

### 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 (ABSLI), or any of its successors.

### DEFINITIONS

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

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

**"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 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.

**"Injury"** 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 you 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.

**"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 Monthiversary"** is the monthly processing date that corresponds numerically with the Policy Issue Date in every calendar month.

**"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 the restoration of the benefits to its original value as mentioned under the Policy Benefit Provisions subject to the Life Insured meeting the conditions as laid down by the company.

### PREMIUM PROVISIONS

#### ***Policy Premium***

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

### POLICY BENEFIT PROVISIONS

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

#### ***Death Benefit***

Your Policy Schedule shows the Sum Assured, Plan Option and Income Benefit Term applicable to your policy. Death Benefit payable to Nominee / legal heir shall be the Monthly Income as shown in the Policy Schedule payable over the Income Benefit Term.

The Monthly Income benefit payable on death is equal to 1.25% of the Sum Assured. The assured benefit to be paid on death under this policy will be the total Monthly Income payable on death over the Income Benefit Term .

The Sum Assured on Death under this policy is the highest of:

- i). 10 times of the annualised premium for all ages; or
- ii). 105% of the total premiums paid up to the date of death; or
- iii). Maturity Sum Assured; or
- iv). Assured benefit to be paid on death.

The maturity sum assured is nil under this plan.

The Sum Assured on Death will be the total Monthly Income benefit payable over the Income Benefit Term. The monthly income will be due from the first policy monthiversary on or after the date of death. The first payout will be made on the acceptance of the death claim and subsequent monthly payouts will be made on each policy monthiversary throughout the Income Benefit Term.

***If Plan Option 3 or Plan Option 4 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/legal heir the applicable Death Benefit.

***Critical Illnesses 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 RAI stage 3;
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification;
- All Gasto-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- All tumours in the presence of HIV infection.

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 and HIV 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 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 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 (PaO<sub>2</sub> < 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 he 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 (TPD) can be defined as the loss of the physical ability through an illness or injury to do at least 3 of the 6 Activities of Daily Living 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.

#### **EVA Benefit:**

The female life insured shall be entitled for this benefit only once during the entire policy term.

In the event, where a female life insured gives birth to a child during the policy term, the installment premium for a complete one year will be waived off.

After the completion of one year waiver period, the policyholder is liable to pay all the due future premiums when due, to continue the policy benefits.

#### **Maturity Benefit**

This policy does not provide any maturity benefit.

#### **Surrender Benefit**

There is no surrender benefit offered for regular pay policy under this plan. However for limited pay policy, your policy will acquire a surrender value after all due installment premiums for at least four full policy years are paid.

The surrender benefit will be payable as follows:

$$\text{Surrender Value Factor} \times \text{Total Premiums Received till date of surrender} \times (\text{Outstanding Policy Term}) / (\text{Policy Term})$$

- i). The total premiums received will exclude rider premiums (if any), applicable taxes, and underwriting extra (if any) but will include any waived off installment premium due to the Critical Illness / Total Permanent Disability or EVA benefit
- ii). Surrender Value Factors are shown in Appendix I
- iii). Outstanding policy term is calculated as the number of whole months from the date of surrender to the end of the policy term

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 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 paid-up as per Premium Discontinuance and Policy Paid-Up provisions in Part D.

### **POLICY PROVISIONS**

#### **Free-look Period**

You will have the right to return your policy to us within 15 days (30 days in case the policy issued under the provisions of IRDA of India Guidelines on Distance Marketing<sup>(1)</sup> of Insurance products) from the date of receipt of the policy. We will refund the premium paid once we receive your written notice of cancellation (along with reasons thereof) together with the original policy documents. We will deduct proportionate risk premium for the period of cover and expenses incurred by us on medical examination and stamp duty charges while issuing your policy in accordance to IRDA of India (Protection of Policyholders Interest) Regulations, 2002.

<sup>(1)</sup>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 during which time all benefits under the policy will continue.

#### **For Regular Pay**

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.

#### **For Limited Pay**

##### **(a) Until four full policy years installment premiums are paid:**

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 two years from the lapse date to revive your policy.

##### **(b) Once four full policy years installment premiums have been paid:**

If we do not receive the entire 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 two 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 the interest for policy revival at a rate declared by us determined as  $(x+1\%)/12$  rounded to the nearest 0.5%, where x is the base rate

of the State Bank of India. 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.

