

**PART B – DEFINITIONS****GENERAL**

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

In this contract, the words or terms below that appear in initial capitals will have the specific meaning assigned to them below. These defined words or terms will, where appropriate to the context, be read so that the singular includes the plural, and the masculine includes the feminine.

Please read this Policy Document carefully.

**DEFINITIONS**

**“Accident”** means a sudden, unforeseen and involuntary event caused by external visible and violent means.

**“Age”** is the Age of the Life Insured on the last birthday at the time of commencement of the Policy.

**“Annualized Premium”** means the total amount of premium payable in a Policy Year excluding taxes, Rider Premiums, Underwriting extra premiums and loadings for modal premiums, if any.

**“Appointee”** means the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the Nominee and Nominee is minor as on the date of claim payment.

**“Assignee”** means the person to whom the rights and benefits are transferred by virtue of an Assignment.

**“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.

**“Assignor”** means the person who transfers the rights of the life insurance Policy to the Assignee.

**“Base Policy”** means that part of the Policy referring to basic benefit (benefits referred to in this Policy Document excluding benefits covered under Rider(s), if opted for).

**“Beneficiary/Claimant”** means the person who is entitled to receive benefits under this Policy. The Beneficiary may be Life Insured or Policyholder or his Assignee or Nominees or proved Executors or Administrators or other Legal Representatives as the case may be.

**“Date of Commencement of Risk”** means is the date on which the Company accepts the risk for insurance (cover) as evidenced in the Policy Schedule of the Policy.

**“Date of Issuance of Policy”** means the date as specified in the Policy Schedule.

**“Date of Maturity”** means the date specified in the Policy Schedule on which the Policy Term is completed.

**“Death Benefit”** means the benefit, agreed at the commencement of the contract, and means the amount as specified in the Policy Document and is payable on death of Life Insured as per the terms and conditions of the Policy.

**“Discharge Form”** is the form to be filled by Policyholder/Claimant to claim the Death Benefit/refund under the Policy.

**“Due Date (applicable in case of Regular Pay / Limited Pay)”** means a fixed date on which the Policy premium is due and payable by the Policyholder.

**“Endorsement”** means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.

**“Free Look Period”** is the period of 15 days (30 days if the Policy is an electronic Policy or is purchased through Distance Marketing where distance marketing means through any means of communication other than in person) from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this Policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this Policy as detailed in Part D of this Policy Document.

**“Grace Period”** means the time granted by Us from the Due date of first unpaid premium without any penalty or late fee, during which time the Policy is considered to be in-force with the full insurance cover as per the terms and conditions of the Policy without any interruption. The Grace Period is 15 (Fifteen) days for monthly premium payment mode and 30 (Thirty) days for annually, semi-annually or quarterly premium payment modes.

**“Inforce Policy”** means a Policy in which all the due premiums have been paid and the premiums are not outstanding.

**“Instalment Premium”** means premium payable by You as per the Policy Schedule to effect and continue this Policy.

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

**“Lapse”** means the status of the Policy when due premium is not paid within the Grace Period and the benefits under the Policy ceases from the date of such unpaid premium.

**“Life Insured”** means the person on whose life the insurance cover has been accepted.

**“Limited Pay”** is where the Premium Payment Term is limited as compared to the Policy Term.

**“Material fact or information”** is the information already known to the Life Insured at the time of proposing for the insurance cover under this Policy or on Revival of the lapsed Policy which has a bearing on Underwriting and acceptance of the risk under this Policy.

**“Maturity Benefit”** means the benefit, which is payable on maturity as stated in the Policy Document.

**“Nomination”** is the process of nominating a person who is named as “Nominee” in the proposal/application form or subsequently included/changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

**“Nominee”** is the person who is nominated by Policyholder and as named in the Policy Schedule, to receive the Death Benefit as specified in the Policy.

**“Non-Participating”** means the Policy is not eligible for share in profit of the Company.

**“Policy Anniversary”** means one year from the Date of Issuance of Policy and the same date falling each year thereafter, till the Date of Maturity.

