Insured post the diagnosis of Terminal Illness the Policyholder will not be liable to pay any future due premiums.

On the subsequent death of either of the lives insured during the policy term, the Sum Assured on Death for primary Life Insured or sum assured for secondary Life Insured whichever is applicable shall be reduced by the amount of Terminal Illness Benefit already paid.

Terminal Illness benefit shall only be payable on the first diagnosis of any Terminal Illness of the Life Insured during the policy term.

Terminal Illness benefit is not payable for keyman insurance policies.

Waiver of premium on Critical Illness or Total Permanent Disability

If Plan Option 2 or 4 or 6 or 8 is chosen – In the event of the Life Insured being diagnosed with the first occurrence of any of the covered Critical Illnesses or Total Permanent Disability as defined below, the company will waive off all future due premiums, if any, provided the policy is in force and the Life Insured has not Attained Age of 65 years. The policy will continue with full benefits till the Policy Maturity Date as shown in the Policy Schedule. In the unfortunate event the Life Insured dies before the Policy Maturity Date, the company will be liable to pay to the Nominee the applicable Death Benefit.

“Critical Illness” means any of the following listed illnesses:

1. **“Myocardial Infarction (First Heart Attack of specified severity)”** means the first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- Other acute Coronary Syndromes
- Any type of angina pectoris
- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

2. **“Cancer of Specified Severity”** means a malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma.

The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3;
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0;
- All Thyroid cancers histologically classified as T1N0M0 (TNM classification) or below;
- Chronic lymphocytic leukaemia less than RAJ stage 3;
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification;
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

3. **“Stroke Resulting In Permanent Symptoms”** means any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

4. **“Major Organ / Bone Marrow Transplant”** means the actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.

The following are excluded:

- Other stem-cell transplants
- Where only islets of Langerhans are transplanted.

5. **“Permanent Paralysis of Limbs”** means Total and irreversible loss of use of two or more limbs as a result of Injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

6. **“Parkinson’s Disease”** means the unequivocal diagnosis of idiopathic Parkinson’s Disease by a specialist Medical Practitioner. This diagnosis must be supported by all of the following conditions:

- The disease cannot be controlled with medication; and
- There are objective signs of progressive deterioration; and
- There is an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons for a continuous period of at least 6 months:

The following are excluded:

- Parkinson’s Disease that is drug-induced or arising from toxic causes; and
- Parkinsonism.

7. **“Multiple Sclerosis with Persisting Symptoms”** means the unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and;
- there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Other causes of neurological damage such as SLE are excluded.

8. **“Alzheimer’s Disease”** means Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer’s disease must be confirmed by a specialist Medical Practitioner and supported by the Company’s appointed doctor. There must be significant reduction in mental

and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Insured to perform (whether aided or unaided) at least 3 of the activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons for a continuous period of at least 6 months. For the purpose of this benefit, the word “permanent” shall mean beyond the scope of recovery with current medical knowledge and technology.

The following are excluded:

- Psychiatric illnesses
- Alcohol-related brain damage.

Coverage for this impairment will cease at Age sixty-five (65) or on maturity date/expiry date, whichever is earlier.

9. “Chronic Lung Disease” means End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO₂ < 55mmHg); and
- Dyspnea at rest.

10. “Muscular Dystrophy” means a disease of the muscle causing progressive and permanent weakening of certain muscle groups. The diagnosis of muscular dystrophy must be made by a consultant neurologist, and confirmed with the appropriate laboratory, biochemical, histological, and electromyographic evidence. The disease must result in the permanent inability of the insured to perform (whether aided or unaided) at least three (3) of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

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

The following are excluded:

- Angioplasty and/or any other intra-arterial procedures

12. “Coma of Specified Severity” means a state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- no response to external stimuli continuously for at least 96 hours;
- life support measures are necessary to sustain life; and
- permanent neurological deficit which must be assessed at least 30 days
- after the onset of the coma.

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

13. “Kidney failure requiring dialysis” means End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

14. “End Stage Liver Failure” - Permanent and irreversible failure of liver function that has resulted in all three of the following:

- Permanent jaundice; and
- Ascites; and
- Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

Total and Permanent Disability

“Total and Permanent Disability” is defined as the loss of the physical ability through an illness or Injury to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The insured person must need the help or supervision of another person and be unable to perform the Activities of Daily Living on their own.

The activities are:

1. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Getting in and out of bed - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
5. Feeding oneself - the ability to feed oneself once food has been prepared and made available.
6. Getting between rooms – the ability to move indoors from room to room on level surface.