#### **Policy Paid-Up**

##### **For Regular Pay**

Not applicable

##### **For Limited Pay**

You may choose to stop paying premiums at any time once all due Installment Premiums for at least four full policy years have been paid and continue this policy on a 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, the current Sum Assured shall be reduced in proportion to the premiums actually paid to the total premiums payable during the premium paying term.

Once the policy has become paid up, the monthly income benefit payable on death of the Life Insured is amended to 1.25% of the reduced Sum Assured as on date of Death. If Plan Option 2 or Plan Option 4 is chosen the monthly income payable on date of death of the Life Insured will continue to be increased by 5% per annum simple every year.

The premium waiver on Critical Illness or, Total Permanent Disability or for EVA benefit shall not be applicable on such paid up policies.

#### **Policy Loan**

This policy does not grant any loan facility.

#### **Termination of Policy**

Your policy will terminate at the earliest of:

- (a) the date of payment of last installment of the death benefit; or
- (b) the date of payment of the surrender value, if any; or
- (c) the date of maturity of the policy; or
- (d) the date on which the revival period ends after your policy has lapsed as per Premium Discontinuance provision.

**Surrender Value Factors for Limited Pay Policies**

The percentages as applicable to the premiums paid for the calculation of Surrender Value is as given below –

| Number of full years' premiums paid | Premium-Payment Term |                  |
|-------------------------------------|----------------------|------------------|
|                                     | 6 (Limited Pay)      | 10 (Limited Pay) |
| 1                                   | N/a                  | N/a              |
| 2                                   |                      |                  |
| 3                                   |                      |                  |
| 4                                   | 50%                  | 40%              |
| 5                                   | 70%                  | 50%              |
| 6                                   |                      | 60%              |
| 7                                   |                      | 70%              |
| 8                                   |                      | 70%              |
| 9                                   |                      | 70%              |
| 10 or more                          |                      | 70%              |

SAMPLE

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 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 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 (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.

**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 death claim under this policy the following documents are required:

- 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

You shall also provide us with any other relevant information/document as may be required by us and within 90 days from the date of request.

Any person claiming the benefits can download the claim request documents from our website [www.adityabirlasunlifeinsurance.com](http://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 will be 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 with interest at the rate as applicable to the policy loan to continue this policy.

If the date of birth of the Life Insured 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.

**Suicide**

If the Life Insured under this policy dies by committing suicide, whether medically sane or insane, within one year from the date of inception of the policy or revival date, we shall pay to the nominee the premiums paid to date (excluding applicable taxes) or surrender value if higher.

**Exclusions**

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 or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the policy commencement date or its latest revival date, whichever is later;
- Any sickness-related condition manifesting itself within 90 days from the policy commencement date or its latest revival date, whichever is later;
- AIDS and / or HIV-related complications or 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

**Fraud and Misrepresentation**

As per the 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 please refer to Annexure C.

**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

SAMPLE

### Grievance or Complaint

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd (Formerly Birla Sun Life Insurance Company Ltd). / 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 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 with 10 days, you may contact **Head Service Assurance** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd (Formerly Birla Sun Life Insurance Company Ltd). / 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 or email:

[Grievance.lifeinsurance@adityabirlacapital.com](mailto:Grievance.lifeinsurance@adityabirlacapital.com)

The complaint should be made in writing duly signed or through 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 Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

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

You can also register your complaint online at

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department,  
Insurance Regulatory and Development Authority of India,  
9th floor, United India Towers, Basheerbagh,  
Hyderabad – 500 029, Telangana

Fax No: 91- 40 – 6678 9768

### 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 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 OF INDIA) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER /DIRECTION/ INSTRUCTION OF A COURT OF LAW.**

### Insurance Ombudsman

In case you are dissatisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman located nearest to you (please refer to Appendix I or visit our website [www.insurance.birlasunlife.com](http://www.insurance.birlasunlife.com)) if your grievance pertains to:

- insurance claim that has been rejected or dispute of a claim on legal construction of the policy;
- delay in claim settlement;
- dispute with regard to premium; or
- non-receipt of your policy document.