**“Policy Cancellation”** means complete withdrawal or termination of the entire Policy before the stipulated Date of Maturity.

**“Policy Cancellation Value”** means an amount, if any, that becomes payable in case of cancellation in accordance with the terms and conditions of this Policy.

**“Policy/ Policy Document”** means this document along with Endorsements, if any, issued by the Company which evidences the contract of Insurance between the Policyholder and the Company.

**“Policyholder or You or Your”** means the legal owner of this Policy and as named in the Policy Schedule.

**“Policy Schedule”** means the part of Policy Document that gives the specific details of Your Policy.

**“Policy Term”** is the period, in years, as chosen by the Policyholder and mentioned in the Policy Schedule, commencing from the Date of Issuance of Policy to the Date of Maturity.

**“Policy Year”** is the period between two consecutive Policy anniversaries. This period includes the first day and excludes the next Policy Anniversary day.

**“Premium Payment Term”** means the period, in years, during which Instalment Premium is payable.

**“Proof of Continued Insurability”** is the information that may be sought from the Policyholder to decide Revival of a Policy. This includes Form of declaration of Good Health, Medical Reports, Special Reports and any such document as may be called for by the Company.

**“Regular Pay”** is where the Premium Payment Term is same as compared to the Policy Term.

**“Revival”** means restoration of a lapsed 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/late fee, if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured/ Policyholder on the basis of the information, documents and reports furnished by the Policyholder, as required by the Company.

**“Revival Period”** means the period of five consecutive years from the Due Date of first unpaid premium or as is allowed under applicable Product Regulations, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of premium.

**“Rider”** means an add-on benefit which the Policyholder has purchased separately in addition to basic benefits as specified under this Policy Document.

**“Rider Premium”** means the premium payable by the Policyholder which is in addition to the premium paid under Base Policy towards the additional cover/benefit opted under the Rider, if opted.

**“Rider Sum Assured”** means the assured amount payable on happening of a specified event covered under the Rider, if opted.

**“Sum Assured”** means the amount specified in the Policy Schedule as opted by the Policyholder.

**“Sum Assured on Death”** means the life insurance cover opted by the Policyholder and is the absolute amount of benefit which is guaranteed to become payable on death of the Life Insured in accordance with the terms and conditions of the Policy, as mentioned in Death Benefit under Part C of this Policy Document.

**“Surrender”** means complete withdrawal / termination of the entire Policy before maturity.

**“Surrender Value”** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy.

**“Survival Benefit”** refers to an amount, payable on survival of Life Insured till the end of the Policy Term.

**“Underwriting”** means the term used to describe the process of assessing risk and ensuring that the cost of the insurance is proportionate to the risks faced by the individual concerned. Based on Underwriting, a decision on acceptance or rejection of cover as well as applicability of suitable premium or modified terms, if any, is taken.

**“UIN”** means the Unique Identification Number allotted to this plan by the IRDAI.

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**“Waiting Period”** means a period of 45 (forty- five) days from the Date of Commencement of Risk. In case of Revival of Policy, the Waiting Period shall not be applicable.

**“We/Our/the Company”** means Aditya Birla Sun Life Insurance Company Limited.

ABSLI SJB

Ver 1/Mar/2021

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SAMPLE

**PART C – POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT****POLICY BENEFIT PROVISIONS**

The below mentioned benefits are payable if Your Policy is still in effect at the time the benefit is payable and for its full value (not paid-up). The benefits in this section will be altered if and when Your Policy is made paid-up as per the Policy Paid-Up provision.

**Death Benefit**

In case of unfortunate death of the Life Insured **during the Waiting Period** under an Inforce Policy, We will pay the Death Benefit to the Nominee(s)/legal heir(s)/Assignee as below:-

- In case of Accidental Death, Death Benefit will be equal to Sum Assured on Death
- In case of death due to other than Accident, Death Benefit will be equal to 100% of all Premiums paid excluding taxes, if any.

