

GENERAL

In this contract, “you” or “your” will refer to the Master Policyholder of this Policy, “Member” will refer to Member Insured under this Policy and “we”, “us”, “our”, “insurer” “ABSLI” or “the Company” will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

This is a One Year Renewal Plan and the terms and conditions of the plan are as mentioned under this contract

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

Please read this policy document carefully.

DEFINITIONS

“age” means that age at last birthday, in completed years attained as on the Coverage Effective Date.

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

“beneficiary” or “nominee” means the person or persons last nominated by the Member and registered with Master Policyholder to receive the benefits under this policy in the event of the Member’s death while being covered under this policy.

“cost and benefits particulars” means the information set out in Policy Schedule to be determined by ABSLI in respect of each Member.

“certificate of insurance (coi)” means statement evidencing the Coverage of the Member under the Policy, subject to the terms and conditions of the Policy.

“coverage” means the Sum Assured payable as Income Benefit in respect of an individual Member under the Policy.

“free cover limit” means the Sum Assured limit where the Member is not required to submit evidence of insurability in order to qualify for protection under this plan.

“free-look period” means the period as specified in the Policy Contract, during which you can return the policy in case you are not satisfied with the terms and conditions of the policy.

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

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

“master policyholder” means the Policyholder who would administer the scheme on behalf of the Member(s) and as defined in the Policy Schedule

“medical practitioner” is a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. This would mean a practitioner treating the Life Assured must be holding a degree equivalent to MD/MS or higher in the relevant field to certify the condition. The Medical Practitioner should not be:

- the Master Policyholder or Life Insured himself/herself; or
- An authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or
- Employed by or under contractual engagement with us; or
- Related to the policyholder or life assured by blood or marriage

“member” means a person whose cover is in effect and in respect of whom ABSLI has determined Cost and Benefits Particulars.

“member data list” means list having names of Members Insured, Age, installment premium, Coverage term, Coverage Expiry Date and Sum Assured.

“policy monthiversary” is the monthly processing date that corresponds to the same day of each calendar month following the Policy Effective Date on which Members may be granted cover under this policy

“policy” means the Group Income Replacement Plan Policy taken by the Policyholder for providing Coverage to its Members.

“policy issue date” means the date on which this Policy is issued by the Company.

“policy effective date” means the date on which your rights and benefits under this Policy begin, as shown in your Policy Schedule.

“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 for the company.

POLICY VALUE PROVISIONS

Policy Premium

The Master Policyholder shall pay all installment or annual premium as calculated by ABSLI for all the lives insured, on each Premium Due Date or on policy effective date. ABSLI will not accept part/short premium on any occasion or for any reason. The Master Policyholder shall pay the premium for new Members on each Monthly Processing Date or shall keep an Advance Deposit with us. Subject to the Policy Discontinuance provision, we must receive policy premiums when due in order for the Member Coverage to remain in effect.

POLICY BENEFIT PROVISIONS

The cover for the group of Members in respect of whom the premium has been so calculated would commence on receipt of the full premium so computed in respect of all such Members and acceptance of risk on underwriting, if any, in respect of any individual Member.

Income Benefit

In the event of the Member being diagnosed with the first occurrence of any of the covered Critical Illnesses or Total Permanent Disability due to accident or sickness, the full or part of the Sum Assured shall be payable as monthly income in arrears over the Income Benefit Period.

The Master Policyholder / Member have an option to take the Income Benefit by choosing one of the following options:

- 100% of Sum Assured paid as monthly income over the Income Benefit Period opted.
- 20% of Sum Assured paid as lump sum and 80% of Sum Assured paid as monthly income over the Income Benefit Period opted.

The Master Policyholder / Member will have option to choose one of the above options at the inception of the policy.

The monthly income will be 1/12th of the 100% of the sum assured or 80% of the sum assured as applicable divided by the Income Benefit Period. The monthly income will be due from the first policy monthiversary on or after the date of diagnosis of the covered critical illness or disability, as applicable. The first payout will be made on the acceptance of the Income Benefit claim and subsequent monthly payouts will be made on each policy monthiversary date throughout the Income Benefit Period.

