# Birla Sun Life Insurance

**Group Asset Assure Plan** 

Policy Document UIN: 109N045V01 POL/08/09-10/3583

## POLICY INFORMATION

Policy Number : 9999999 Policy Issue Date : 01/10/2008

Policyholder : ABC Structures Ltd. Policy Effective Date : 01/10/2008

1/10, MIDC Andheri (E) Premium Paying Mode : Annual

Mumbai Premium Paying Term : 3 years

Type of loan / Savings Scheme :Home loan

Coverage conditions for	Members:	
Sum Assured	Minimum RsLoan/ Savings amount.	
Entry Age of Member	Minimum Age years Maximum Age years	
Maximum Maturity Age	years	
Policy Term	Minimum year to maximum years (depending upon the type of loan/saving)	
Benefit options	Asset Assure Classic	
Sum Assured:  Rate of interest ( If Variable sum assured)	<ul> <li>Level sum assured - the sum assured remains constant through the Coverage term.</li> <li>Variable sum assured - the sum assured is scheduled according to the outstanding loan at the beginning of each Coverage year as per AAPS.</li> </ul>	
Joint Life cover	Following provisions will be applicable for the members covered under Joint Life option: Sum Assured for each Member is equal to 100% of the loan/deposit amount. The benefit is payable for first insured event as per AAPS and surrender benefit if any is paid in respect of the other Member and his cover shall cease. The sum assured is payable only once even if both Members die at the same time	

Signed for and on behalf of Birla Sun Life Insurance Company Limited

**Authorized Signatory** 

# THIS IS A NON-LINKED NON-PARTICIPATING PRODUCT

**GENERAL** 

In this contract, "you" or "your" will refer to the Policyholder of this Policy, "Member" will refer to Member

Insured under this Policy and "we", "us", "our", "insurer" "BSLI" or "the company" will refer to Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this Policy document carefully.

## Free Look Period

You have the option to cancel the Policy within 15 calendar days from receipt of Policy by giving us, in writing, the reason for objection. In such a case, we will cancel the Policy and return all premiums paid by you, provided:

- Written notice for cancellation, together with the original Policy has been received by us; and
- We have not received any claim intimation.

# **DEFINITIONS**

- **"IRDA"** means the Insurance Regulatory and Development Authority.
- **"Policy"** means the Group Asset Assure Policy taken by the Policyholder for providing Coverage to its Members.
- **"Policy Issue Date"** means the date on which this Policy is issued by the company.
- "Policy Effective Date" means the date on which your rights and benefits under this Policy begin, as shown in your Policy Information.
- "Age" means that age at last birthday, in completed years attained as on the Coverage Effective Date.
- "Member Data List" means list having names of Members Insured, Age, installment premium, Coverage term, Coverage Expiry Date, Single/Joint life coverage and sum assured.
- "Member Insured" means a member admitted to the benefits under the Policy, for whom complete data and premium is received and risk is accepted by BSLI and whose Coverage is in effect
- "Asset Assure Policy Schedule (AAPS)" means table of factors to compute the applicable sum assured for each Coverage Year. These factors are according to interest rate and characteristics of loan/saving scheme for each member and shown in the Certificate of Insurance.
- "Certificate of Insurance (COI)" means statement evidencing the Coverage of the Member under the Policy, subject to the terms and conditions of the Policy.
- "Coverage" means the death benefit payable in respect of member under the Policy.

- "Coverage Effective Date" means the date on which the Coverage in respect of a Member commences.
- "Coverage Term" in respect of any Member means the number of years specified by the Policyholder at the time of effecting the Coverage on the life of the Member.
- **"Coverage Year"** means a period of twelve months from Coverage Effective Date. Subsequent Coverage Year commences at the end of the previous Coverage Year.

## POLICY PROVISIONS

# **Policy Premium**

Your Member Data List shows the Policy premium payable under this Policy.

Subject to the Grace period/Lapse/Revival provision, we must receive each installment premium on or before its due date in order for the Coverage to remain in effect regardless of receipt of renewal notice from our side.

The installment premium will equal the annual Policy premium shown in the Member Data List multiplied by a modal factor of 1.000 for annual mode, 0.520 for semi-annual mode, 0.265 for quarterly mode and 0.090 for monthly mode.

Premium payable under the Coverage shall be calculated for the Member according to the age, gender and term from the Premium Rate Table Annexure—I plus non standard extra premium (if any) and service tax and levies as applicable.. BSLI shall have the right to change the Premium Rates for new Members by providing a notice of thirty days in advance. In case BSLI and Policyholder do not reach an agreement on change in Premium Rates, the Policyholder have option to stop the further enrolment under the policy or shall give notice of thirty days to terminate the contract in which case policy will be terminated and surrender benefit if any will be paid.

### Grace period/Lapse/Revival

If the installment premium in respect of a Member is not paid by the due date, you will be given a grace period of 30 days during which time, the Coverage under the Policy will continue.