Total and Permanent Disability must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled. In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit can be claimed only once in the life time starting from the first year.

Joint Life Protection

If this option has been chosen as per the policy schedule, then under this option, two lives, the Primary Life Insured and the Secondary Life Insured (spouse) are covered under the same policy and have joint ownership of the policy.

In case of death of either of the Life Insured, the Death Benefit will be paid in following manner.

i. In case of death of the Primary Life Insured prior to the death of the Secondary Life Insured:

- the Sum Assured on Death for Primary Life Insured will be paid to the secondary Life Insured
- the Secondary Life Insured will become the sole Policyholder. The life cover for Secondary Life Insured will continue without the payment of future premiums, if any,
- On the subsequent death of Secondary Life Insured before the Policy Maturity Date, Sum Assured in respect of Secondary Life Insured as mentioned in the Policy Schedule will be paid to the Nominee and the policy will be terminated.

ii. In case of death of Secondary Life Insured prior to the death of the Primary Life Insured:

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- The Sum Assured in respect of Secondary Life Insured as mentioned in the Policy Schedule will be paid to the Primary Life Insured.
- The Primary Life Insured will become the sole Policyholder. Future premiums, if any, will be reduced from the next Policy Anniversary to the premium that would have been charged at inception for only Primary Life Insured at policy inception.
- On subsequent death of the Primary Life Insured before the Policy Maturity Date, the Sum Assured on Death in respect of Primary Life Insured will be paid to the Nominee and policy will be terminated

iii. In case of death of both the life insured's at the same time

- Sum Assured on Death in respect of the Primary Life Insured and the Sum Assured in respect of Secondary Life Insured shall be paid to the Nominee and the policy shall be terminated

Under this option, on death of one Life Insured, the surviving Life Insured can opt to receive the Death Benefit as lump sum or staggered payment as specified in the Death Benefit section above. The Terminal Illness benefit as explained in the Death Benefit provision shall be applicable to both the Primary Life Insured and the Secondary Life Insured.

Enhanced Life Stage Protection

You can exercise this option with a written request to the Company within six months of the occurrence of marriage or birth of first two children, subject to the following conditions at that time:

- Attained Age of Life Insured is less than or equal to 50 years;
- Policy has regular pay option and all due Installment Premiums have been paid;
- Life Insured has been accepted as a standard life at inception of the policy;
- Policy is under Level Term Assurance Option;
- Rider benefit, if any, has not been claimed;
- Joint Life Protection option has not been chosen

Subject to the fulfillment of the above conditions, you may opt to increase the sum assured on the occurrence of each of the events mentioned below after the Policy Issue Date, without undergoing any fresh medical examination.

- First Marriage - 50% of sum assured at inception of the policy subject to a maximum of Rs. 5,000,000
- Birth of First Child - 25% of sum assured at inception of the policy subject to a maximum of Rs. 2,500,000
- Birth of Second Child - 25% of sum assured at inception of the policy subject to a maximum of Rs. 2,500,000

The increase in sum assured will be effective from the next Policy Anniversary. You shall also provide us with any other relevant information/ document as may be required by us to confirm the abovementioned events.

Future premiums shall be increased in proportion of the increase in the sum assured to the sum assured on Policy Issue Date and will be reflected from the subsequent Policy Anniversary. The premium rates for the enhanced protection will be same as applicable to Age of the Life Insured at the inception of the policy.

You can choose to reduce the sum assured in future, to the extent of sum assured increased under the Enhanced Lifestage Protection option, subject to a written request to the Company. The reduction in sum assured will be effective from the Policy Anniversary falling immediately after the date of notification and the premium will be decreased at the same time. The premium shall be decreased by the same amount as the premium was increased while exercising the Enhanced Lifestage Protection option.

Maturity Benefit

This policy does not grant any maturity benefit except if the Return of Premium Plan Option 7 | 8 are opted for

If Plan Option 7 | 8 is chosen, on the Policy Maturity Date we shall pay you the Maturity Sum Assured as shown in the Policy Schedule.

Maturity Sum Assured is sum of all the premiums payable (excluding GST, loadings towards modal loadings, premiums paid towards underwriting extra and any attached riders) multiplied by the applicable percentage (as chosen) as shown in Your Policy Schedule.

Surrender Benefit

If Plan Option 1 or 2 or 3 or 4 or 5 or 6 is chosen

There is no surrender benefit or unexpired risk premium payable for Regular Pay policies under these options.

