

**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 Birla Sun Life Insurance Company Limited, or any of its successors.

**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 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 (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.

Please read this policy document carefully.

**DEFINITIONS**

“*policy issue date*” is the date this policy is issued and your rights, benefits and risk cover begin, as shown in Your Policy Details.

“*policy year*” and “*policy month*” are measured from the policy issue date and are periods of twelve calendar months and one calendar month, respectively.

“*IRDA*” – means the Insurance Regulatory and Development Authority.

Additional definitions are given in this policy document.

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## PREMIUM PROVISIONS

### Policy Premium

Your Policy Details 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.

### Premium Discontinuance

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

(a) Until 2 full years premium for premium paying term of 5/ 7 years and 3 full years premiums for premium paying term of 10 years 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 reinstate your policy.

(b) Once 2 full years premium for premium paying term of 5/ 7 years and 3 full years premiums for premium paying term of 10 years 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 reinstate the policy for its full benefits.

To reinstate the policy, you must pay all unpaid installment premiums due till date plus interest thereon. We will charge the interest for policy reinstatement at a rate declared by us determined as  $(x+2\%)/12$  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 reinstatement is when these requirements are met and approved by us, at our sole discretion.

## 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.

### Assured Income Benefit

Your Policy Details shows the Assured Income applicable to your policy. The Assured Income is 8% of the Sum Assured per annum payable monthly in arrears starting from end of the premium paying term till the end of the policy maturity date.

You may opt to accrue the Assured Income to receive it as a lump sum on death of the life insured or on policy maturity date instead of monthly benefit. In case you opt to accrue the Assured Income, we will increase the accrued Assured Income by 137.5% (for the policy term of 15, 17 and 20 years ) or 175% (for the policy term of 22 and 25 years) when it is payable on death or maturity.

### Guaranteed Additions

Guaranteed Additions will accrue to your policy at the beginning of each quarter after the completion of premium payment term, until policy maturity date and will be paid at maturity. Guaranteed

Additions per annum as a percentage of Sum Assured and for various premium paying terms are as mentioned below:

Premium Paying Term	Guaranteed Additions
5	7%
7	8.5%
10	10 %

### Death Benefit

Your Policy Details shows the Sum Assured applicable to your policy.

In the unfortunate event of death of the life insured during the policy term, the death benefit payable to the nominee shall be

- Sum Assured on death plus
- Guaranteed Additions accrued to date of death
- Accrued Assured Income till date, if opted so, increased by 137.5% (for the policy term of 15, 17 and 20 years) and by 175% (for the policy term of 22 and 25 years).

Sum Assured on Death is maximum of Sum Assured or 10 times the annual premium payable throughout the premium paying term or 105% of total premiums paid to date excluding Tax & Cess, any applicable rider premiums and underwriting extras, if any.

### Maturity Benefit

On the policy maturity date we shall pay you

- Sum Assured; plus
- Guaranteed Additions accrued to date
- Accrued Assured Income till date, if opted so, increased by 137.5% (for the policy term of 15, 17 and 20 years) and by 175% (for the policy term of 22 and 25 years).

### Surrender Benefit

At any time while your policy is in effect and after all due installment premiums for at least two policy years (for premium paying term of 5/7 years) and three policy years (for premium paying term of 10 years) have been paid you can request to surrender this policy for its Surrender Benefit.

The Guaranteed Surrender Value is the sum of the percentage of premiums paid and the surrender value of accrued guaranteed additions less Assured Income benefits paid to date.

If you opt to accrue the Assured Income then the Guaranteed Surrender Value is the sum of the percentage of premiums paid and the surrender value of accrued guaranteed additions.

The Guaranteed Surrender Value as shown under Schedule A will vary based on the year you surrender the policy.

Your policy also acquires a Special Surrender Value. The Special Surrender Value will include any Accrued Assured Income till date of surrender, increased by 137.5% (for the policy term of 15, 17 and 20 years) and by 175% (for the policy term of 22 and 25 years). To know the Special Surrender Value for your policy you can get in touch with your advisor, or the nearest Branch Office or our Customer Service Team.

Your surrender benefit is the higher of:

- Guaranteed Surrender Value, or
- Special Surrender Value.

