

**PART B – DEFINITIONS****DEFINITIONS**

**“Absolute Amount Assured to be Paid on Death”** means the Effective Sum Assured as on the date of death in accordance with the Plan Option chosen by You at inception.

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

**“Accelerated Critical Illness (ACI) Benefit”** shall have the meaning assigned to it in Section 4 of Part C.

**“Accelerated Critical Illness (ACI) Benefit Cover Term”** shall mean the term as specified in the Schedule, during which the Accelerated Critical Illness Benefit will be available under the Policy

**“Accelerated Critical Illness (ACI) Benefit Pay Term”** shall mean the term as specified in the Schedule, during which the applicable premium for Accelerated Critical Illness Benefit is payable by the Policyholder under the Policy

**“Accelerated Critical Illness (ACI) Benefit Sum Assured”** means a critical illness benefit amount chosen by You as a part of the Sum Assured as specified in the Schedule, which is payable in accordance with Section 4 of Part C.

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

**“Annualized Premium”** shall be the premium amount payable in a year chosen by the Policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any. Any extra premium on account of Accelerated Critical Illness (ACI) Benefit, if any, is also excluded.

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

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

**“Assignment”** means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time.

**“Attained Age”** corresponds to the Age last birthday of the Life Insured on the Policy Issue Date and then incremented by one on each Policy Anniversary.

**“Claimant”** means You, Nominee(s) (if valid nomination is effected), assignee(s) or their heirs, legal representatives, or holders of a succession certificate in case Nominee(s) or assignee(s) is/are not alive at the time of claim.

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

**“Free-Look Period”** means the period as specified in the Policy, during which You can return the Policy in case You are not satisfied with the terms and conditions of the Policy.

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

**“Guaranteed Surrender Value (GSV)”** shall have the meaning assigned to it in Part D of the Policy Contract.

**“Instalment Premium”** is the premium as payable by You and as shown in the Policy Schedule to effect and continue this Policy.

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

**“Lapsed Policy”** means a Policy which has not acquired the Surrender Value and where the due Premium has not been received for any of the first two Policy Years.

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

## Aditya Birla Sun Life Insurance

### Poorna Suraksha Kawach Plan

A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan

## POLICY CONTRACT

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

“**Major**” is a person who is aged 18 years and above.

“**Maturity Benefit**” means the benefit, which is payable on policy maturity i.e. at the end of the Policy Term as stated in the Policy document.

“**Medical Practitioner**” is a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Such Medical Practitioner is not the Policyholder's spouse, father (including stepfather) or mother (including stepmother), son (including stepson), son's wife, daughter, daughter's husband, brother (including stepbrother) and sister (including stepsister) or Life Insured / Policyholder under this Policy and would be independent of the insurer.

“**Minor**” is a person who has not completed 18 years of age.

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

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

“**Policy**” means the contract of insurance entered into between the Policyholder and Us as evidenced by this document.

“**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 Month**” is the period of one calendar month from monthly Processing Date.

“**Policy Term**” means the term of this Policy as specified in the Policy Schedule;

“**Policy Year**” is the period of twelve calendar months commences from the Policy Anniversary.

“**Premium Payment Term**” means the term specified in the Schedule, during which the Premiums are payable by You.

“**Reduced Paid-up**” means the continuance of this Policy with Reduced Paid-Up benefits, as specified under Section 3 of Part D.

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

“**Retirement Age**” is as chosen by the Policyholder applicable only if the Policyholder has chosen Plan Option 3 or 6 as per the Policy Schedule.

“**Revival**” means restoration of the Policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the Policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges 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 a period of 5 consecutive years from the due date of first unpaid installment of Premium, during which period You will be entitled to revive the Policy in Lapsed State or in Paid-up State.

“**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.

“**Single Premium**” is the lump-sum premium paid by You to effect this Policy excluding any underwriting extra premiums, if any. Applicable taxes and any applicable rider premiums will be collected additionally.

“**Sum Assured**” is the insurance cover issued at the inception of the Policy as specified in the Policy Schedule.

“**Sum Assured on Death**” means the Sum Assured payable on death in accordance with Part C to this Policy

## Aditya Birla Sun Life Insurance

### Poorna Suraksha Kawach Plan

*A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan*

## POLICY CONTRACT

**"Sum Assured Escalation Rate"** is a rate of 5% per annum simple or 10% per annum simple as chosen by the Policyholder at the inception of the Policy and once chosen cannot be changed during the term of the Policy. This is applicable only if the Policyholder has chosen the Plan Option 5 as per the Policy Schedule.

**"Sum Assured Reduction Factor"** can be either 50% or 25% as chosen by the Policyholder at the inception of the Policy. The Sum Assured Reduction Factor cannot be changed during the term of the Policy. This is applicable only if the Policyholder has chosen the Plan Option 6 as per the Policy Schedule.

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

**"Surrender Value"** means an amount, if any, that becomes payable in case of Surrender of this Policy, in accordance with the terms and conditions of the Policy Section 5 of Part D.

**"Survival Benefit"** refers to an amount, payable on survival of Life Insured during the Policy Term.

**"Terminal Illness"** is an advanced or rapidly progressing incurable and un-correctable medical condition which, in the opinion of two independent Medical Practitioners appointed by us, is highly likely to lead to death within 6 months. Further, the Life Insured must not be receiving any form of treatment other than palliative medication for symptomatic relief.

**"Total Premiums Paid"** means total of all the premiums received, excluding any extra premium, any rider premium and taxes. Any extra premium on account of Accelerated Critical Illness (ACI) Benefit, if any, is also excluded.

**"Total Premiums Payable"** means total of all the premiums payable under the Policy, excluding any extra premium, any rider premium and taxes. Any extra premium on account of Accelerated Critical Illness (ACI) Benefit, if any, is also excluded.

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

ABSLI Poorna Suraksha Kawach

Ver 02/ July/2023

POL/7/23-24/960

109N138V02

**PART C – POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT****PREMIUM PROVISIONS****1. Policy Premium**

Your Policy Schedule shows the Annualized Premium, the premium payment mode, the Instalment Premium and its due dates. Subject to the Policy Discontinuance provision, we must receive Instalment Premiums when due in order for this Policy to be valid and remain in force.

**POLICY BENEFIT PROVISIONS****2. Death Benefit**

In the event of death of the Life Insured during the term of the Policy, provided the Policy is in-force, the Death Benefit will be Sum Assured on Death payable in a lump sum.

In case claim has been paid for Terminal Illness and/or Accelerated Critical Illness (ACI) Benefit, the Death Benefit amount, as mentioned above, shall be reduced to the extent of the Sum Assured paid out on account of Terminal Illness and/or ACI Benefit already paid.