Critical Illnesses means any of the following listed illnesses:

1. Cancer of Specified Severity

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, 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 behavior, or non-

invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and 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 tumors 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 Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs
- All tumours in the presence of HIV infection

2. Myocardial Infarction (First Heart Attack of Specified Severity)

The first occurrence of 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

3. Stroke Resulting in Permanent Symptoms

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:

1. Transient ischemic attacks (TIA)
2. Traumatic injury of the brain
3. Vascular disease affecting only the eye or optic nerve or vestibular function

4. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal

transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

5. 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

On occurrence of Total and Permanent Disability due to sickness or an accident caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within 90 days of such trauma, the Company shall pay Income Benefit to the Life Insured as mentioned above.

'Total and Permanent Disability' means disablement of the Life Insured which meets one or both of the two definitions mentioned below:

Definition 1: Loss of use of limbs or visual loss

The Life Insured has suffered:

- Loss of the use of two limbs; or
- Loss of the use of one limb and the sight of one eye; or
- Loss of the sight in both eyes (Blindness)

1. The loss of a limb means the physical separation of a limb, at or above the wrist or ankle level as a result of injury. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of a limb resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded. The loss of use of the particular limb must be certified by a relevant Medical Practitioner and documented for an uninterrupted period of at least six months from the date of accident or diagnosis, as applicable.

In case of physical severance of the hand at or above the wrist or foot at or above the ankle joint, the six months deferment period shall not be applicable.

2. The total loss of vision in one eye means total, permanent and irreversible loss of all vision.
3. Loss of sight in both eyes – (Blindness) evidenced by:
- a. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident
 - corrected visual acuity being 3/60 or less in both eyes or;
 - the field of vision being less than 10 degrees in both eyes
 - b. The diagnosis of blindness or the total loss of vision in one eye must be confirmed and must not be correctable by aids or surgical procedure

Definition 2: Loss of independent living

The Life Insured is permanently unable to perform independently three or more of the following six activities of daily living:

1. **Washing:** 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. **Transferring:** the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. **Mobility:** the ability to move indoors from room to room on level surfaces
5. **Toileting:** the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. **Feeding:** the ability to feed oneself once food has been prepared and made available

For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

The Life Insured must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication. Loss of independent living 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 Life Insured is alive and permanently disabled. The relevant specialist Medical Practitioner and the Company's appointed Medical Practitioner, both 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 benefit can be claimed by the member only once in the life time starting from the first year.

Death Benefit:

The Policy does not offer any death benefit

Maturity Benefit:

The Policy does not offer any maturity or survival benefit

Surrender Benefit

The Policy does not offer any surrender benefit.

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 to make the payment of due premium.

If we do not receive your premium within the grace period, the policy benefit will be deemed lapsed from the due date of first unpaid premium as per Premium Discontinuance and Policy Paid-Up provisions in Part D.

POLICY PROVISIONS

Free-look Period

Free-Look Period shall be applicable at the inception of the policy and in case you disagree with any of the terms and conditions of the policy document, you will have the right to return the policy within 15 days from the date of receipt of the policy. Once we receive your notice of cancellation together with the original policy documents, provided you have not made any claims during the free-look period, in accordance to IRDAI (Protection of Policyholders Interest) Regulations, 2017, you shall be entitled to:

- a. A refund of the premium paid less any expenses incurred by us on medical examination, if any, and the stamp duty charges and;
- b. Where the risk has already commenced and the option of return of the policy is exercised by the Master Policyholder, a deduction towards the proportionate risk premium for period on cover.

Policy Discontinuance

For the continuation of the benefit coverage under this policy, the master policyholder has to pay the installment premium on each premium due date. If we do not receive the due installment premium by the premium due date and further not even by the end of the grace period, then all the benefits under the policy will cease immediately from the due date of first unpaid premium and the policy will be deemed lapsed.

The lapse date is the date the first unpaid premium was due.

Revival

A lapsed policy with a premium payment mode other than annual mode may be revived before the expiry of the policy term subject to meeting the underwriting condition as required by the ABSLI. On such revival the coverage shall be applicable from the date of receipt of the revival premium. The revival premium will be reduced proportionately to reflect the reduced period of coverage, taking in to account the premium payment mode selected.

Fresh waiting period shall not be applicable if the policy is revived within 90 days from the due date of the first unpaid premium.