If we do not receive the entire installment premium by the end of the grace period, the Coverage will be deemed lapsed and will cease immediately. You will then be given two years period from the first unpaid installment premium due date to revive the Coverage.

To revive the Coverage, you must pay all due and unpaid installment premiums with interest till the date of actual payment as per then administrative rules of the company and provide us with the evidence of insurability satisfactory to us for respective Member under the Policy. The effective

Policy Document UIN: 109N045V01

POL/08/09-10/3583

date of the revival is when these requirements are met and approved by us, at our sole discretion.

No benefit shall be payable by us with respect to a Member for an insured event occurring while the Coverage is lapsed and prior to the effective date of the revival.

## Adding a Member

A new Member can be added to this Policy subject to our then current new business administration rules and us receiving satisfactory evidence of insurability with respect to the new Member.

The Coverage Effective Date for the new Member will be date coinciding with or immediately following the date all of the following requirements are met:

- We approve at our absolute discretion the addition of the new Member subject to satisfactory evidence of insurability; and
- The installment premium is paid in full.

BSLI can discontinue addition of new Members by giving a 30 days notice to Policyholder of this effect.

## **Continuation of Coverage**

The Member has the option to continue the Coverage for the unexpired Coverage Term in case of prepayment of the loan or foreclosure of the saving scheme; provided all the premiums have been paid and the Member provide request of continuance of Coverage to the Policyholder. If he/she does not opt for continuation, the Coverage will cease from date of repayment/foreclosure of the loan/saving scheme and surrender benefit if any will be paid.

# **Policy Loan**

This Policy does not offer Policy loan facility.

# **Termination of Coverage**

Coverage will terminate at the earliest of:

- the date on which the revival period ends;
- the Coverage Term expiry date mentioned in Member Data List;
- the date we accept surrender request by the Member;
- the date of death of the member.
- the date of prepayment/foreclosure of loan/saving scheme, subject to the continuation of Coverage provision.

The policyholder can terminate the policy anytime after the inception of the policy with a 30 day notice. When the policyholder exercises the option to terminate the policy the scheme would be discontinued for both existing and new members. Surrender benefit as defined above will be paid. BSLI or the policyholder can discontinue addition of new members to the policy by giving 30 days prior written notice. However, the policy and cover of existing members will continue.

## **BENEFIT PROVISIONS**

Each Member will be covered for following benefit:

**Death Benefit**— In the event of death of the Member, the sum assured computed as per the AAPS will be paid.

The benefit is payable irrespective of the loan outstanding of the Member in the Policyholders records and is restricted to the sum assured computed or as per AAPS for the particular Coverage Year in which the insured event occurs.

# **Waiting Period**

In case of non-accidental death, a waiting period of 45 days is applicable for a Member who has not undergone medical examination, starting from the Coverage Effective Date or effective date of revival.

## **Surrender Benefit**

Surrender Benefit for the Coverage with single premium, 3 pay and 5 pay premium paying term will be paid after expiry of premium paying term and if all the due premiums for the Policy have been received.

A surrender benefit calculated as per the following formula shall be payable to you

Surrender benefit =  $40\% \times P \times (T/N) \times (D/H)$ 

Where.

**P** is the standard annual premium received from member excluding service tax

T is complete coverage years left

N is the original term (years) of coverage

**D** is minimum of the Sum Assured at issue and Sum Assured at the time of surrender

H is the Sum Assured at issue

### **Maturity Benefit**

The Policy does not offer any Maturity or survival benefit

## **GENERAL PROVISIONS**

#### Contract

Your contract includes this Policy document; the application for the Coverage and any amendments agreed upon in writing after the Policy is issued. The contract also includes Member Data List, Certificate of Insurance, declarations given by the Policyholder and Members Insured, any medical report form and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the contract. Only

our authorized officers can agree to any change in the contract and then only in writing.

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

#### **Claim Procedures**

The Policyholder should notify BSLI, in writing, of the claim with proof of claim to the 'Claims Department' at the registered office of the BSLI within thirty days from the date on which claim arises.

Documents required to settle a claim are:

- Certificate of Insurance, issued at the inception of the Coverage
- Copy of Death Certificate of the Member duly attested by Policyholder
- Death claim form dully filled by Policyholder
- Claimant's statement to be filled by the nominee of the Member
- Medical Attendant Certificate (along with attested copies of all Medical Reports, Discharge Summary duly attested by the Policyholder)
- Employer's Certificate, if applicable
- Copy of standard age proof of deceased Member (if retained by the Policyholder at inception, duly attested by the Policy holder)

In case of Unnatural / Accidental Death following additional requirements shall be called for, copies of which need to be attested with seal and signature of the Policyholder.