Where,

**Sum Assured on Death is**

For Regular Pay and Limited Pay Policy, the Sum Assured on Death is the highest of:

- 11 times of the Annualised Premium; or
- 105% of Total Premiums Paid as on the date of death; or
- Absolute Amount Assured to be Paid on Death

For Single Premium Policy the Sum Assured on Death is the highest of:

- 125% of Single premium; or
- Absolute Amount Assured to be Paid on Death

Absolute Amount Assured to be Paid on Death is the Effective Sum Assured as on the date of death. The Effective Sum Assured reflects any increase or reduction in Sum Assured of the Policy, in accordance with the Plan Option chosen by the Policyholder as per the Policy Schedule.

- *If Plan Option 1, Plan Option 2, Plan Option 3 or Plan Option 4 is chosen as per the Policy Schedule, the Effective Sum Assured is the same as Sum Assured chosen at inception of Policy.*
- *If Plan Option 5 is chosen as per the Policy Schedule, the Effective Sum Assured is the Sum Assured chosen at inception escalating at the chosen Sum Assured Escalation Rate at each Policy Anniversary.*
- *If Plan Option 6 is chosen as per the Policy Schedule, the Effective Sum Assured is the Sum Assured at inception before the Policy Anniversary falling post the chosen Retirement Age of the Life Insured and Sum Assured at inception reduced by the Sum Assured Reduction Factor after the Policy Anniversary falling post the Retirement Age of the Life Insured.*

**3. Terminal Illness**

In case the Life Insured is diagnosed with a Terminal Illness while the Policy is in force and provided the Life Insured has not exceeded the Age of 80 years, a 50% of the applicable Sum Assured on Death subject to a maximum of Rs. 2 Crore shall be paid immediately in lump sum to the Policyholder. During the survival of the Life Insured post the diagnosis of Terminal Illness, all future due Premiums shall be automatically waived under the Policy.

On subsequent death of the Life Insured during the Policy Term, the Sum Assured on Death shall be reduced by the amount of Terminal Illness Benefit already paid.

Terminal Illness benefit shall only be payable on the first diagnosis of any Terminal Illness of the Life Insured during the Policy Term.

**4. Waiver of Premium on Critical Illness or Total & Permanent Disability**

*For Plan Options 1 to 3 or 5 or 6:* Not applicable

*For Plan Option 4:*

In case the Life Insured is diagnosed with the specified critical illness or of total & permanent disability (TPD), whichever is earlier while the Policy is in force and provided the Life Insured has not exceeded the Age of 65 years at the date of diagnosis, all future due Premiums shall be automatically waived under the Policy.

The policy will continue with full benefits till the Policy Maturity Date as shown in the Policy Schedule. In the unfortunate event the Life Insured dies before the Policy Maturity Date, the company will be liable to pay to the Nominee the applicable Death Benefit.

**4.1 “Critical Illness”** under this section means *any of the following listed illnesses:***1. “Myocardial Infarction (First Heart Attack of specified severity)”**

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- I. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- II. New characteristic electrocardiogram changes
- III. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- I. Other acute Coronary Syndromes
- II. Any type of angina pectoris
- III. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

**2. “Cancer of Specified Severity”**

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- I. 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.
- II. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- III. Malignant melanoma that has not caused invasion beyond the epidermis;
- IV. 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
- V. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- VI. Chronic lymphocytic leukaemia less than RAI stage 3
- VII. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- VIII. 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;

**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:

- I. Transient ischemic attacks (TIA)
- II. Traumatic injury of the brain
- III. Vascular disease affecting only the eye or optic nerve or vestibular functions.

**4. “Major Organ / Bone Marrow Transplant”**

The actual undergoing of a transplant of:

- I. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- II. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- I. Other stem-cell transplants
- II. Where only islets of langerhans are transplanted

**5. “Permanent Paralysis of Limbs”**

Total and irreversible loss of use of two or more limbs as a result of Injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

**6. "Parkinson's Disease"**

A definite diagnosis of primary idiopathic Parkinson's disease, which is evidenced by at least two out of the following clinical manifestations:

- Muscle rigidity
- Tremor
- Bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses)

Idiopathic Parkinson's disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily

Living for a continuous period of at least 3 months despite adequate drug treatment.

Activities of Daily Living are:

- 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.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist.

The implantation of a neurostimulator to control symptoms by deep brain stimulation is, independent of the Activities of Daily Living, covered under this definition. The implantation must be determined to be medically necessary by a Consultant Neurologist or Neurosurgeon.

For the above definition, the following are not covered:

- Secondary parkinsonism (including drug- or toxin-induced parkinsonism)
- Essential tremor

**7. "Multiple Sclerosis with Persisting Symptoms"**

The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- I. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and;
- II. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Neurological damage due to SLE is excluded.

**8. "Alzheimer's Disease"**

A definite diagnosis of Alzheimer's disease evidenced by all of the following:

- Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
- Personality change
- Gradual onset and continuing decline of cognitive functions
- No disturbance of consciousness
- Typical neuropsychological and neuroimaging findings (e.g. CT scan)

The disease must require constant supervision (24 hours daily). The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- Other forms of dementia due to brain or systemic disorders or psychiatric conditions

**9. "End Stage Lung Failure"**

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- I. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- II. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- III. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO<sub>2</sub> < 55mmHg); and
- IV. Dyspnea at rest.

**10. "Muscular Dystrophy"**

A definite diagnosis of one of the following muscular dystrophies:

- Duchenne Muscular Dystrophy (DMD)
- Becker Muscular Dystrophy (BMD)
- Emery-Dreifuss Muscular Dystrophy (EDMD)
- Limb-Girdle Muscular Dystrophy (LGMD)
- Facioscapulohumeral Muscular Dystrophy (FSHD)
- Myotonic Dystrophy Type 1 (MMD or Steinert's Disease)
- Oculopharyngeal Muscular Dystrophy (OPMD)

The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- 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.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings.

For the above definition, the following are not covered:

Myotonic Dystrophy Type 2 (PROMM) and all forms of myotonia

**11. "Open Chest CABG"**

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breastbone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded: Angioplasty and/or any other intra-arterial procedures

**12. "Coma of Specified Severity"**

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- I. no response to external stimuli continuously for at least 96 hours;
- II. life support measures are necessary to sustain life; and
- III. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

**13. "Kidney Failure Requiring Dialysis"**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted, or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

**14. "End Stage Liver Failure"**

Permanent and irreversible failure of liver function that has resulted in all three of the following:

- I. Permanent jaundice; and
- II. Ascites; and
- III. Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

**Total and Permanent Disability**

"Total and Permanent Disability" is defined as the loss of the physical ability through an illness or Injury to do at least 3 of the 6 tasks listed below ever again. The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The insured person must need the help or supervision of another person and be unable to perform the Activities of Daily Living on their own.