In case of unfortunate death of the Life Insured **after the expiry of Waiting Period** and during the Policy Term, under an Inforce Policy, We will pay the Death Benefit to the Nominee(s)/legal heir(s)/Assignee as Sum Assured on Death.

**Sum Assured on Death**

For Limited Pay and Regular Pay Policy, highest of:

- 10 times of Annualized Premium
- 105% of all the premiums paid as on the date of death
- Absolute amount assured to be paid on death

For Single Pay Policy, higher of:

- 125% of single premium
- Absolute amount assured to be paid on death

Premiums referred above shall be excluding Underwriting extra premiums, Rider Premiums and taxes, if any.

Where,

- a) Annualized Premium is the total amount of premium payable in a Policy Year, excluding taxes, Rider Premiums, Underwriting extra premiums and loadings for modal premiums, if any.
- b) Single premium is the single premium payable by the Policyholder, excluding the Underwriting extra premiums, if any. Applicable taxes and any applicable Rider Premiums will be collected additionally.
- c) Absolute amount assured to be paid on death shall be an amount equal to Sum Assured.

In case of Semi Annual & Monthly Mode, the outstanding Instalment Premiums from the date of death and till the next Policy Anniversary shall be deducted from the Death Benefit payable.

**Accidental Death Benefit Rider Plus (optional)**

This Rider benefit is payable provided the Policyholder has chosen Rider option at the Policy inception and payment of benefit amount is subject to the terms and conditions as specified in the Rider contract.

**Survival Benefit**

This Policy does not provide any Survival Benefit.

**Maturity Benefit**

This Policy does not provide any Maturity Benefit.

**Grace Period**

The Instalment Premium is due and payable by the Due Date specified in the Policy Schedule. If the Instalment Premium is not paid by the Due Date, You may pay the same during the Grace Period without any penalty or late fee.

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The insurance coverage continues during the Grace Period of 30 days (15 days in case of monthly mode). However, if the overdue Instalment Premium is not paid and the Life Insured dies during the Grace Period, then, We will pay the Death Benefit after deducting the due Instalment Premium as well as the balance premium(s), if any, falling due from the date of death and before the next policy anniversary.

The above Grace Period will also apply to the Rider Premiums which are payable along with the Instalment Premium of Base Policy.

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### POLICY VALUE PROVISIONS

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#### **Policy Premium**

The Policyholder shall ensure that all due Premiums as calculated by the Company are paid in full on each Premium Due Date as specified in the Policy Schedule. The Company will not accept part/short premium on any occasion or for any reason.

Subject to Lapse and Revival provision, We must receive Policy premiums when due in order for this contract to be valid and remain in effect.

SAMPLE

**PART D – POLICY TERMS AND CONDITIONS****Proof of Age**

The premiums under the Policy are calculated based on the Age of the Life Insured as declared in the Proposal form. If the Age of the Life Insured has been misstated and if the correct Age of the Life Insured makes the Life Insured ineligible for this Policy, the Company may offer a suitable plan as per the then existing Underwriting norms. If the Life Insured does not wish to opt for the alternative plan or if it is not possible for the Company to grant any other plan, then the Policy shall be cancelled and the premiums paid shall be refunded without interest, subject to deduction of stamp duty paid and the cost of medicals, if any. The Policy will terminate on the said payment. If the correct Age of the Life Insured makes the Life Insured eligible for this Policy, revised Premium depending upon the Correct Age will be payable. Difference of premium from inception will be collected with interest, if Age declared is higher and excess premium collected will be refunded without interest, if Age is found to be lower. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.

**Free-look Period**

This is an option to review the Policy following receipt of Policy Document.

