

## Aditya Birla Sun Life Insurance

Assured FlexiSavings Plan

A non-linked non-participating individual life insurance savings plan

**POLICY CONTRACT**

### **PART B – DEFINITIONS**

#### **GENERAL**

In this contract, “You” or “Your” will refer to the owner of 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.

Please read this Policy document carefully.

“**Act**” refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.

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

“**Accrued Amount**” is the accumulation of the Annual Incomes (RPU Annual Incomes for a Reduced Paid Up) which the policyholder can choose to accumulate using the Income Booster of 5% p.a. (less withdrawals, if any).

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

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

“**Annual Income**” as a fixed percentage of Annualized Premium shall accrue under Your Policy at the beginning of each year during the Policy Term after the completion of Deferred Period.

“**Annualized Premium**” as shown in the Policy Schedule is the amount of premium payable during a Policy year chosen by the Policyholder, excluding underwriting extra premiums, loadings for modal premiums, rider premiums and applicable taxes, cesses and levies, if any.

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

“**Deferred Period**” is the period of 2 years after completion of the Premium Payment Term. After this period, Annual Income gets accrued in the Policy provided the policy is in-force at the time of accrual.

“**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.

“**Grace Period**” means a period of 30 days or 15 days in case of Monthly Premium payment mode from the due date of each unpaid Premium.

“**Income Booster**” equal to 5% of the Accrued Amount (Accrued Annual Incomes plus Income Boosters previously accrued less withdrawals, if any) will be added to the Accrued Amount under Your Policy at the end of each year during the Policy Term after the completion of Deferred Period.

“**Instalment Premium**” is the premium as payable by You as per the Policy schedule to effect and continue this Policy contract.

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

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

**Aditya Birla Sun Life Insurance Company Limited**

One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013

Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

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"**Maturity benefit**" means the benefit, which is payable on maturity as stated in the Policy document.

"**Nominee**" is the person who is nominated by You and as named in the Policy Schedule, to receive the Death Benefit as specified in the Policy Contract. Nomination can only be effected if the Policyholder and life insured are the same.

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

"**Policyholder or You or Your**" means the owner of the Policy at any point of time.

"**Policy Issue Date**" is the date this Policy is issued, and Your rights, benefits and risk cover begin, as shown in Policy Schedule.

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

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

"**Revival Period**" means the period of five consecutive years from the date of first unpaid premium.

"**Rider benefits**" means an amount of benefit payable on a specified event offered under the rider and is allowed as add-on benefit to benefit under base product and may include waiver of premium benefit on other applicable riders.

"**Risk Commencement Date**" is the date as shown in the Policy Schedule when risk cover on the life of the Life Insured begins under this Policy.

"**Sum Assured on Death**" is the amount as defined in Part C of this Policy Contract.

"**Surrender**" means complete withdrawal or termination of the entire Policy.

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

"**Total Premiums Paid**" means total of all the premiums received, excluding underwriting extra premium, rider premiums and applicable taxes, cesses and levies, if any.

ABSLI AFSP

Ver 3/Sept/2021

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**PART C – POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT****1. Death Benefit**

If Life Insured dies anytime during the Policy Term, provided the Policy is in force and not under lapsed or Reduced Paid Up Mode, We will pay the following in lump sum to the Nominee / legal heir:

- Sum Assured on Death; plus
- Accrued Amount till the date of death, if any

Sum Assured on Death is defined as higher of the following:

- a) 10 times of Annualized Premium
- b) 150% of Total Premiums paid till the date of death
- c) Sum Assured

Where,

Sum Assured is equal to a multiple of the Annualized Premium (depending upon Life Insured's entry age at inception of the Policy and gender).

**Staggered Death Benefit Option**

The Nominee/legal heir will have an option to take the amount of Death Benefit in Annual/ Monthly instalments, as mentioned below, over a period of 10 years as opposed to the lump sum payment.