# Aditya Birla Sun Life Insurance

## Poorna Suraksha Kawach Plan

A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan

## POLICY CONTRACT

The activities are:

1. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Getting in and out of bed - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
5. Feeding oneself - the ability to feed oneself once food has been prepared and made available.
6. Getting between rooms – the ability to move indoors from room to room on level surface.

Total and Permanent Disability must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled. In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit can be claimed only once in the life time starting from the first year.

### 5. Survival Benefit

For Plan Options 1 or 2 or 4 or 5 or 6: Not applicable

For Plan Option 3, provided the Policy is in force, and in the event that the Life Insured survives till the Policy Anniversary falling after the Life Insured's chosen Retirement Age, Survival Benefit equal to Total Premiums Payable will be paid as a lump-sum.

### 6. Maturity Benefit

For Plan Options 1 or 3 to 6: Not Applicable

For Plan Option 2, and in the event that the Life Insured is alive as on Policy Maturity Date, the Sum Assured on Maturity equal to the Total Premiums Payable under the Policy will be paid to the Policyholder.

### 7. Accelerated Critical Illness (ACI) Benefit

If the Policyholder has chosen the Accelerated Critical Illness Benefit as per the Policy Schedule, then on the first time Diagnosis of a specified Critical Illness (as mentioned in the Table 7.1 below), provided the Policy is in force and the Life Insured has been Diagnosed with Critical Illness after a waiting period of 90 days from the Risk Commencement Date or Policy Issue Date or date of Revival of the Policy, whichever is later, a lump sum benefit equal to the Accelerated Critical Illness Benefit Sum Assured will be payable to the Policyholder.

Upon payment of the ACI Benefit Sum Assured, the Death Benefit will be reduced for the ACI benefit already paid, for the rest of the Policy Term and the Policy will continue provided all premiums are paid in full on due dates. Future premiums payable under the Policy for Death Benefit will also reduce proportionately and in the same proportion as Death Benefit is reduced post payment of ACI Benefit Sum Assured.

#### 7.1. List of Critical Illness covered under Accelerated Critical Illness (ACI) Benefit

Sr. No	List of Critical Illnesses	Sr. No	List of Critical Illnesses
1	Cancer of Specified Severity	22	Alzheimer's Disease
2	Myocardial Infarction (First Heart Attack of Specific Severity)	23	Aplastic Anaemia
3	Open Chest CABG	24	Medullary Cystic Disease
4	Open Heart Replacement or Repair of Heart Valves	25	Parkinson's Disease
5	Coma of Specified Severity	26	Systemic Lupus Erythematosus - with Lupus Nephritis
6	Kidney Failure Requiring Regular Dialysis	27	Apallic Syndrome
7	Stroke Resulting in Permanent Symptoms	28	Major Surgery of the Aorta
8	Major Organ /Bone Marrow Transplant	29	Fulminant Viral Hepatitis - resulting in acute liver failure
9	Permanent Paralysis of Limbs	30	Primary Cardiomyopathy
10	Motor Neuron Disease with Permanent Symptoms	31	Muscular Dystrophy - resulting in permanent loss of physical abilities
11	Multiple Sclerosis with Persisting Symptoms	32	Poliomyelitis - resulting in paralysis
12	Benign Brain Tumor	33	Sporadic Creutzfeldt-Jakob Disease (sCJD)
13	Blindness	34	Chronic Recurring Pancreatitis
14	Deafness	35	Bacterial Meningitis - resulting in persistent symptoms

# Aditya Birla Sun Life Insurance

## Poorna Suraksha Kawach Plan

A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan

## POLICY CONTRACT

15	End Stage Lung Failure	36	Chronic Adrenocortical Insufficiency (Addison's Disease)
16	End Stage Liver Failure	37	Loss of Independent Existence
17	Loss of Speech	38	Encephalitis
18	Loss of Limbs	39	Progressive supranuclear palsy
19	Major Head Trauma	40	Severe Rheumatoid arthritis
20	Primary (Idiopathic) Pulmonary Hypertension	41	Scleroderma
21	Third Degree Burns	42	Systematic lupus Erythematosus with Renal Involvement

### 7.2. Terms and Conditions under Accelerated Critical Illness (ACI) Benefit

- No Accelerated Critical Illness Benefit will be payable if the Critical Illness is Diagnosed within the Waiting Period of 90 days from Risk Commencement Date or Revival Date of the Policy, whichever is later.
- Except as stated in this Clause, the Accelerated Critical Illness (ACI) Benefit is payable only once during the Accelerated Critical Illness Benefit Term. Only one valid Accelerated Critical Illness Benefit claim will be admissible and payable under the Policy for all conditions.
- Accelerated Critical Illness (ACI) Sum Assured will always be paid as a lump-sum benefit and on the payment of Accelerated Critical Illness (ACI) Sum Assured the ACI benefit cover will be terminated.
- The Premium applicable for Accelerated Critical Illness (ACI) Benefit and as shown in the Policy Schedule is guaranteed for 5 years and may be reviewed by Us thereafter, subject to prior approval from IRDAI. Once revised, the new premium rates become guaranteed for a period of next 5 years
- The Policyholder can discontinue the Accelerated Critical Illness (ACI) Benefit at any time during the Policy Term. Upon discontinuance of Accelerated Critical Illness (ACI) Benefit, the Base Policy will continue as per the Plan Option opted by You.
- ACI Benefit option is available at inception with all Plan Options.
- ABSLI Critical Illness Rider cannot be opted if this option is chosen.
- The maximum maturity Age for ACI Benefit is 70 years (age last birthday).
- The ACI Cover Period cannot exceed the Premium Paying Term of the Policy. Hence, the ACI Cover Period is:-  
ACI Cover Period = Minimum [Premium Paying Term, 70 – Entry Age]
- ACI benefit option is not available with Single Pay Premium Paying Term policies
- ACI benefit will cease on payment of the ACI Sum Assured.
- Premium payment on account of ACI Benefit will cease after payment of ACI Sum Assured. Additionally, future premiums payable under the base Policy will reduce proportionately.