## POLICY PROVISIONS

### Policy Paid-Up

Your policy will automatically be deemed paid-up if we do not receive your installment premium within the grace period after 2

full years premium for premium paying term of 5/7 years and 3 full years premiums for premium paying term of 10 years have been paid. Under the paid-up status, your policy will continue with the following modifications:

- The Sum Assured as shown in Your Policy Details and Sum Assured on Death will be reduced in proportion to the installment premiums actually paid to the total installment premiums payable during policy term.
- Guaranteed Additions, as shown in Your Policy Details shall be equal to the rate of Guaranteed Additions multiplied by Reduced Sum Assured.
- Assured Income shown in Your Policy Details shall be reduced to 8.0% per annum of the Reduced Sum Assured. If the Assured Income payable is less than Rs 500 per month, you will receive the Assured Income on annual basis. In case you opt to accrue the Assured Income, we will increase the accrued Assured Income under the reduced paid-up policy, by 137.5% (for the policy term of 15, 17 and 20 years) or 175% (for the policy term of 22 and 25 years) when it is payable on death or maturity. In such case only the monthly instalments will accrue at 7.25% p.a. to be paid at the end of the policy year

#### Policy Loan

You are eligible to take a loan against your policy at any time after your policy acquires a surrender value. The minimum policy loan is Rs. 5,000 and the maximum is 85% of the then Surrender Benefit less any outstanding policy loan balance as of date.

Your outstanding policy loan balance on any date shall equal all policy loans made to date, including accrued and unpaid interest thereon, less any policy loan repayments you have made to date.

We will charge the interest on the outstanding policy loan balance at a rate declared by us on June 1<sup>st</sup> of each calendar year determined as  $(x+2\%)$ , where  $x$  is the base rate of the State Bank of India. The interest charged by us on any outstanding policy loan balance accrues on a daily basis. We shall be issuing the loan re-payment schedule at the time you opt for the loan against your policy. You are free to repay all or part of your outstanding policy loan balance at any time, subject to our then current administration guidelines.

If your policy is in reduced paid up status and your outstanding policy loan balance equals or exceeds the Surrender Benefit then on that date, all benefits under your policy will cease immediately and policy will terminate.

Assured Income payable will be reduced by the outstanding policy loan instalments, if any. Any benefit payable under this policy will first be reduced by any outstanding policy loan balance at that time and only the residual value will be paid to you or your nominee as the case may be.

#### Termination of Policy

Your policy will terminate at the earliest of:

- the date of settlement of the death benefit; or
- the date of payment of the surrender value, if any; or
- the policy maturity date; or
- the date on which the reinstatement period ends after your policy has lapsed as per Premium Discontinuance provision (a); or
- the date when outstanding loan value exceeds the surrender benefit for reduced paid up policy.

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## GENERAL PROVISIONS

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#### 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 (Rs.) is the currency of this policy. We will make or accept payments relating to this policy at any of our offices in India or such other locations as determined by us from time to time.

#### Assignment

You (assignor) may assign this policy to any party (assignee) by filing a written notice along with the original policy contract, in the presence of a witness, at any of our servicing offices. The assignment would either be endorsed on the original policy contract or documented by a separate instrument and in either case signed by the assignor, stating specifically the fact of assignment. We will not express any opinion on the validity or legality of the assignment. Only the entire policy can be assigned. Any assignment shall automatically cancel a nomination except an assignment in our favor.

Assignment made under this provision is as per Section 38 of the Insurance Act, 1938.

#### Nomination

Where the policyholder is also the life insured, you may at any time before the policy matures for payment, nominate a person or persons to receive the benefit payable under the Death Benefit provision. You may also appoint any person, who is a major to receive the death proceeds on behalf of the nominee during the nominee's minority. We will not recognize a nomination or change in nomination until we receive your notice in writing in the prescribed format at our Servicing Office. We will not express any opinion on the validity or legality of the nomination.

If there is no nominee or nominee is not alive at the time of death of the life insured then the legal heir/s of the deceased member as per the court directions shall be the beneficiaries

Nomination made under this provision is as per Section 39 of the Insurance Act, 1938.