Instalments Frequency	Annual	Monthly
Instalment (as % of Death Benefit)	12.18%	1.035%
Total payments (as % of Death Benefit)	121.8%	124.2%

The above percentages are determined using a discount rate of 4.7% p.a. ABSLI may revise the instalment based on the then prevailing market conditions and subject to prior IRDAI approval. Also, any change in the methodology/formula for calculating the instalment shall be subject to IRDAI approval.

Once the Instalment mode has been opted by the Nominee, it cannot be changed later on. However, if the nominee would subsequently like to get a lump sum instead of the regular instalments; a discounted value of the outstanding benefits shall be paid as a lump sum. This lump sum will be at least equal to the Sum Assured on Death less any instalments already paid.

**2. Survival Benefit**

After completion of the Deferred Period during the Policy Term, provided all due Instalment premiums under the policy have been paid, the following benefits shall be payable:

**a. Annual Income:**

Annual Income as percentage of Annualized Premium shall accrue under Your Policy at the beginning of each year after the completion of the Deferred Period. The Annual Income applicable to Your Policy is given in Your Policy Schedule.

You have the flexibility to accumulate the Annual Income with the policy, withdraw the Accrued Amount partially/fully anytime during the Policy Term or take the Annual Income immediately when it becomes due.

**b. Income Booster:****Aditya Birla Sun Life Insurance Company Limited**

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An Income Booster equal to 5% of the Accrued Amount (accrued Annual Income plus Income Boosters previously added less withdrawals, if any) provided the policy is in-force at the time of addition, will be added to the Accrued Amount under Your Policy at the end of each year of the Policy Term after completion of the Deferred Period. Each Income Booster is applicable only at the end of its respective year of addition and not applicable in case of early withdrawal of policy.

### c. Loyalty Addition:

The Accrued Amount as at the end of the Policy Term will be enhanced with a Loyalty Addition. It will be paid along with the Accrued Amount under Your Policy at the end of the Policy Term.

Loyalty Addition is defined as percentage of Accrued Amount under Your Policy at the end of the Policy Term and is given in Your Policy Schedule.

**Please Note,** Loyalty Addition is applicable only for policies that have paid all the due Instalment premiums under the Policy.

### d. Enhanced Return of Premiums (ERoP):

At the end of the Policy Term, the Total Premiums Paid by You is payable along with the Accrued Amount under Your Policy and Loyalty Addition, if any. This amount is further enhanced by 10% only if all due Instalment Premiums under Your Policy have been paid.

## 3. Maturity Benefit

On survival of the life insured till the end of Policy Term provided all due Instalment premiums have been paid, the sum of Accrued Amount under the policy, Loyalty Addition & ERoP benefit is paid to You as a lump-sum.

## 4. Premiums

You can pay the Premiums annually, semi-annually, quarterly or on monthly basis, as per the Premium payment mode chosen by You. You can pay Premium at any of Our offices or through Our website [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com) or by any other means, as informed by Us. Any Premium paid will be deemed to have been received by Us only after the same has been realized and credited to Our bank account. The Premium payment receipt will be issued in Your name, which will be subject to realization of cheque or any other instrument/medium. The responsibility of instalment premium payment shall be upon the Policyholder.

## 5. Grace Period

The Premium is due and payable by the due date specified in the Schedule. 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 in case of monthly mode) to make the payment of due premium, during which time all benefits under the Policy will continue.

If the premium is not paid within the Grace Period then one of the following will happen:

- If less than two full years premiums have been paid then policy will lapse and all benefits will cease immediately.
- Otherwise, the policy will continue on a Reduced Paid-Up basis.

In case of death during the Grace Period, we will recover the unpaid premium due from the death benefit payable.

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### **6. Risk coverage for minor and vesting on attaining majority**

For policies issued on minor life, the date of commencement of risk shall be the date of commencement of the policy. In case the Life Insured is a minor, the Policy will automatically vest in him/her on his/her attaining the age of majority. Where the Life Insured (whether major or minor) and Proposer/Policyholder is different, on the death of the Proposer/Policyholder, his legal heirs, in accordance with the existing succession laws, will be considered as new Proposer/Policyholder. As there is no death benefit payable on the death of the Proposer/Policyholder, the policy status does not change, and the policy continues. However, if the premiums are not paid before the expiry of the grace period the policy would be subject to the provisions mentioned in Part D below.