### 7.3. Termination of Accelerated Critical Illness (ACI) Benefit:

The Accelerated Critical Illness (ACI) Benefit will terminate immediately upon the occurrence of any of the following events, whichever is the earliest

- At the end of Accelerated Critical Illness (ACI) Benefit Term,
- At the end of the Premium Payment Term of the Policy,
- On attainment of Age 70 years by the Life Insured,
- On payment of the Accelerated Critical Illness (ACI) Benefit,
- On death of the Life Insured,
- If the policy has not acquired a Surrender value for Plan Options 2 and 3 or unexpired risk premium value for Plan Options 1,4,5,6, the date on which the Revival period ends
- The date of payment of the Surrender Benefit, if any,
- The date of payment of free look cancellation amount;
- The date on which the Policyholder chooses to opt out or discontinue the Accelerated Critical Illness (ACI) Benefit.

### 7.4. Critical Illness Definitions applicable for ACI Benefit

#### 1. **Cancer of Specified Severity**

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes 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;
- 2. Myocardial Infarction (First Heart Attack of Specific Severity)**  
The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
- A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
  - New characteristic electrocardiogram changes
  - Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- The following are excluded:
- Other acute Coronary Syndromes
  - Any type of angina pectoris
  - A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.
- 3. Open Chest CABG**  
The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.  
The following are excluded: Angioplasty and/or any other intra-arterial procedures
- 4. Open Heart Replacement or Repair Of Heart Valves**  
The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.
- 5. Coma of Specified Severity**  
A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
- no response to external stimuli continuously for at least 96 hours;
  - life support measures are necessary to sustain life; and
  - permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
  - The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.
- 6. 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 (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.
- 7. 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:
- Transient ischemic attacks (TIA)
  - Traumatic injury of the brain
  - Vascular disease affecting only the eye or optic nerve or vestibular functions.
- 8. Major Organ /Bone Marrow Transplant**  
The actual undergoing of a transplant of:
- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- The following are excluded:
- Other stem-cell transplants
  - Where only islets of langerhans are transplanted

**9. Permanent Paralysis of Limbs**

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

**10. Motor Neuron Disease with Permanent Symptoms**

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

**11. Multiple Sclerosis with Persisting Symptoms**

The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- Neurological damage due to SLE is excluded.

**12. Benign Brain Tumor**

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed imaging studies such as CT scan or MRI. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumor.

The following conditions are excluded: Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

**13. Blindness**

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or Accident. The Blindness is evidenced by:

- corrected visual acuity being 3/60 or less in both eyes or ;
- the field of vision being less than 10 degrees in both eyes.

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

**14. Deafness**

Total and irreversible loss of hearing in both ears as a result of illness or Accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.

**15. End Stage Lung Failure**

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO<sub>2</sub> < 55mmHg); and
- Dyspnea at rest.

**16. 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.

**17. Loss Of Speech**

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

**18. Loss Of Limbs**

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. 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 Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

**19. Major Head Trauma**

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the Accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The Accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

- 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;
- Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility: the ability to move indoors from room to room on level surfaces;
- Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- Feeding: the ability to feed oneself once food has been prepared and made available. The following are excluded: Spinal cord injury

**20. Primary (Idiopathic) Pulmonary Hypertension**

An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

The NYHA Classification of Cardiac Impairment are as follows:

- Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

**21. Third Degree Burns**

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

**22. Alzheimer's Disease**

A definite diagnosis of Alzheimer's disease evidenced by all of the following:

- Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
- Personality change
- Gradual onset and continuing decline of cognitive functions
- No disturbance of consciousness
- Typical neuropsychological and neuroimaging findings (e.g. CT scan)

The disease must require constant supervision (24 hours daily) [before Age 65]. The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- Other forms of dementia due to brain or systemic disorders or psychiatric conditions.

**23. Aplastic Anaemia**

A definite diagnosis of aplastic anaemia resulting in severe bone marrow failure with anaemia, neutropenia and thrombocytopenia. The condition must be treated with blood transfusions and, in addition, with at least one of the following:

- Bone marrow stimulating agents
- Immunosuppressants
- Bone marrow transplantation
- The diagnosis must be confirmed by a Consultant Haematologist and evidenced by bone marrow histology.

**24. Medullary Cystic Disease**

A definite diagnosis of medullary cystic disease evidenced by all of the following:

- Ultrasound, MRI or CT scan showing multiple cysts in the medulla and corticomedullary region of both kidneys
- Typical histological findings with tubular atrophy, basement membrane thickening and cyst formation in the corticomedullary junction

- Glomerular filtration rate (GFR) of less than 40 ml/min (MDRD formula)
- The diagnosis must be confirmed by a Consultant Nephrologist.
- For the above definition, the following are not covered:
- Polycystic kidney disease
- Multicystic renal dysplasia and medullary sponge kidney
- Any other cystic kidney disease

**25. Parkinson's Disease**

A definite diagnosis of primary idiopathic Parkinson's disease, which is evidenced by at least two out of the following clinical manifestations:

- Muscle rigidity
  - Tremor
  - Bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses)
- Idiopathic Parkinson's disease must result [before Age 65] in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months despite adequate drug treatment.

Activities of Daily Living are:

- 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.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist.

The implantation of a neurostimulator to control symptoms by deep brain stimulation is, independent of the Activities of Daily Living, covered under this definition. The implantation must be determined to be medically necessary by a Consultant Neurologist or Neurosurgeon.

or the above definition, the following are not covered:

- Secondary parkinsonism (including drug- or toxin-induced parkinsonism)
- Essential tremor

**26. Systemic Lupus Erythematosus - with Lupus Nephritis**

A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:

- Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
- Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
- Continuous treatment with corticosteroids or other immunosuppressants
- Additionally, one of the following organ involvements must be diagnosed:
- Lupus nephritis with proteinuria of at least 0.5 g/day and a glomerular filtration rate of less than 60 ml/min (MDRD formula)
- Libman-Sacks endocarditis or myocarditis
- Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings. Headaches, cognitive and psychiatric abnormalities are specifically excluded.

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.

or the above definition, the following are not covered:

- Discoid lupus erythematosus or subacute cutaneous lupus erythematosus
- Drug-induced lupus erythematosus

**27. Apallic Syndrome**

A vegetative state is absence of responsiveness and awareness due to dysfunction of the cerebral hemispheres, with the brain stem, controlling respiration and cardiac functions, remaining intact. The definite diagnosis must be evidenced by all of the following:

Complete unawareness of the self and the environment

Inability to communicate with others

No evidence of sustained or reproducible behavioural responses to external stimuli

Preserved brain stem functions

Exclusion of other treatable neurological or psychiatric disorders with appropriate neurophysiological or neuropsychological tests or imaging procedures

The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

**28. Major Surgery of the Aorta**

The undergoing of surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta. Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers–Danlos syndrome)
- Surgery following traumatic injury to the aorta

**29. Fulminant Viral Hepatitis - resulting in acute liver failure**

A definite diagnosis of fulminant viral hepatitis evidenced by all of the following:

- Typical serological course of acute viral hepatitis
- Development of hepatic encephalopathy
- Decrease in liver size
- Increase in bilirubin levels
- Coagulopathy with an international normalized ratio (INR) greater than 1.5
- Development of liver failure within 7 days of onset of symptoms
- No known history of liver disease
- The diagnosis must be confirmed by a Consultant Gastroenterologist.