#### Claim Procedures

This policy document is required to settle a claim under the Death Benefit, Surrender Benefit and Maturity Benefit provisions. In case of a claim under the Death Benefit provision, the Death Certificate of the life insured and the nominee's statement are also necessary. If the life insured and the policyholder are different, the benefit shall be paid to the policyholder or else it shall be payable to the nominee/legal heir.

In case of any fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender value, if any, in accordance with Section 45 of the Insurance Act, 1938.

You shall also provide us with any other information/ document as may be required by us and within the time specified by us.

#### 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 service tax 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, any amount payable shall be increased or decreased to the amount that would have been provided, as determined by us, given the correct age.

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 surrender value 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 policy issue date or reinstatement date, we shall pay to the nominee the premiums paid to date or surrender value if higher.

**Validity and Non-Disclosure**

This policy is issued in utmost good faith based on the declarations and statements made by you and we cannot be held responsible in any manner for any action taken by us based on these declarations and statements. You and the life insured under this policy have an obligation to disclose every fact material to our assessment of the risk of issuing this policy. In case of any fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender

**Grievance or Complaint**

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit / 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: [customerservice@birlasunlife.com](mailto:customerservice@birlasunlife.com).

In case you are dissatisfied with the decision of the above office or have not received any response within 10 days, you may contact **Head Service Assurance** at Customer Care Unit / 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: [grievances@birlasunlife.com](mailto:grievances@birlasunlife.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.

**Risk Factors / Disclaimers**

This policy is underwritten by Birla Sun Life Insurance Company Limited (BSLI) and is a traditional non participating savings plan. All terms & conditions are guaranteed throughout the policy term. BSLI reserves the right to recover levies such as the Service Tax levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you. Insurance is the subject matter of the solicitation.

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

value, if any, in accordance with Section 45 of the Insurance Act, 1938.

**Section 45 of the Insurance Act, 1938**

As per Section 45, no policy of life insurance effected after the coming into force of this act shall, after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that statement made in the proposal or in any report of a medical officer, or referee, or friend of the life insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if s/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 that the age of the life insured was incorrectly stated in the application.

**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.birlasunlife.com](http://www.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 13(3) of the Redressal of Public Grievances Rules 1998, 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.

**Schedule A - The percentages as applicable to the premiums paid and to the accrued Guaranteed Additions for the calculation of Guaranteed Surrender Value is as given below –**

Year of Surrender↓ Policy Term→	% of Premiums Paid					% of Guaranteed Additions				
	15	17	22	20	25	15	17	22	20	25
PPT→	5	7	7	10	10	5	7	7	10	10
1	-	-	-	-	-	-	-	-	-	-
2	30%	30%	30%	-	-	-	-	-	-	-
3	30%	30%	30%	30%	30%	-	-	-	-	-
4	50%	50%	50%	50%	50%	-	-	-	-	-
5	50%	50%	50%	50%	50%	-	-	-	-	-
6	50%	50%	50%	50%	50%	35%	-	-	-	-
7	50%	50%	50%	50%	50%	39%	-	-	-	-
8	55%	54%	53%	53%	52%	43%	40%	35%	-	-
9	60%	58%	55%	56%	54%	47%	43%	38%	-	-
10	65%	62%	58%	59%	57%	51%	47%	40%	-	-
11	70%	66%	61%	62%	59%	55%	50%	43%	44%	38%
12	75%	70%	63%	65%	61%	58%	53%	45%	46%	40%
13	80%	74%	66%	68%	63%	62%	57%	48%	49%	43%
14	85%	78%	69%	72%	66%	66%	60%	50%	52%	45%
15	90%	82%	71%	75%	68%	70%	63%	53%	55%	47%
16	-	86%	74%	78%	70%	-	67%	55%	58%	50%
17	-	90%	77%	81%	72%	-	70%	58%	61%	52%
18	-	-	79%	84%	74%	-	-	60%	64%	54%
19	-	-	82%	87%	77%	-	-	63%	67%	56%
20	-	-	85%	90%	79%	-	-	65%	70%	59%
21	-	-	87%	-	81%	-	-	68%	-	61%
22	-	-	90%	-	83%	-	-	70%	-	63%
23	-	-	-	-	86%	-	-	-	-	65%
24	-	-	-	-	88%	-	-	-	-	68%
25	-	-	-	-	90%	-	-	-	-	70%

\*excluding any premiums paid towards service tax