SAMPLE

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**PART D – POLICY TERMS AND CONDITIONS****1. Free-look Period**

You have a free look period of 15 days from the date of receipt of the policy document and period of 30 days in case of electronic policies and policies obtained through distance mode, to review the terms and conditions of the policy and where you disagree to any of those terms or conditions, you have the option to return the original policy document to us for cancellation, stating in writing the reasons for your objection, you shall be entitled to a refund of the premium paid subject to a deduction of a proportionate risk premium for the period of cover and the expenses incurred by us on medical examination and stamp duty charges in accordance to IRDAI (Protection of Policyholders Interest) Regulations, 2017.

<sup>(1)</sup> In case of electronic issuance of policies, the date of receipt or date of credit of electronic policies shall be determined as below.

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

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

**2. Lapsation of Policy**

If the Instalment Premium is not paid within the Grace Period during the first two Policy Years, the Policy will lapse from the due date of first unpaid Instalment Premium and thereafter no benefits will be payable under the Policy.

**3. Reduced Paid-Up (RPU) Benefits**

If this Policy has acquired a Surrender Value, i.e. on payment of all Instalment Premiums during the first two Policy Years, then, in the event of non-payment of the due Instalment Premiums by You to Us, on the expiry of the Grace Period this Policy will not lapse but will continue with reduced paid-up benefits as specified below unless revived. In such a case, the benefits payable shall be as follows:

The **RPU Sum Assured, RPU Annual Income** shall be equal to the Sum Assured and Annual Income respectively, multiplied by the **RPU Factor**,

where the **RPU Factor** is the ratio of:

- The number of instalment premiums paid to date; over
- The total number of instalment premiums originally payable for the Policy Term.

**Death Benefit for RPU Policies**

If the Life Insured dies during the Policy Term, the RPU Death Benefit will be RPU Sum Assured on Death plus Accrued Amount, if any till the date of death.

The "**RPU Sum Assured on Death**" during the entire Policy Term is the maximum of

- 10 times the Annualized Premium, reduced in same proportion as RPU Sum Assured to Sum Assured
- 150% of Total Premiums paid up to the date of death
- RPU Sum Assured.

**Survival Benefit for RPU Policies**

- i. In the event the Life Insured survives till the end of the Deferred Period, RPU Annual Income and Income Booster shall added to the Accrued Amount under Your Policy. The Accrued Amount at the end of the Policy Term shall be paid to the Policyholder along with the Total Premiums Paid.

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- ii. At any time after the end of Deferred period during the Policy Term, You can choose to accumulate the RPU Annual Income with the policy, withdraw the Accrued Amount partially/fully anytime during the Policy Term or take the RPU Annual Income immediately when it becomes due.

No Loyalty Addition will be payable for RPU policies.

#### 4. Surrender Benefits

This Policy shall acquire a Surrender Value provided all the due Instalment Premiums for the first two Policy Years have been received by us. The Policyholder can surrender the Policy any time before the end of Policy Term. The Policy will terminate after payment of the Surrender value and thereafter no other benefits under this Policy shall be payable.

The Surrender Value payable will be equal to the higher of Guaranteed Surrender Value and Special Surrender Value.

Where,

**Guaranteed Surrender Value (GSV)** defined as the maximum of:

- $GSV = GSV \text{ Factor} * (\text{Total Premiums paid})$  less prior withdrawals, if any made from the Policy
- Accrued Amount, if any

GSV Factor as below:

Year of Surrender	Policy Term				
	15	17	20	22	26
1	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%
8	55%	54%	53%	53%	52%
9	60%	58%	56%	55%	54%
10	65%	62%	59%	58%	56%
11	70%	66%	62%	61%	58%
12	75%	70%	65%	63%	61%
13	80%	74%	68%	66%	63%
14	90%	78%	72%	69%	65%
15	90%	82%	75%	71%	67%
16		90%	78%	74%	69%
17		90%	81%	77%	71%
18			84%	79%	73%
19			90%	82%	75%
20			90%	85%	77%
21				90%	79%
22				90%	82%
23					84%
24					86%
25					90%
26					90%

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Your Policy also acquires a **Special Surrender Value (SSV)**. Special Surrender Value is not guaranteed and may be revised by the Company from time to time subject to prior approval from the Authority.