For the above definition, the following are not covered:

- All other non-viral causes of acute liver failure (including paracetamol or aflatoxin intoxication)
- Fulminant viral hepatitis associated with intravenous drug use

**30. Primary Cardiomyopathy**

A definite diagnosis of one of the following primary cardiomyopathies:

- Dilated Cardiomyopathy
- Hypertrophic Cardiomyopathy (obstructive or non-obstructive)
- Restrictive Cardiomyopathy
- Arrhythmogenic Right Ventricular Cardiomyopathy

The disease must result in at least one of the following:

- Left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least 3 months.
- Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification) over a period of at least 6 months.
- Implantation of an Implantable Cardioverter Defibrillator (ICD) for the prevention of sudden cardiac death

The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram, cardiac MRI or cardiac CT scan findings. The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined to be medically necessary by a Consultant Cardiologist.

For the above definition, the following are not covered:

- Secondary (ischaemic, valvular, metabolic, toxic or hypertensive) cardiomyopathy
- Transient reduction of left ventricular function due to myocarditis
- Cardiomyopathy due to systemic diseases
- Implantation of an Implantable Cardioverter Defibrillator (ICD) due to primary arrhythmias (e.g. Brugada or Long-QT-Syndrome)

**31. Muscular Dystrophy - resulting in permanent loss of physical abilities**

A definite diagnosis of one of the following muscular dystrophies:

- Duchenne Muscular Dystrophy (DMD)
- Becker Muscular Dystrophy (BMD)
- Emery-Dreifuss Muscular Dystrophy (EDMD)
- Limb-Girdle Muscular Dystrophy (LGMD)
- Facioscapulohumeral Muscular Dystrophy (FSHD)
- Myotonic Dystrophy Type 1 (MMD or Steinert's Disease)
- Oculopharyngeal Muscular Dystrophy (OPMD)

The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- 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.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise

managing bowel and bladder function.

- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings.

For the above definition, the following are not covered:

Myotonic Dystrophy Type 2 (PROMM) and all forms of myotonia

### **32. Poliomyelitis - resulting in paralysis**

A definite diagnosis of acute poliovirus infection resulting in paralysis of the limb muscles or respiratory muscles. The paralysis must be medically documented for at least 3 months from the date of diagnosis.

The diagnosis must be confirmed by a Consultant Neurologist and supported by laboratory tests proving the presence of the poliovirus.

For the above definition, the following are not covered:

- Poliovirus infections without paralysis
- Other enterovirus infections
- Guillain-Barré syndrome or transverse myelitis

### **33. Sporadic Creutzfeldt-Jakob Disease (sCJD)**

A diagnosis of sporadic Creutzfeldt-Jakob disease, which has to be classified as “probable” by all of the following criteria:

- Progressive dementia
- At least two out of the following four clinical features: myoclonus, visual or cerebellar signs, pyramidal/extrapyramidal signs, akinetic mutism
- Electroencephalogram (EEG) showing sharp wave complexes and/or the presence of 14-3-3 protein in the cerebrospinal fluid
- No routine investigations indicate an alternative diagnosis

The diagnosis must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- Iatrogenic or familial Creutzfeldt-Jakob disease
- Variant Creutzfeldt-Jakob disease (vCJD)

### **34. Chronic Recurring Pancreatitis**

A definite diagnosis of severe chronic pancreatitis evidenced by all of the following:

- Exocrine pancreatic insufficiency with weight loss and steatorrhoea
- Endocrine pancreatic insufficiency with pancreatic diabetes
- Need for oral pancreatic enzyme substitution

These conditions have to be present for at least 3 months. The diagnosis must be confirmed by a Consultant Gastroenterologist and supported by imaging and laboratory findings (e.g. faecal elastase).

For the above definition, the following are not covered:

- Chronic pancreatitis due to alcohol or drug use
- Acute pancreatitis

### **35. Bacterial Meningitis - resulting in persistent symptoms**

A definite diagnosis of bacterial meningitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.

For the above definition, the following are not covered:

Aseptic, viral, parasitic or non-infectious meningitis

### **36. Chronic Adrenocortical Insufficiency (Addison's Disease)**

Chronic autoimmune adrenal insufficiency is an autoimmune disorder causing gradual destruction of the adrenal gland resulting in inadequate secretion of steroid hormones. A definite diagnosis of chronic autoimmune adrenal insufficiency which must be confirmed by a Consultant Endocrinologist and supported by all of the following diagnostic tests:

- ACTH stimulation test
- ACTH, cortisol, TSH, aldosterone, renin, sodium and potassium blood level

For the above definition, the following are not covered:

- Secondary, tertiary and congenital adrenal insufficiency
- Adrenal insufficiency due to non-autoimmune causes (such as bleeding, infections, tumours, granulomatous disease or surgical removal)

### **37. Loss of Independent Existence**

A definite diagnosis [before Age 65] of a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- 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.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis has to be confirmed by a Specialist.

**38. Encephalitis**

A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.

For the above definition, the following are not covered:

- Encephalitis in the presence of HIV
- Encephalitis caused by bacterial or protozoal infections
- Myalgic or paraneoplastic encephalomyelitis

**39. Progressive supranuclear palsy**

Progressive supranuclear palsy occurring independently of all other causes and resulting in permanent neurological deficit, which is directly responsible for a permanent inability to perform at least two (2) of the Activities of Daily Living. The diagnosis of the Progressive Supranuclear Palsy must be confirmed by a registered Medical Practitioner who is a neurologist.

**40. Severe Rheumatoid arthritis**

A definite diagnosis of rheumatoid arthritis evidenced by all of the following:

- Typical symptoms of inflammation (arthralgia, swelling, tenderness) in at least 20 joints over a period of 6 weeks at the time of diagnosis
- Rheumatoid factor positivity (at least twice the upper normal value) and/or presence of anti-citrulline antibodies
- Continuous treatment with corticosteroids
- Treatment with a combination of “Disease Modifying Anti-Rheumatic Drugs” (e.g. methotrexate plus sulfasalazine/leflunomide) or a TNF inhibitor over a period of at least 6 months

The diagnosis must be confirmed by a Consultant Rheumatologist.