- d) The Policyholder has a free look period of 15 days (30 days in case of electronic policies and policies obtained through distance mode) from the date of receipt of the policy document, to review the terms and conditions of the policy and where the Policyholder disagrees to any of those terms and conditions, the Policyholder has the option to return the policy to Us for cancellation, stating the reasons for his objection, then the Policyholder shall be entitled to a refund of the premium paid subject only to the deduction of a proportionate risk premium for the period of cover and expenses incurred by the Company on medical examination of the proposer and stamp duty charges.
- e) A request received by the Company for free look cancellation of the policy shall be processed and premium refunded within 15 days of receipt of the request, as stated vide (a) above.
- f) The Policy shall terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

**Forfeiture**

- a) In case of Regular Pay policies, If We do not receive the due Instalment Premium by the end of the Grace Period, this Policy shall become lapsed Policy from the Due Date of first unpaid Instalment Premium and no benefits will be payable thereafter under the Policy.
- b) In case of Limited Pay policies,
  - o If We do not receive the due Instalment Premium during first two Policy Years, by the end of the Grace Period, this Policy shall become lapsed Policy from the Due Date of first unpaid Instalment Premium and no benefits will be payable thereafter under the Policy.
  - o If We do not receive the due Instalment Premium after first two Policy Years, by the end of the Grace Period, risk coverage under this Policy shall Lapse and Policy Cancellation Value, if any will be payable if the Policy is not revived at the end of Revival Period.
- c) Forfeiture in Certain Other Events: In case any condition herein contained or endorsed hereon be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal, personal statement, declaration and connected documents or any material information is withheld, then and in every such case this Policy shall be void and all claims to any benefit by virtue hereof shall be subject to the provisions of Section 45 of the Insurance Act , 1938, as amended from time to time.

**Revival**

The Company shall consider request from the Policyholder to revive lapsed Policy, provided such request is received in writing and within the Revival Period, subject to the Company's Board approved Underwriting Policy.

You will be given a period of five years from the Due Date of the first unpaid premium to revive the Policy for its full benefits. To revive the Policy, You must pay all due Premiums till the date of Revival along with interest at prevailing rate of interest, if any along with applicable taxes. The Company may change this interest rate from time to time. Any change in basis of determination of interest rate for Revival can be done only after prior approval of the Authority. Currently, the Company is charging an interest of 1% per month compounded annually. The monthly interest rate charged on unpaid premiums will be declared by ABSLI on June 1st of each calendar year and is determined as  $(x+1\%)/12$  rounded to the next 0.1%, where x is the base rate of the State Bank of India. The Policyholder is required to furnish, at his / her own expense, satisfactory evidence of

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health and Proof of Continued Insurability. The Company may call for additional information /documents to process the Revival request. The Company may revive or refuse to revive the Policy, based on the prevailing Board approved Underwriting guidelines. The Revival will take effect only on it being specifically communicated by the Company to the Policyholder. The provisions of Section 45 of the Insurance Laws (Amendment) Act, 2015 will also be applicable in case of Revival of the Policy. Refer Annexure C.

On Revival of Policy, Waiting Period shall not be applicable and all the benefits under the Policy, which prevailed before the date of latest Lapse will be automatically reinstated.

In case of Regular Pay policies, failure to revive the Policy within the Revival Period shall lead to termination of the Policy with no benefits payable thereafter.

In case of Limited Pay policies, failure to revive the Policy within the Revival Period shall lead to termination of the Policy and We shall pay the Policy Cancellation Value, if any.

### **Surrender**

Surrender Value is not applicable under this Policy.

### **Policy Cancellation:**

On acquiring Policy Cancellation Value, Policyholder can choose to cancel the Policy before the stipulated Date of Maturity.

The Policyholder may be entitled to the Policy Cancellation Value as follows:

#### **For Single Pay policies:**

The Policy Cancellation Value acquires immediately after payment of Single Premium and is calculated as follows  
 $= 70\% \times \text{Single Premium paid} \times \text{Unexpired Policy Term (in months)} / \text{Original Policy Term (in months)}$

Where,

Single Premium shall be inclusive of Underwriting extra premium, if any and excluding Rider Premiums and taxes, if any

#### **For Limited Pay policies:**

The Policy Cancellation Value acquires if at least two consecutive full years premiums are paid and is calculated as follows  
 $= 70\% \times \text{Total Premium paid} \times \text{Unexpired Policy Term (in months)} / \text{Original Policy Term (in months)}$

Where,

Total Premium paid shall be inclusive of modal loading, if any, Underwriting extra premium, if any and excluding Rider Premiums and taxes, if any

#### **For Regular Pay policies:**

No Policy Cancellation Value shall be payable in respect of Regular Pay policies.