## 5. Loans

You may take a loan against Your Policy once it has acquired a Surrender Value. The minimum loan amount is Rs.5,000 and the maximum is 85% of the then applicable surrender value less any outstanding Policy loan balance as on that date. The outstanding Policy loan balance is an amount of loan still unpaid plus all accrued but unpaid loan interest up to the given date.

Where the Policy is in-force (premium paying) and the outstanding Policy loan balance at any time is equal to or exceeds the then prevailing surrender value, then the Policy shall not be terminated. In such cases ABSLI shall send a notice 90 days in advance to the Policyholder to pay the loan amount along with the interest. If the Policyholder doesn't repay the loan or fail to respond to the notice within 90 days of the date of issuance of such notice, ABSLI shall have the right to foreclose the Policy.

Any payment of a proceed against Death, Survival Benefit or Maturity Benefit provisions or as a Surrender Value shall be reduced by any outstanding policy loan balance at that time and the residual value is paid to the nominee or Policyholder as the case may be. ABSLI shall be issuing the loan re-payment schedule at the time Policyholder opts for the loan against Policy.

At the beginning of a Policy Year, the Policy shall be assigned the latest Loan Interest Rate declared by company. ABSLI shall declare the Loan Interest Rate applicable to all policies under this product on June 1<sup>st</sup> of every calendar year which shall be assigned to policies on their next Policy Anniversary and is equal to the base rate of the State bank of India plus 100 basis points. The interest rate applicable as on June 1<sup>st</sup>, 2021 is 8.40%p.a. Any change in basis of determination of interest rate for Policy loan can be done only after prior approval of the Authority.

## 6. Revival

Once Your Policy has lapsed or in the Reduced Paid up mode, it can only be revived within a revival period of five years from the due date of first unpaid premium, subject to following conditions:

- Paying all outstanding premiums together with interest as declared by Us from time to time;
- Providing evidence of Life Insured's insurability satisfactory to Us
- Revival of the Policy shall take effect only when these requirements are met and after revival of the Policy is approved by Us basis the Board Approved Underwriting Policy and communicated to You in writing.

Once the Policy has been revived, all benefits under the policy will be restored to their full value.

The provisions of Sec 45 of the Insurance Laws (Amendment) Act, 2015, as amended from time to time will also be applicable in case of Revival of the Policy. Refer Annexure C.

The monthly interest rate charged on unpaid premiums will be declared by ABSLI on June 1<sup>st</sup> of each calendar year and is determined as  $(x+1\%)/12$  rounded to the next 0.5%, where x is the base rate of the State Bank of India. The current applicable interest rate, as declared on June 1<sup>st</sup>, 2021, is 1% per month.

Any change in basis of determination of interest rate for revival can be done only after prior approval of the Authority.

If a lapsed Policy is not revived within five years, the Policy shall be terminated, and no value is payable to You.

## 7. Payments of Benefits:

The benefits under this Policy will be payable only on submission of satisfactory proof to Us. The benefits under this Policy will be payable to You/the Claimant (Nominee) as the case may be.



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Once the benefits under this Policy are paid to You/the Claimant (Nominee) as the case may be, the same will constitute a valid discharge of Our liability under this Policy.

### 8. Termination of Policy

Your Policy will terminate upon the occurrence of any of the following events:

- the date of payment of the surrender value; or
- the date of settlement of Death Benefit; or
- the date on which the Revival Period ends after Your Policy has lapsed if fewer than two full years of premiums have been paid; or
- The date on which the outstanding loan amount exceeds the surrender value in case of Reduced Paid Up (RPU) policies; or
- The date on which we receive a free-look cancellation request

SAMPLE

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### **PART E – POLICY CHARGES**

This Policy is a non-linked non-participating individual life insurance savings plan and therefore, Part E is not applicable to this Policy.