For the above definition, the following are not covered:

- Reactive arthritis, psoriatic arthritis and activated osteoarthritis

**41. Scleroderma**

A definite diagnosis of scleroderma evidenced by all of the following:

- Typical laboratory findings (e.g. anti-Scl-70 antibodies)
  - Typical clinical signs (e.g. Raynaud’s phenomenon, skin sclerosis, erosions)
  - Continuous treatment with corticosteroids or other immunosuppressants
- Additionally, one of the following organ involvements must be diagnosed:
- Lung fibrosis with a diffusing capacity (DCO) of less than 70% of predicted
  - Pulmonary hypertension with a mean pulmonary artery pressure of more than 25 mmHg at rest measured by right heart catheterisation
  - Chronic kidney disease with a glomerular filtration rate of less than 60 ml/min (MDRD-formula)
  - Echocardiographic signs of significant left ventricular diastolic dysfunction

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.

For the above definition, the following are not covered:

- Localized scleroderma without organ involvement
- Eosinophilic fasciitis
- CREST-Syndrome

**42. Systematic lupus Erythematosus with Renal Involvement**

A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:

- Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
- Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
- Continuous treatment with corticosteroids or other immunosuppressants

**Aditya Birla Sun Life Insurance**  
**Poorna Suraksha Kawach Plan**

*A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan*

**POLICY CONTRACT**

Additionally, one of the following organ involvements must be diagnosed:

- Lupus nephritis with proteinuria of at least 0.5 g/day and a glomerular filtration rate of less than 60 ml/min (MDRD formula)
- Libman-Sacks endocarditis or myocarditis
- Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings. Headaches, cognitive and psychiatric abnormalities are specifically excluded. The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist. For the above definition, the following are not covered:
- Discoid lupus erythematosus or subacute cutaneous lupus erythematosus
- Drug-induced lupus erythematosus

**7.5. Exclusions applicable for Accelerated Critical Illness (ACI) Benefit:**

The Life Insured shall not be entitled to any Accelerated Critical Illness (ACI) Benefits if the covered Critical Illness results either directly or indirectly from any of the following causes:

- Any Pre-Existing Disease. "Pre-existing Disease" means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the Policy issued by the insurer or its latest Revival date, whichever is later; OR
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the Policy or its latest Revival date, whichever is later. This exclusion shall not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception;
- Any sickness-related condition manifesting itself within 90 days from the Policy Issue Date or its latest Revival date, whichever is later;
- Any sexually transmitted diseases;
- Any congenital condition
- Suicide or attempted suicide or self-inflicted injury, irrespective of mental condition;
- Participation in a criminal, unlawful or illegal activity;
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered medical practitioner acceptable to us;
- Nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or Accident arising from such nature;
- 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.
- Taking part in any naval, military or air force operation during peace time.
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 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

**8. One time Exit Value (OTEV)**

Where Plan Option 1 or 4 to 6 have been chosen by the Policyholder and the same is in force under the Policy, the Policyholder will have an option to exit his/her Policy by taking a One-Time Exit Value, where the Policyholder shall be returned an amount equal to the Total Premiums Paid as a lumpsum benefit. The Policyholder can exercise this option in any Policy Year greater than 30 years, but not during the last 5 Policy Years. Surrender value of the add-on options, if any, will be paid along with the One-Time Exit Value. The policy shall stand terminated after payment of the One-Time Exit Value.

**9. Grace Period**

The Premium is due and payable by the due date specified in the Schedule. If the Premium is not paid by the due date, You may pay the same during the Grace Period of 30 days (15 days in case of monthly mode) without any penalty or late fee.

The insurance coverage continues during the Grace Period, however, in case of occurrence of death or Terminal Illness or Critical Illness during the Grace Period, the Company shall be entitled to deduct the unpaid Premium from the Benefits payable under the Policy.

**PART D – POLICY TERMS AND CONDITIONS****POLICY PROVISIONS****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.

**2. Lapsation of Policy****2.1. If Plan Option 1 or 4 or 5 or 6 is chosen as per the Policy Schedule:**

- For Regular Pay and Limited Pay Policy

If we do not receive the entire Instalment Premium by the end of the Grace Period anytime during the Premium Payment Term, this Policy shall become a Lapsed Policy and all benefits will cease immediately. The lapse date is the date the first unpaid premium was due. You will be given a period of five years from the lapse date to revive Your Lapsed Policy.

- For Single Premium  
Not applicable

**2.2. If Plan Option 2 or 3 is chosen as per the Policy Schedule:**

- For Regular Pay and Limited Pay Policy

If we do not receive the due Instalment Premium by the end of the Grace Period during the first two Policy Years, this Policy shall become a Lapsed Policy from the due date of first unpaid Instalment Premium and thereafter no benefits will be payable under the Policy.

- For Single Premium  
Not applicable

You will be given a period of five years from the lapse date to revive Your Lapsed Policy.

**3. Reduced Paid-Up Benefit****3.1. If Plan Option 1 or 4 or 5 or 6 is chosen as per the Policy Schedule:**

This Policy does not acquire any Reduced Paid-Up benefit.

**3.2. If Plan Option 2 or 3 is chosen as per the Policy Schedule:**

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 anytime afterwards, this Policy will not become a Lapsed Policy but will continue with Reduced Paid-Up Benefits after the expiry of the Grace Period as specified below unless revived. However, the Accelerated Critical Illness benefit cover will lapse and no Accelerated Critical Illness benefit will be payable thereafter.

The RPU Terminal Illness Benefit, RPU Survival Benefit, RPU Sum Assured, RPU Effective Sum Assured and RPU Sum Assured on Maturity shall be equal to the Terminal Illness Benefit, Survival Benefit, Sum Assured, Effective Sum Assured and Sum Assured on Maturity respectively, multiplied by the ratio of:

- The number of Instalment Premiums paid to date; over
- The total number of Instalment Premiums originally due for the Policy Term.

After the policy has become RPU, the benefits payable will be amended as follows:

**Death Benefit for RPU policies:**

If the Life Insured dies during the Policy Term, the RPU Death Benefit will be the RPU Effective Sum Assured as on the date of death less any previously paid Terminal Illness benefit and/ or ACI Benefit.

**Terminal Illness Benefit for RPU Policies:**

In the event that the Life Insured is diagnosed with a Terminal Illness during the term of the policy, provided the policy is in-force, the benefit payable shall be the RPU Terminal Illness Benefit applicable at that time.

**Survival Benefit for RPU Policies:**

*For Plan Option 3:*

The RPU Survival Benefit is payable at the policy anniversary falling after the Life Insured's chosen Retirement Age.