### **Termination of Policy**

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

- a) The date on which Death Benefit becomes payable; or
- b) The date on which refund, if applicable, is settled, in case of cancellation of Policy; or
- c) The Date of Maturity of the Policy; or
- d) On expiry of Revival Period, if the Policy has not been revived; or
- e) On payment of free look cancellation amount.

### **Policy Loan**

This Policy does not offer Policy Loan facility.



**PART E – POLICY CHARGES**

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

SAMPLE

**PART F – GENERAL TERMS AND CONDITIONS****GENERAL PROVISIONS****Contract**

Your Contract includes this Policy Document, the proposal for the Policy and any amendments agreed upon in writing after the Policy is issued. The contract also includes declarations given by the Policyholder and written statements and answers furnished as Proof of Continued 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 only in writing.

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

All the communication/ documents including the Policy Document will be sent to Your registered address. It shall be Your responsibility to confirm Your address, email ID, mobile no, bank account details (contact information) or update any change in such contact information. In the event of non- receipt of the Policy, You should contact Our Customer Care Unit before expiry of the Free-Look Period.

We encourage You to open E- Insurance Account. For more details on E-Insurance Policy, please visit Our website or contact Our Relationship Manager.

In case of purchase of Policy by electronic mode through online or E-app, the Application form and Sales Illustration shall be validated through One-time password (OTP) sent on Your mobile number/e-mail ID and undertaking obtained in the Client Declaration form if any or through any other means as may be notified by the Company from time to time.

**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.

**Governing Laws**

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

**Legislative Changes**

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

**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 on death or refund on Policy Cancellation under this Policy the following documents are required:

**Death Claim:**

- Original Policy Document
- Claimant's statement/Discharge Form/Claim form in prescribed format
- Copy of the Death Certificate (only in the case of the death of the Life Insured) issued by Municipal Authority/ Gram Panchyat
- Medical Attendant's Certificate, if any
- Employer's Certificate, if applicable
- Documentary Evidence Establishing Beneficiary's Relationship with Life Insured & Beneficiary Identity Proof
- Copy of pre -printed bank passbook/pre -printed cancelled cheque / Account statement

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- Copies of Medical Reports of last and previous hospitalizations, if any

In case of unnatural death or death on account of or arising from an Accident, the Company may call for the copies of First Information Report (FIR), Panchnama, Post Mortem report, Police Inquest Report and News Paper Cutting, if any. The Company may also call for additional documents as may be required by them

Within 90 days from the date of death, intimation of death along with death certificate must be notified in writing to the office of the Company where the Policy is serviced. However, delay in intimation of the genuine claim by the Claimant, may be condoned by the Company, on merit, and where delay is proved to be for the reasons beyond his/her control.

The Company may request additional information or requirement to support a proof of claim along with proof of death. If the information or requirements are not provided, benefits under the Policy will not be payable till such information or requirements are received. However, the Company may waive any requirement in its sole discretion on such terms and conditions, as it deems appropriate.

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 discretion conduct an investigation and subsequently settle the claim.

### Policy Cancellation:

In case of cancellation of the Policy, the Policyholder shall submit the Discharge Form along with the original Policy Document, NEFT mandate from the Claimant for direct credit of the claim amount to the bank account.

### Suicide

In case of death due to suicide within 12 months from the Date of Commencement of Risk or date of Revival of Policy, the Policy shall immediately terminate and We shall pay the premiums paid since Date of Issuance of Policy till the date of death to the Nominee(s)/legal heir(s)/Assignee, under an Inforce Policy.