SAMPLE

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**PART F – GENERAL TERMS AND CONDITIONS****1. 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 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 can be issued in cases where the Life Insured is different from the Policyholder. In all situations, it is ensured that the Policyholder has an insurable interest in the Life Insured. This contract does not provide for participation in the distribution of profits or surplus declared by us.

All the communication/ documents including the Contract 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 Contract 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.

**2. Taxes**

All Premiums are subject to Goods and Services tax (GST), other applicable taxes, cesses, and levies, if any which will entirely be borne by You and will always be paid by You along with the payment of Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Policy, ABSLI reserves the right to claim the same from You. Alternatively, ABSLI has the right to deduct the amount from the benefits payable by Us under the Policy.

Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to the tax benefits and liabilities applicable to You.

**3. Claim Procedures**

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

**Mandatory Claim Requirements:**

- 1) Claimant Statement Form
- 2) Death Certificate (Self attested copy)
- 3) KYC Document of beneficiary (Self attested copy)
- 4) Bank details of the beneficiary

**Additional Requirements: (Claims within 3 years from date of issue/Revival)**

- 1) Original Policy Document
- 2) Medical Attendant's Certificate, if any
- 3) Hospital or treatment records, if any ( Self attested copy)
- 4) Employer's Certificate (if applicable)

**Additional Requirements for Accidental/Unnatural Death:**

- 1) FIR & Final Police Closure Report
- 2) Driving License (if death while driving)
- 3) Post Mortem Report
- 4) Valid Insurance document of the vehicle (if the death is due to Road Traffic Accident)
- 5) Policy Inquest Report/Inquest Panchnama

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### 6) News Paper Cutting (if any)

Any other relevant information/ document as may be required by ABSLI depending on the circumstances of the death or illness needs to be provided.

Beneficiary can download the claim documents from our website [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com) or can obtain the same from any of ABSLI branches. In case you are unable to provide any or all the above documents, in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation/ verification and accord a claim decision. For any further queries, you can call us at our toll free no. 1800 270 7000 or email us at Aditya Birla Capital - Life Insurance "[claims.lifeinsurance@adityabirlacapital.com](mailto:claims.lifeinsurance@adityabirlacapital.com)"

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

Beneficiary may intimate Us about Death claim via the following ways:

- Online intimation through ABSLI Website ([www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com))
- Through e-mail on [claims.lifeinsurance@adityabirlacapital.com](mailto:claims.lifeinsurance@adityabirlacapital.com)
- Visit nearest ABSLI Branch Office

### 4. 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.

### 5. Suicide Exclusion

In case the Life Insured, minor or major, dies due to suicide within 12 months from the Risk Commencement Date or date of revival of the Policy, the Policy shall immediately terminate, and Company shall pay the following to the Nominee:

- Where the Policy has acquired the Surrender Value, higher of Surrender Value or (Total Premiums paid plus underwriting extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date of death.
- Where the Policy hasn't acquired the surrender value, Total Premiums paid plus underwriting extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date of death.

### 6. Travel and Occupation

There are no restrictions on travel or occupation under this Policy.

### 7. Assignment

Assignment is 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.

### 8. Nomination

Nomination is 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.

### 9. Policy Currency

This Policy is denominated in Indian Rupees. (INR) Any benefit/claim payments under the Policy will be made in Indian Rupees by Us or in any other currency in accordance with the applicable guidelines issued by the Reserve Bank of India from time to time.

### 10. Electronic Transactions

#### Aditya Birla Sun Life Insurance Company Limited

One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013

Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

Corporate Identity Number: U99999MH2000PLC128110

## Aditya Birla Sun Life Insurance

Assured FlexiSavings Plan

*A non-linked non-participating individual life insurance savings plan*

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You will comply with all the terms and conditions with respect to all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centre, tele-service operations or by other means of telecommunication established by Us or on Our behalf, for and in respect of the Policy or services, which will constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities.