## Aditya Birla Sun Life Insurance

### Poorna Suraksha Kawach Plan

A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan

## POLICY CONTRACT

#### **Maturity Benefit for RPU Policies:**

*For Plan Option 2:*

The RPU Sum Assured at Maturity

#### **4. Revival**

To revive the Policy, You must pay all unpaid installment premiums due till date plus interest. We will charge the interest for Policy Revival at a rate declared by us determined as  $(x+1\%)/12$  rounded to the nearest 0.1%, where x is the base rate of the State Bank of India. The Revival will be effected on receipt of the evidence of insurability satisfactory to us with respect to the Life Insured. We may call for additional information /documents to process the Revival request. We reserve the right not to revive the Policy on original terms based on the underwriting decision. The effective date of Revival is when these requirements are met and approved by us. The interest rate, as declared on June 1st, 2022, is 1% per month compounded annually.

#### **5. Surrender Benefit**

The surrender benefit available under the product varies by the Option chosen. The policy will terminate upon payment of this benefit.

##### **5.1. If Plan Option 1 or 4 or 5 or 6 is chosen as per the Policy Schedule:**

We will pay an amount equal to the Unexpired Risk Premium Value on Surrender which is as follows:

For Regular Pay Policy,

Unexpired Risk Premium Value will be zero.

For a Limited Pay Policy,

If a Policy is surrendered during the Premium Payment Term, no benefit shall be payable, however, upon Surrender of the Policy after completion of the Premium Payment Term, provided all due premiums have been paid in full, we shall pay You an Unexpired Risk Premium Value. Under Single Premium option, we shall pay You the Unexpired Risk Premium Value upon Surrender any time after the Policy is issued.

Where unexpired risk premium Value is calculated as

$$\text{Unexpired Risk Premium Value Factor} \times \text{Total Premiums Paid} \times \frac{\text{Outstanding Term (in months)}}{\text{Policy Term (in months)}}$$

- The Outstanding Term (in months) is calculated as the number of whole months from the date of Surrender to the end of the Policy Term.
- Unexpired risk premium value factor is 35%

##### **5.2. If Plan Option 2 is chosen as per the Policy Schedule**

For a Limited Pay Policy and Regular Pay Policy,

The Policy shall acquire a Surrender Value provided all the due Premiums for the first two Policy Years have been received and applied by Us on or after the due dates.

For a Single Pay Policy, we shall pay You the Surrender Value upon Surrender any time after the Policy is issued.

The Policyholder can Surrender the Policy any time before the end of Policy Term. Upon Surrender of this Policy, Your 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 (GSV) and Special Surrender Value (SSV).

The Guaranteed Surrender Value (GSV) shall be a percentage of Total Premiums Paid.

Your Policy also acquires a non-guaranteed Special Surrender Value (SSV). Any change in method/ formula for calculating the SSV is subject to prior approval from the Authority.

The GSV Factors applicable to Your Policy are given in Appendix I.

To know the Surrender Value for Your Policy You can get in touch with Your advisor, or the nearest Branch Office or our Customer Service Team.

#### **6. Policy Loan**

This Policy does not provide for any loan facility.

**Aditya Birla Sun Life Insurance**  
**Poorna Suraksha Kawach Plan**

*A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan*

**POLICY CONTRACT**

**7. Termination of Policy**

Your Policy will terminate at the earliest of:

- (a) the date of settlement of the Death Benefit
- (b) the date of payment of the Surrender Benefit, or the date of payment of the One-Time Exit Value; if any; or
- (c) If the Policy has not acquired a Surrender Value for Plan Options 2 and 3 or Unexpired Risk Premium Value for Plan Options 1,4,5,6, the date on which the Revival period ends
- (d) The date of maturity of the Policy; or
- (e) The date on which the Sum Assured on death has completely been paid out through Accelerated Critical Illness (ACI) Benefit and/ or Terminal Illness claim
- (f) The date of payment of free look cancellation amount.

SAMPLE



**Aditya Birla Sun Life Insurance**

**Poorna Suraksha Kawach Plan**

*A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan*

**POLICY CONTRACT**

**PART E – POLICY CHARGES**

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

SAMPLE

**PART F – GENERAL TERMS AND CONDITIONS****GENERAL PROVISIONS****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, any medical report form and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the contract. Only our authorized officers can agree to any change in the contract and the same shall become enforceable only when they are given in writing by the authorized officers.

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

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.

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

**2. 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.

**3. Issuance of Duplicate Policy**

The Policyholder can request for a duplicate copy of the Policy at ABSLI offices. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond on stamp paper. There will be no additional charges for issuance of the duplicate Policy.

**4. Assignment**

Allowed as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.

For more details on the assignment, please refer to Annexure A.

**5. 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.

**6. Claim Procedures**

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

- Original Policy document
- Claimant's statement/ Claim form in prescribed format
- Death Certificate (only in the case of the death of the Life Insured) issued by Municipal Authority/Gram Panchayat
- Medical Attendant's Certificate, if any
- Employer's Certificate, if applicable
- Documentary Evidence Establishing Beneficiary's Relationship with Life Insured & Beneficiary Identity Proof
- Copy of pre- printed bank passbook/pre- printed cancelled cheque / Account statement
- Copies of Medical Reports of last and previous hospitalizations, if any
- For Accident cases – First Information Report, Post-mortem Report and Police Inquest Form

For Rider or Hospital/Surgical care claims process and documentation, please refer our website <https://lifeinsurance.adityabirlacapital.com/> or Customer Portal.

For processing Maturity claim under this Policy, Maturity proceeds shall be credited in Policyholder's bank account as per the bank details available in our records. In case of any change in the bank details You are requested to update the bank details by submitting a request at the nearest Aditya Birla Sun Life Insurance Co. Ltd. branch office or through our website <https://lifeinsurance.adityabirlacapital.com/> or Customer Portal or any other mode as allowed by the company.

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. However, delay in intimation of the genuine claim by the claimant may be condoned by the Company.

## Aditya Birla Sun Life Insurance

### Poorna Suraksha Kawach Plan

A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan

## POLICY CONTRACT

Any person claiming the benefits can download the claim request documents from our website <https://lifeinsurance.adityabirlacapital.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.

#### 7. **Taxation**

Tax benefits may be available as per prevailing tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be; and
- recover levies, taxes, cesses and duties including but not limited to GST from You or adjust the same from the amounts paid by You or accrued or payable to You under the Policy.

#### 8. **Suicide**

In case the Life Insured, 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/ unexpired risk premium value, higher of Surrender Value/unexpired risk premium 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/ unexpired risk premium value, Total Premiums Paid plus underwriting extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date of death.