Under Limited Pay option, if a policy is surrendered during the premium payment term, no benefit shall be payable, however, upon surrender of the policy after completion of the premium payment term, provided all due premiums have been paid in full, we shall pay you the unexpired risk premium as surrender benefit upon such surrender.

Under Single Pay option, upon surrender of the policy, we shall pay the unexpired risk premium as a surrender benefit.

$$URP = \text{Surrender Value Factor} \times \frac{\text{Total Premiums Paid} \times \text{Outstanding Term (in months)}}{\text{Policy Term (in months)}}$$

- Surrender Value Factors are shown in Appendix I
- Outstanding policy term (in months) is calculated as the number of whole months from the date of surrender to the end of the policy term

If Plan Option 7 or 8 is chosen

Your policy will acquire a surrender value after all due Installment Premiums for at least two full years are paid and immediately after policy issuance for Single Pay. The Guaranteed Surrender Value (as shown in Appendix 1) is the percentage of Total Premiums Paid.

Your policy also acquires a Special Surrender Value. The surrender benefit will be the higher of the Guaranteed Surrender Value and the Special Surrender Value.

To know the surrender value for your policy you can get in touch with your advisor, or the nearest Branch Office or our Customer Service Team.

Grace Period

If you are unable to pay the Installment Premium by the due date, you will be given a grace period of 30 days for yearly, half yearly and quarterly mode (15 days for monthly mode) to make the payment of due premium, during which time all benefits under the policy will continue.

If we do not receive your premium within the grace period, the policy benefit may lapse fully or be deemed reduced paid-up as per Premium Discontinuance and Reduced Policy Paid-Up Policy provisions in Part D.

POLICY PROVISIONS

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⁽¹⁾ and the policies issued under the provisions of IRDAI Guidelines on Distance Marketing⁽²⁾ 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.

⁽¹⁾ In case of electronic issuance of policies, the date of receipt or date of credit of electronic policies shall be determined as below:

- a) For New Electronic Insurance Account (EIA): Date of receipt of the "Welcome Kit" from the Insurance Repository with the credentials to log into the EIA or delivery date of the e-mail confirming credit of the Insurance Policy by the Insurance Repository into the EIA, whichever is later.
- b) For existing EIA: Delivery date of the e-mail confirming credit of the Insurance Policy by the Insurance Repository into the EIA.

⁽²⁾ Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through voice mode, SMS, electronic mode, physical mode (like postal mail) or any other means of communication other than in person.

Premium Discontinuance

If you are unable to pay the Installment Premium by the due date, you will be given a grace period of 30 days (15 days for monthly mode) during which time all benefits under the policy will continue.

If Plan Option 1 or 2 or 3 or 4 or 5 or 6 is chosen:

If we do not receive the entire Installment Premium by the end of the grace period, this policy will be deemed lapsed and all benefits will cease immediately. The lapse date is the date the first unpaid premium was due. You will be given a period of five years from the lapse date to revive your policy.

If Plan Option 7 or 8 is chosen:

- a) Installment Premiums for two (2) full policy years are not paid:
If we do not receive the due Installment Premium by the end of the grace period, this policy shall be deemed lapse and all benefits will cease immediately. The lapse date is the date the first unpaid premium was due. You will be given a period of five years from the lapse date to revive your policy.
- b) Installment Premiums for two (2) full policy years are paid:
If we do not receive the due Installment Premium by the end of the grace period, this policy will be deemed paid-up and benefits will continue as per the Policy Paid-Up provision. The paid-up date is the date the first unpaid premium was due. You will be given a period of five years from the paid-up date to revive the policy for its full benefits.

Revival

To revive the policy, you must pay all unpaid Installment Premiums due till date plus interest thereon. We will charge an interest at a rate declared by us which is determined as $(x+1\%)/12$ rounded to the nearest 0.1%, where x is the base rate of the State Bank of India. The interest rate, as declared on June 1st, 2021, is 1% per month(compounded). The Revival will be effected on receipt of the evidence of insurability satisfactory to us with respect to the Life Insured. We may call for additional information /documents to process the Revival request. We reserve the right not to revive the policy on original terms based on the underwriting decision. The effective date of revival is when these requirements are met and approved by us, at our sole discretion.

Reduced Paid-Up Policy

Death Benefit

If Plan Option 1 or 2 or 3 or 4 or 5 or 6 is chosen:

Not applicable

If Plan Option 7 or 8 is chosen

For Regular and Limited Pay Policies, if you choose to stop paying premiums after all due Installment Premiums for at least two full policy years have been paid then this policy will continue on a reduced paid-up basis.