### 11. Communication and Notices

All notices meant for Us should be in writing and delivered to Our address as mentioned in Part G or such other address as We may notify from time to time. You should mention the correct Policy number in all communications including communications with respect to Premium remittances made by You. All notices meant for You will be in writing and will be sent by Us to Your address as shown in the Schedule or as communicated by You and registered with Us. We may send You notices by post, courier, hand delivery, fax or e-mail/electronic mode or by any other means as determined by Us. If You change Your address, or if the address of the Nominee changes, You must notify Us immediately. Failure in timely notification of change of address could result in a delay in processing of benefits payable under the Policy. For any updates, please visit Our website [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

### 12. Governing Law and Jurisdiction

The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

SAMPLE

**Aditya Birla Sun Life Insurance Company Limited**

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Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

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### **PART G – GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS**

#### **Grievance or Complaint**

You may register Your grievance or complaint with any of our nearest branches or with our Head Customer Response & Resolution 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 OneWorld 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 on Whatsapp no. 8828800040 or email: care.lifeinsurance@adityabirlacapital.com.

In case You are dissatisfied with the decision of the above office or have not received any response 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 OneWorld 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 on Whatsapp no. 8828800040 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.

For senior citizens, we provide priority redressal of grievances and complaints. Please email us at: [ABSLI.SeniorcitizenLifeinsurance@adityabirlacapital.com](mailto:ABSLI.SeniorcitizenLifeinsurance@adityabirlacapital.com)

If You are not satisfied with the response or do not receive a response from us within 15 days, You may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

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

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

You can also register Your complaint online at

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

Address for communication for complaints:

By Phone: 155255 or 1800 4254 732

By paper: Consumer Affairs Department,  
Insurance Regulatory and Development Authority of India,  
4th floor, Sy No. 115/1, Financial District,  
Nanakramguda, Gachibowli, Hyderabad – 500 032  
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) Misstatement 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;

#### **Aditya Birla Sun Life Insurance Company Limited**

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Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

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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 (h).

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 life insurance savings plan. All terms & conditions are guaranteed throughout the Policy term. ABSLI reserves the right to recover levies such as the GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from You.

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

SAMPLE

**Aditya Birla Sun Life Insurance Company Limited**

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Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

Corporate Identity Number: U99999MH2000PLC128110

**Aditya Birla Sun Life Insurance**

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**POLICY CONTRACT****List of Ombudsman**

Office Details	Jurisdiction of Office (Union Territory, District)
<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@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU -</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@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
<b>BHOPAL -</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@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.
<b>CHANDIGARH -</b> 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	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

**Aditya Birla Sun Life Insurance Company Limited**One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

Corporate Identity Number: U99999MH2000PLC128110



**Aditya Birla Sun Life Insurance**

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**POLICY CONTRACT**

Office Details	Jurisdiction of Office (Union Territory, District)
Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	
<b>CHENNAI -</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@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
<b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>GUWAHATI -</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@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD -</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 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>JAIPUR -</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan.

**Aditya Birla Sun Life Insurance Company Limited**One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

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**Aditya Birla Sun Life Insurance**

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**POLICY CONTRACT**

Office Details	Jurisdiction of Office (Union Territory, District)
Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	
<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@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<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@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<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@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI -</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

**Aditya Birla Sun Life Insurance Company Limited**One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

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**POLICY CONTRACT**

Office Details	Jurisdiction of Office (Union Territory, District)
<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.: 0120-2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<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@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand.
<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@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

**Aditya Birla Sun Life Insurance Company Limited**One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

Corporate Identity Number: U99999MH2000PLC128110

**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. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details. ]Annexure 2: Section 39 – Nomination by Policyholder**

**Aditya Birla Sun Life Insurance Company Limited**One World Center, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013Reg. No. 109 – Toll free no. : 1-800-270-7000 – Website: [www.adityabirlasunlifeinsurance.com](http://www.adityabirlasunlifeinsurance.com)

Corporate Identity Number: U99999MH2000PLC128110

**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 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.

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