#### 9. **Terminal Illness Benefit Exclusion**

The Life Insured will not be entitled to any Terminal Illness benefit if it is caused directly or indirectly due to or occasioned, accelerated or aggravated by intentional self-inflicted injury or attempted suicide, whether medically sane or insane.

##### a) **Total Permanent Disability and Critical Illness Benefit Exclusion**

Life Insured shall not be entitled to any benefits if Total Permanent disability or covered critical illness results either directly or indirectly from any of the following causes:

- Any Pre-Existing Disease. "Pre-existing Disease" means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its latest revival date; OR
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its latest revival date.This exclusion will not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception.
- Any sickness-related condition manifesting itself within 90 days from the policy commencement date or its latest revival date, whichever is later;
- Any sexually transmitted diseases;
- Suicide or attempted suicide or self-inflicted injury, irrespective of mental condition;
- Participation in a criminal, unlawful or illegal activity;
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered Medical Practitioner acceptable to us;
- Nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

##### b) **Additional Total Permanent Disability Benefit Exclusion**

In addition to the common exclusions above, Life Insured shall not be entitled to receive Total Permanent Disability benefits, if it results either directly or indirectly from:

Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race, underwater activities involving the use of breathing apparatus or not, martial arts, hunting, mountaineering, parachuting, bungee jumping

#### 10. **Fraud and Misstatement**

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

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

You may register Your grievance or complaint with 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 One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll-free no. 1-800-270-7000 or on Whatsapp no. 8828800040 or email: [care.lifeinsurance@adityabirlacapital.com](mailto:care.lifeinsurance@adityabirlacapital.com) and for NRI Customers -[absli.nrihelpdesk@adityabirlacapital.com](mailto:absli.nrihelpdesk@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 One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013.

You may also call our toll free no. 1-800-270-7000 or on Whatsapp no. 8828800040 or email: [grievance.lifeinsurance@adityabirlacapital.com](mailto:grievance.lifeinsurance@adityabirlacapital.com).

The complaint should be made in writing duly signed or through 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- Bima Bharosa Shikayat Nivaran Kendra (IGCC) TOLL FREE NO: 155255

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

You can also register Your complaint online at

<https://bimabharosa.irdai.gov.in>

Address for communication for complaints by fax/paper:

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell.

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) Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- (e) Legal construction of insurance policies insofar as the dispute relates to claim;
- (f) Policy servicing related grievances against insurers and their agents and intermediaries;
- (g) Issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- (h) Non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
- (i) Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).

As per provision 14(3) of the Insurance Ombudsman Rules 2017, the complaint to the Ombudsman can be made:

- i. only if the grievance has been rejected by the grievance redressal machinery of the insurer;
- ii. within a period of one year from the date of rejection by the insurer; and
- iii. if it is not simultaneously under any litigation

**Risk Factors / Disclaimers**

This Policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a non-linked non-participating individual pure risk premium life insurance plan; upon Policyholder's selection of Plan Option 2 (Return of Premium [ROP]) and Plan Option 3 (Early Return of Premium [EROP]) this product shall be a non-linked non-participating individual savings life insurance plan. All terms & conditions are

guaranteed throughout the Policy Term. ABSLI reserves the right to recover levies such as the GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you.

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

SAMPLE

**List of Ombudsman**

<b>Office Details</b>	<b>Jurisdiction of Office (Union Territory, District)</b>
<p><b>AHMEDABAD - Shri Collu Vikas Rao</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></p>	<p>Gujarat,                      Dadra &amp; Nagar Haveli,                      Daman and Diu.</p>
<p><b>BENGALURU – Shri Vipin Anand</b>                      Office of the Insurance Ombudsman,                      Jeevan Soudha Building,PID No. 57-27-N-19                      Ground Floor, 19/19, 24th Main Road,                      JP Nagar, Ist Phase,                      Bengaluru – 560 078.                      Tel.: 080 - 26652048 / 26652049                      Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL – Shri R M Singh</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></p>	<p>Madhya Pradesh                      Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Manoj Kumar Parida</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></p>	<p>Orissa.</p>
<p><b>CHANDIGARH - Shri Atul Jerath</b>                      Office of the Insurance Ombudsman,                      S.C.O. No. 101, 102 &amp; 103, 2nd Floor,                      Batra Building, Sector 17 – D,                      Chandigarh – 160 017.                      Tel.: 0172 - 2706196 / 2706468                      Fax: 0172 - 2708274                      Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab,                      Haryana(excluding Gurugram, Faridabad, Sonapat and                      Bahadurgarh)                      Himachal Pradesh, Union Territories of Jammu &amp; Kashmir,                      Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI - Shri Segar Sampathkumar</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></p>	<p>Tamil Nadu,                      Tamil Nadu                      PuducherryTown and                      Karaikal (which are part of Puducherry).</p>
<p><b>DELHI - Ms. Sunita Sharma</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></p>	<p>Delhi &amp;                      Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp;                      Bahadurgarh.</p>
<p><b>GUWAHATI - Shri Somnath Ghosh</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></p>	<p>Assam,                      Meghalaya,                      Manipur,                      Mizoram,                      Arunachal Pradesh,                      Nagaland and Tripura.</p>

Office Details	Jurisdiction of Office (Union Territory, District)
<p><b>HYDERABAD - Shri N Sankaran</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></p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR – Shri Rajiv Dutt Sharma</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Shri Girish Radhakrishnan</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></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Ms Kiran Sahdev</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></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW - Shri. Atul Sahai</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></p>	<p>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.</p>
<p><b>MUMBAI – Shri Bharatkumar S Pandya</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></p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Bimbadhar Pradhan</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></p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>

**Aditya Birla Sun Life Insurance**  
**Poorna Suraksha Kawach Plan**

*A Non-Linked Non-Participating Individual  
Pure Risk Premium Life Term Insurance Plan*

**POLICY CONTRACT**

<b>Office Details</b>	<b>Jurisdiction of Office (Union Territory, District)</b>
<b>PATNA - Ms Susmita Mukherjee</b> Office of the Insurance Ombudsman,  2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068  Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand.
<b>PUNE - Shri Sunil Jain</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.

SAMPLE

## 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:

1. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
2. 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.
3. 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.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. 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.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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
15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

***[Disclaimer: This is not a comprehensive list of amendments of the Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details. ]***

## Annexure B:

## Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
2. Where the Nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such Nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.
11. In case of nomination by Policyholder whose life is insured, if the Nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case Nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of 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. Policyholders 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 Policywhichever 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 Policywhichever 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. Policyholders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]***