Renewal

On expiry of each policy term, the policy can be renewed for a further period of one year but within one year of the policy renewal date by paying the appropriate premium for the following year for all members who are eligible on the effective date of renewal.

Fresh waiting period shall not be applicable if the policy is renewed within 90 days from the original policy renewal date.

The effective date of renewal is when the requirements of premium and underwriting, if applicable, are met by the policyholder and approved by the company. Any claims that occur between the original policy renewal date and this effective renewal date shall not be admissible

Adding a Member

The Master Policyholder can choose to add new Members during the policy year either by paying the pro-rata premium for the cover during the remaining policy year or by paying the full premium for one full year of cover from the member's risk commencement date as per the scheme rules. The master policyholder should inform ABSLI with the list of mid-year joiners and the risk commencement date will be as per the scheme rules. In case of inadequate premium, the cover will begin from the date of receipt of the full premium.

The cover to a new Member will be restricted to the Free Cover Limit till the completion of medicals and/or underwriting requirements.

We will have right to discontinue addition of new Members by giving a 30 days notice to Policyholder of this effect.

Deleting a Member

For groups where the premium has been paid by the Master Policyholder, if a Member leaves the scheme during the policy year (due to reasons other than a claim) ABSLI will refund the pro-rata premium to the Master Policyholder. The Master Policyholder should inform ABSLI with the list of mid-year deletions for Members leaving the scheme as per the scheme rules. The risk will cease from the date of leaving the scheme. The refund of premium will be calculated as 100% of the unearned gross premium from the date of leaving the scheme to the renewal date or next premium due date, whichever is earlier.

Increase or decrease in Sum Assured

The Master Policyholder will be allowed to increase or decrease the cover amount of the Members during the year according to the definition of the cover for the group. The permissible changes are:

- i. where the Master Policyholder requires a change in the level or structure of the cover (where an additional grade is introduced for a graded coverage policy);
- ii. where a Member receives a salary increase and the benefits are determined in relation to salary; or where a Member receives a promotion and the benefits are determined in relation to grade. Any such change in benefit would be as per scheme rules and is subject to the same terms and condition and will have same FCL limits as applicable to the entire group

Policy Loan

This Policy does not offer policy loan facility.

Termination of Cover for Member

The insurance coverage for members will terminate immediately upon the occurrence of any of the following events, whichever is earliest:

- on the date of cessation of employment/Membership of the Member; or
- on the date of acceptance of claim; or
- on the expiry of the policy term; or
- on the date on which the policy has lapsed; or
- on termination of the Policy by the Master Policyholder only if the premium has been paid by the Master Policyholder (the cover for members shall not be terminated where the participation is on voluntary basis and the member has paid the premium); or
- on the date of death of the Member

Termination of Policy by Master Policyholder

The Policy will terminate immediately upon the occurrence of any of the following events, whichever is earliest:

- on the date specified in the written policy termination notice; or
- on the expiry of the policy term

In case of early termination, ABSLI will refund the pro-rata premium less expenses less stamp duty from the termination date as specified in the written notice to the next renewal date or premium due date whichever is earlier. All life cover provided to Members ceases from the termination date. However, the individual members shall be given an option to continue the cover till the next renewal date by paying the premium for the remaining period.

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 Master Policyholder 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 the Insurer.

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.

Underwriting and Place of Medical Examination

The eligible Member has to complete the requirements necessary for the underwriting process within prescribed timelines set by ABSLI.

The cost of required medical tests will be borne by the ABSLI if all the medical tests are carried out through our empanelled medical service providers.

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 nomination, please refer to **Annexure A**.

Nomination

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

For more details on the nomination, please refer to **Annexure B**.

Claim Procedures

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

For Total and Permanent Disability claim:

- Claimant's Statement For Disability Claim
- Continuous Disability Statement
- Employer's Certificate - TPD Claim
- Medical Certificate For Disability
- PMS For Disability Claim
- Pre Printed Cancel cheque/ Bank Passbook Copy of the Member
- Medical Records/ Indoor Case papers/ Lab tests reports
- Accidental and Police Reports

For Critical Illness claim:

- CI Claimant Statement With EFT Mandate Form
- CI Claim Form - To Be Filled By Master Policyholder
- CI Doctor Questionnaire
- CI Family Physician Certificate

- Pre Printed Cancel cheque/ Bank Passbook Copy of the Member
- Medical Records/ Indoor Case papers/ Lab tests reports

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

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

Member Register

You are responsible to maintain a register of members covered in prescribed format. We reserve the right to inspect the register of members at any time.