Premiums referred above shall be excluding Underwriting extra premiums, Rider Premiums and taxes, if any.

### Issuance of duplicate Policy

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

### Taxation

Tax benefits may be available as per prevailing 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 Goods and Service Tax (GST) from You or adjust the same from the amounts paid by You or accrued or payable to You under the Policy.

### Fraud and Misstatement

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

**PART G – GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS****Grievance or Complaint**

You may register Your grievance or complaint 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 and . You may also lodge Your grievance or complaint with any of Our nearest branches or also call Our toll free no. 1-800-270-7000 or on Whatsapp no. 8828800040 or email: [care.lifeinsurance@adityabirlacapital.com](mailto:care.lifeinsurance@adityabirlacapital.com)

In case You are dissatisfied with the decision of the above officer 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. 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 call Our toll free no. 1-800-270-7000 or on Whatsapp no. 8828800040 or email: [grievance.lifeinsurance@adityabirlacapital.com](mailto:grievance.lifeinsurance@adityabirlacapital.com)

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

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

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

You can also register Your complaint online at

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

Address for communication for complaints by fax/paper:

By Phone : 155255 or 1800 4254 732

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

**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).

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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 individual pure risk premium life insurance plan. All terms & conditions are fully guaranteed throughout the Policy Term. ABSLI reserves the right to recover levies such as GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from You. Tax benefits are subject to changes in the tax laws.

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

SAMPLE

<b>PART G – LIST OF OMBUDSMAN</b>		
<b>Office Details</b>	<b>Jurisdiction of Office Union Territory, District)</b>	<b>Date of Taking Charge</b>
<p><b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>	<p>03/10/2019</p>
<p><b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></p>	<p>Karnataka.</p>	<p>23/04/2018</p>
<p><b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></p>	<p>Madhya Pradesh Chhattisgarh.</p>	<p>24/05/2018</p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a></p>	<p>Orissa.</p>	<p>11/09/2019</p>
<p><b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</p>	<p>16/04/2018</p>
<p><b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>	<p>03/05/2018</p>
<p><b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building,</p>	<p>Delhi.</p>	<p>12/09/2019</p>

Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>		
<b>GUWAHATI - Shri Kiriti .B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	02/05/2018
<b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	11/06/2018
<b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan.	13/04/2018
<b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	07/11/2018
<b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.	30/09/2019
<b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti,	11/09/2019

	Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	
<b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	04/05/2018
<b>NOIDA - Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	17/09/2019
<b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand.	09/10/2019
<b>PUNE - Shri Vinay Sah</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	03/12/2019



**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
  - i. not bonafide or
  - ii. not in the interest of the Policyholder or
  - iii. not in public interest or
  - iv. is for the purpose of trading of the insurance Policy.
- j. Before refusing to act upon Endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or Assignment.
- k. In case of refusal to act upon the Endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- l. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of Assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or Assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- m. Every Assignment or transfer shall be deemed to be absolute Assignment or transfer and the Assignee or transferee shall be deemed to be absolute Assignee or transferee, except
  1. where Assignment or transfer is subject to terms and conditions of transfer or Assignment OR
  2. where the transfer or Assignment is made upon condition that
    - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of Assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the Policy. Such conditional Assignee will not be entitled to obtain a loan on Policy or Surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- n. In other cases, the insurer shall, subject to terms and conditions of Assignment, recognize the transferee or Assignee named in the notice as the absolute transferee or Assignee and such person
  - i. shall be subject to all liabilities and equities to which the transferor or Assignor was subject to at the date of transfer or Assignment and
  - ii. may institute any proceedings in relation to the Policy
  - iii. obtain loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or Assignor or making him a party to the proceedings
- o. Any rights and remedies of an Assignee or transferee of a life insurance Policy under an Assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

**[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholders 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 them
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 years from
  - b. the Date of Issuance of Policy or
  - c. the Date of Commencement of Risk or
  - d. the date of Revival of Policy or
  - e. 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 Life 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 Life 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.]***