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

**List of Ombudsman**

| Office of the Ombudsman | Contact Details   | Areas of Jurisdiction  |
|-------------------------|---|--|
| <b>AHMEDABAD</b>        | Office of the Insurance Ombudsman,<br>2nd floor, Ambica House,<br>Near C.U. Shah College,<br>5, Navyug Colony, Ashram Road,<br>Ahmedabad – 380 014.<br>Tel. : 079 - 27546150 / 27546139<br>Fax : 079 - 27546142<br>Email : <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>                 | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu   |
| <b>BENGALURU</b>        | Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase,<br>Bengaluru – 560 078.<br>Tel. : 080 - 26652048 / 26652049<br>Email : <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>                    | Karnataka  |
| <b>BHOPAL</b>           | Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market,<br>Bhopal – 462 003.<br>Tel. : 0755 - 2769201 / 2769202<br>Fax : 0755 - 2769203<br>Email : <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>                    | Madhya Pradesh<br>Chattisgarh  |
| <b>BHUBANESHWAR</b>     | Office of the Insurance Ombudsman,<br>62, Forest park,<br>Bhubneshwar – 751 009.<br>Tel. : 0674 - 2596461 / 2596455<br>Fax : 0674 - 2596429<br>Email : <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>   | Orissa   |
| <b>CHANDIGARH</b>       | Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 – D,<br>Chandigarh – 160 017<br>Tel. : 0172 - 2706196 / 2706468<br>Fax : 0172 - 2708274<br>Email : <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>                              | Punjab,<br>Haryana,<br>Himachal Pradesh,<br>Jammu & Kashmir,<br>Chandigarh                 |
| <b>CHENNAI</b>          | Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018<br>Tel. : 044 - 24333668 / 24335284<br>Fax : 044 - 24333664<br>Email : <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>   | Tamil Nadu,<br>Pondicherry Town and<br>Karaikal (which are part of Pondicherry)            |
| <b>DELHI</b>            | Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel. : 011 - 23239633 / 23237539<br>Fax : 011 - 23230858<br>Email : <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>  | Delhi  |
| <b>GUWAHATI</b>         | Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001(ASSAM).<br>Tel. : 0361 - 2132204 / 2132205<br>Fax : 0361 - 2732937<br>Email : <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>                                   | Assam,<br>Meghalaya,<br>Manipur,<br>Mizoram,<br>Arunachal Pradesh,<br>Nagaland and Tripura |
| <b>HYDERABAD</b>        | Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel. : 040 - 65504123 / 23312122<br>Fax : 040 - 23376599<br>Email : <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a> | Andhra Pradesh,<br>Telangana,<br>Yanam and<br>part of Territory of Pondicherry             |

|                  |   |  |
|------------------|---|--|
| <b>JAIPUR</b>    | Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel. : 0141 - 2740363<br>Email : <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a>  | Rajasthan  |
| <b>ERNAKULAM</b> | Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel. : 0484 - 2358759 / 2359338<br>Fax : 0484 - 2359336<br>Email : <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>   | Kerala,<br>Lakshadweep,<br>Mahe-a part of Pondicherry  |
| <b>KOLKATA</b>   | Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel. : 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email : <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>                 | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands   |
| <b>LUCKNOW</b>   | Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel. : 0522 - 2231330 / 2231331<br>Fax : 0522 - 2231310<br>Email : <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a> | Districts of Uttar Pradesh :<br>Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot,<br>Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,<br>Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,<br>Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli,<br>Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur,<br>Basti, Ambedkarnagar, Sultanpur, Maharajgang,<br>Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur,<br>Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar |
| <b>MUMBAI</b>    | Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel. : 022 - 26106552 / 26106960<br>Fax : 022 - 26106052<br>Email : <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>             | Goa,<br>Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane  |
| <b>NOIDA</b>     | Office of the Insurance Ombudsman,<br>Email : <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>  | State of Uttaranchal and the following Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Etah,<br>Bulandshihar, Kanooj, Mainpuri, Mathura, Meerut,<br>Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah,<br>Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad,<br>Hardoi, Shahjahanpur, Hapur, Shamli, Rampur,<br>Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar,<br>Saharanpur   |
| <b>PATNA</b>     | Office of the Insurance Ombudsman,<br>1st Floor, Kalpana Arcade Building,<br>Bazar Samiti Road,<br>Bahadurpur,<br>Patna - 800 006.<br>Email:- <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>  | States of Bihar & Jharkhand  |
| <b>PUNE</b>      | Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 2nd Floor,<br>C.T.S. No.s. 195 to 198,<br>N.C. Kelkar Road, Narayan Peth,<br>Pune – 411 030<br>Tel. : 020 - 32341320<br>Email : <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>                    | Maharashtra,<br>Area of Navi Mumbai and Thane<br>excluding Mumbai Metropolitan Region  |

**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
  - 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.
- 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
  - 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
- 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 policy  
whichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy  
whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that

the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of Life Insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

***[Disclaimer: This is not a comprehensive list 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. ]***