Change in Personal Details

ABSLI should be informed in time by the Master Policyholder about any correction to be made in the personal details of the Member covered under the policy. Such changes will be reviewed retrospectively if they affect the premium/other terms of the policy.

The Master Policyholder will have to pay any shortfall in the premium and any excess of premium will be refunded to the Master Policyholder or credited to the premium deposit account.

Discharge Receipt

A receipt signed by the nominee/beneficiary, Master Policyholder or any person authorized in writing by the Master Policyholder shall be good, valid and sufficient discharge with respect to any payments made by us under this policy

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.

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.

Waiting Period

A waiting period of 90 days from the Policy Issue Date is applicable for all benefits payable under this coverage.

On revival or renewal:

- If a lapsed policy is revived within 90 days from the due date of first unpaid premium or a policy is renewed within 90 days from the policy renewal date, then only the remaining days of the waiting period will apply.
- If a lapsed policy is revived after 90 days from the due date of first unpaid premium or a policy is renewed after 90 days from

the policy renewal date, then a waiting period of full 90 days will apply afresh.

Survival Period

The Member should survive the critical illness condition or disability for a period of at least 30 days from the date of diagnosis or accident / sickness, as applicable, while this coverage is in force.

Exclusions:

The Life Insured will not be entitled to

Critical Illness benefits if a covered Critical Illness results either directly or indirectly from any one of the following causes listed under points 1 to 13 below or is diagnosed within 90 days (during the waiting period) from the date of commencement of the coverage or date of reinstatement, whichever is later, or

Any disability benefits, where the disability benefit is directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following causes listed under points 1 to 13 below:

1. Diseases or disabilities which have occurred to the life insured in the past and which have caused the covered Critical Illness or Disability; as confirmed by the Medical Practitioner.
2. Diseases in the presence of an HIV infection.
3. Self-inflicted injury, suicide, insanity and deliberate participation of the life insured in an illegal or criminal act with criminal intent.
4. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
5. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
6. Taking part in any naval, military or air force operation during peace time.
7. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger, pilot, air crew of a recognized airline on regular routes and on a scheduled timetable.
8. Participation by the insured person in a criminal or unlawful act with a criminal intent.
9. 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.
10. Any external congenital anomaly
Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position. External Congenital Anomaly: An anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly.
11. 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.
12. For any medical condition or any medical procedure arising from the donation of any of the life assured's organs;
13. No other system of treatment other than allopathy.

Fraud and Misrepresentation

As per 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.

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./ 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

In case you are dissatisfied with the decision of the above office or have not received any response within 10 days, you may contact **Head Service Assurance** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd. / 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

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

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,
4th Floor, Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Ph: (040) 20204000

Risk Factors / Disclaimers

This policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a traditional non participating group 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.

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.adityabirlasunlifeinsurance.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
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building,6th Floor, Tilak Marg, Relief Road, Ahmedabad – 380001 Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078 Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel. : 0755 - 2769201 / 2769202 Fax : 0755 - 2769203 Email : bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel. : 0674 - 2596461 /2596455 Fax : 0674 - 2596429 Email : bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017 Tel. : 0172 - 2706196 / 2706468 Fax : 0172 - 2708274 Email : bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018 Tel. : 044 - 24333668 / 24335284 Fax : 044 - 24333664 Email : bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel. : 011 - 2323481/23213504 Email : bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel. : 0361 - 2132204 / 2132205 Fax : 0361 - 2732937 Email : bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	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 - 65504123 / 23312122 Fax : 040 - 23376599 Email : bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry

JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel. : 0141 - 2740363 Email : Bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel. : 0484 - 2358759 / 2359338 Fax : 0484 - 2359336 Email : bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel. : 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email : bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel. : 0522 - 2231330 / 2231331 Fax : 0522 - 2231310 Email : bimalokpal.lucknow@ecoi.co.in	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, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	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 : bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301 Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Etah, Bulandshehar, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@ecoi.co.in	States of Bihar & Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030 Tel. : 020 - 32341320 Email : bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane 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 there of 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.]