Your policy will automatically be deemed paid-up if we do not receive your Installment Premium within the grace period as explained in the Premium Discontinuance provision (b). Under the paid-up status, your policy will continue with the following modifications:

Sum Assured, Sum Assured on Death and Sum Assured on Maturity shall be reduced in proportion to the Installment Premiums actually paid to the total Installment Premiums payable during the premium paying term.

The Terminal Illness Benefit payable will be the reduced paid up terminal illness benefit applicable at that time.

Policy Loan

This policy does not provide for any loan facility.

Termination of Policy

Your policy will terminate at the earliest of:

- (a) the date of settlement of the Death Benefit (on last surviving life in case of Joint Life Protection option); or
- (b) the date of payment of maturity benefit for plan option 7 or 8
- (c) the date of payment of the surrender value, if any; or
- (d) the date of maturity of the policy for plan option 1 or 2 or 3 or 4 or 5 or 6; or
- (e) the date on which the revival period ends after your policy has lapsed as per Premium Discontinuance provision; or
- (f) In case of staggered benefit opted, the date on which last installment is paid to the Nominee or date on which lump sum in lieu of installment is paid to the Nominee, whichever is earlier.
- (g) The date on which we receive a free look cancellation request.

Appendix I Surrender Value Factors for Limited Pay and Single Pay Policies

For Plan Option 1 to 6

Year of Surrender↓ Policy Term→	Single Pay	6 Pay	8 Pay	10 Pay
	All Term			
1	35%	0%	0%	0%
2	35%	0%	0%	0%
3	35%	0%	0%	0%
4	35%	0%	0%	0%
5	35%	0%	0%	0%
6	35%	35%	0%	0%
7	35%	35%	0%	0%
8	35%	35%	35%	0%
9	35%	35%	35%	0%
10	35%	35%	35%	35%
11	35%	35%	35%	35%
12	35%	35%	35%	35%
13	35%	35%	35%	35%
14	35%	35%	35%	35%
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23	35%	35%	35%	35%
24	35%	35%	35%	35%
25	35%	35%	35%	35%
26	35%	35%	35%	35%
27	35%	35%	35%	35%
28	35%	35%	35%	35%
29	35%	35%	35%	35%
30	35%	35%	35%	35%
31	35%	35%	35%	35%
32	35%	35%	35%	35%
33	35%	35%	35%	35%
34	35%	35%	35%	35%
35	35%	35%	35%	35%
36	35%	35%	35%	35%
37	35%	35%	35%	35%
38	35%	35%	35%	35%
39	35%	35%	35%	35%
40	35%	35%	35%	35%
41	35%	35%	35%	35%
42	35%	35%	35%	35%
43	35%	35%	35%	35%
44	35%	35%	35%	35%
45	35%	35%	35%	35%
46	35%	35%	35%	35%
47	35%	35%	35%	35%
48	35%	35%	35%	35%
49	35%	35%	35%	35%
50	35%	35%	35%	35%
51	35%	35%	35%	35%
52	35%	35%	35%	35%
53	35%	35%	35%	35%
54	35%	35%	35%	35%
55	35%	35%	35%	35%

Not Applicable (as it is not a unit linked plan)

SAMPLE

GENERAL PROVISIONS

Contract

Your contract includes this policy document, the application for the policy and any amendments agreed upon in writing after the policy is issued. The contract also includes declarations given by the policy owner, 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 and then only in writing.

This contract does not provide for participation in the distribution of profits or surplus declared by us.

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 (Rs.) 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.

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.

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.

Claim Procedures

For processing a claim under this policy the following documents are required:

For Death Benefit:

- Original policy document
- Claimant's statement
- Death Certificate
- Medical Attendant's Certificate, if any
- Employer's Certificate, if applicable
- Copies of Medical Reports of last and previous hospitalizations, if any
- For accident cases – First Information Report, Post Mortem Report and Police Inquest Form

For processing a waiver claim the following documents are required:

- Claim form in prescribed format
- Doctor's certificate to support the diagnosis
- Copies of investigation reports, hospital admission, discharge summary, if any

For Maturity Benefit:

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

- 1) Profile updating form duly attested by Policyholder which captures the Banking Details for direct transfer to Policyholder's Account.
- 2) Personalized cheque or 'New Accounts' mentioned on cheque, then copy of bank passbook or bank statement self attested.
- 3) PAN card copy/number if TDS is applicable.

You shall also provide us with any other relevant information/ document as may be required by us depending on the circumstances of the death or illness.

Any person claiming the benefits can download the claim request documents from our website www.adityabirlasunlifeinsurance.com or can obtain the same from any of our branches. In case you are unable to provide any or all of the above documents, in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation and subsequently settle the claim.

Taxation

The income tax benefits on your policy may be availed as per prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be; and
- recover levies, taxes, cesses and duties including but not limited to GST from you or adjust the same from the amounts paid by you or accrued or payable to you under the policy.

Misstatement of Age

If the date of birth of the Life Insured has been misstated and the Policyholder has paid less Installment Premium than would have been payable for correct Age, the company would be entitled to charge and the Policyholder would be obliged to pay for such premium difference since inception of the policy to continue this policy.

If the date of birth of the Life assured has been misstated and the Policyholder has paid higher Installment Premium than would have been payable for correct Age, the company shall refund the excess premiums without any interest. In case of termination of the policy any unpaid balance will be adjusted from the benefit payout.

If at the correct Age, the Life Insured was not insurable under this policy according to our requirements, we reserve the right to pay the premiums paid till date and terminate the policy in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time.

Suicide

We will pay the premiums paid to date (excluding applicable taxes) or surrender value, if higher in the event the Life Insured dies by committing suicide, within twelve months from the Date of inception of the policy or revival date of the policy respectively provided the policy is in force. For Joint Life Protection, the suicide exclusion described above applies in the event of earlier death of either the Primary Life Insured or the Secondary Life Insured and the life cover as mentioned in the Joint Life Protection section shall continue for the surviving Life Insured subject to the payment of reduced future premiums, if any.

Terminal Illness Benefit Exclusion

The Life Insured will not be entitled to any Terminal Illness Benefits if the diagnosed Terminal Illness was caused directly or indirectly due to or occasioned, accelerated or aggravated by intentional self-inflicted injury or attempted suicide, whether medically sane or insane.

The following exclusions are applicable only for Waiver of Premium benefit in case of diagnosis of Total Permanent Disability and / or Critical Illness.

a) Total Permanent Disability and Critical Illness Benefit Exclusion

Life Insured shall not be entitled to any benefits if Total Permanent disability or covered critical illness results either directly or indirectly from any of the following causes:

- Any Pre-Existing Disease. "Pre-existing Disease" means any condition, ailment, injury or disease:
 - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its latest revival date; OR
 - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its latest revival date.This exclusion will not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception.
- Any sickness-related condition manifesting itself within 90 days from the policy commencement date or its latest revival date, whichever is later;
- Any sexually transmitted diseases;
- Suicide or attempted suicide or self-inflicted injury, irrespective of mental condition;
- Participation in a criminal, unlawful or illegal activity;
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered Medical Practitioner acceptable to us;
- Nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

b) Additional Total Permanent Disability Benefit Exclusion

In addition to the common exclusions above, Life Insured shall not be entitled to receive Total Permanent Disability benefits, if it results either directly or indirectly from:

Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race, underwater activities involving the use of breathing apparatus or not, martial arts, hunting, mountaineering, parachuting, bungee jumping

Fraud and Misstatement

As per the provisions of Section 45 of the Insurance Act, 1938 and amended from time to time. For more details on Section 45 of the Insurance Act, 1938 please refer to Annexure C.

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, 5th & 6th 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

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, 5th & 6th 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

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

Please email us at: 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@irda.gov.in

You can also register your complaint online at

<http://www.igms.irda.gov.in/>

Address for communication for complaints by paper:

Consumer Affairs Department,
Insurance Regulatory and Development Authority of India,
4th Floor, Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Ph: (040) 20204000

By Toll Free Number: 155255

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 non-participating term insurance plan. All terms & conditions are guaranteed throughout the policy term. ABSLI reserves the right to recover levies such as the Goods and Services Tax (GST) levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you.

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 IRDA) 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)
AHMEDABAD - Shri Kuldip Singh 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 - Shri Vipin Anand 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 - Shri R M Singh 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: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Shri Atul Jerath 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: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Shri Segar Sampathkumar 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: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI - Shri Somnath Ghosh Office of the Insurance Ombudsman,	Assam, Meghalaya,

Office Details	Jurisdiction of Office (Union Territory, District)
Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri N Sankaran 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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Shri Girish Radhakrishnan 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: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Shri P. K. Rath 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: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Shri Justice Anil Kumar Srivastava 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: 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 - Shri Bharatkumar S Pandya 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: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

Office Details	Jurisdiction of Office (Union Territory, District)
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>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.</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah 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: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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:

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 authorised 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 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.]