- First Information Report
- Post Mortem Report
- Final Police Inquest Report

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

# **Currency and Place of Payment**

All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

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

# **Underwriting and Place of Medical Examination**

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

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

#### Nomination

The Member may at any time during the Policy term, nominate a person or persons as per section 39 of the Insurance Act 1938 to receive the benefit payable under the policy if the Member dies.

It is responsibility of the Policyholder to pay the benefit amount to the nominee after adjusting the loan outstanding against the Member. In case of savings schemes the whole benefit amount is to be paid to the nominee by the Policyholder. We will not recognize a nomination unless we receive nominee details along with the claim forms. We will not express any opinion on the validity or legality of the nomination.

If no nominee is alive at the time of death of the Member, the Member's estate shall be deemed to be the nominee.

## **Assignment**

This Policy cannot be assigned.

## Misstatement of Age or Gender

If the gender and/or date of birth of the Member has been misstated and higher premium should have been paid, the shortfall in premium will be due immediately to the company together with interest since due date of shortfall as per then administrative rules of the company. If the misstatement of age or gender results in a lower premium, then we will refund the excess premiums paid without interest.

If at the correct age, the Member was not insurable under this Policy according to our requirements, we reserve the right to terminate the Policy and withhold the premiums paid.

## Suicide

If the Member under this Policy dies by suicide, whether medically sane or insane, within one year after the Coverage Effective Date or Effective date of revival, whichever is later, we will not pay the amount described in the Death Benefit provision. In such circumstances Surrender value (if any) will be paid.

#### **Taxation**

The income tax benefits on your Policy would be as per the prevailing Income Tax laws in India and any amendment(s) made thereto from time to time. As per the applicable laws and any amendments made thereto from time to time, we reserve the right to:

- deduct or withhold tax as the case may be;
- recover levies, taxes, cesses and duties including but not limited to service tax from you or adjust

the same from the amounts paid by you or accrued or payable to you under the Policy.

# Validity and Non-Disclosure

This Policy is issued in utmost good faith based on the declarations and statements made by you/Member and we cannot be held responsible in any manner for any action taken by us based on these declarations and statements.

You and the Member under this Policy have an obligation to disclose every fact material to our assessment of the risk of issuing, reviving or reinstating this Policy. Failure to disclose or misrepresentation of a material fact will allow us to deny the claim and also terminate the policy, subject to the provisions of Section 45 of the Insurance Act, 1938.

#### Section 45 of the Insurance Act. 1938

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

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if s/he is entitled to do so, and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof that the age of the Life Insured was incorrectly stated in the application.

# **Grievance or Complaint**

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit, One India Bulls Centre, Tower 1, 15th & 16th Floor, Jupiter Mill Compound,

841, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013 or call on our toll free no. 1-800-270-7000 or email us at grouphelpline@birlasunlife.com

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

#### **Insurance Ombudsman**

In case you are dissatisfied with the decision/resolution of our Company you may approach the Insurance Ombudsman located nearest to you (refer to the Appendix I or our website www.birlasunlife.com) if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
- Delay in claim settlement;
- Dispute with regard to premium;
- Non-receipt of your Policy document.
- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer;
- Within a period of one year from the date of rejection by the insurer;
- If it is not simultaneously under any litigation.

# **Risk Factors and Disclaimers**

Birla Sun Life Insurance Company Limited (BSLI) underwrites this Policy. This is a non-participating traditional life insurance plan. All terms & conditions are fully guaranteed during the Policy term. BSLI reserves the right to recover levies such as service tax and education cess levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you. Tax benefits are subject to changes in the tax laws.

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

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:				
Office of the Ombudsman	Contact Details	Areas of Jurisdiction		
AHMEDABAD 2nd Floor, Ambica House, Near C.U.Shah College, 5, Nayvug Colony, Ashram Road, AHMEDABAD - 380 014	(O) : 079 - 27546150, 27546139 Fax : 079 - 27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu		
BHOPAL  1 <sup>st</sup> Floor, 117, Zone-II, (Above D.M.Motors Pvt. Ltd.),  Maharana Pratap Nagar,  BHOPAL – 462 011	(O) : 0755 - 2769200, 2769202, 2769201 Fax : 0755 - 2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh		
BHUBANESWAR 62, Forest Park, BHUBANESWAR – 751 009	(O) : 0674 - 2596461, 2596455 Fax : 0674 - 2596429 E-mail: ioobbsr@dataone.in	Orissa		
CHANDIGARH S.C.O. No.101,102 &103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17-D CHANDIGARH – 160 017	(O) : 0172 - 2706196, 2705861 EPBX : 0172 - 2706468 Fax : 0172 - 2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh		
CHENNAI Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018	(O) : 044 - 24333678, 24333668 Fax : 044 - 24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT – Pondicherry Town and Karaikal (which are part of UT and Pondicherry)		
DELHI 2/2 A, 1 <sup>st</sup> Floor, Universal Insurance Bldg. Asaf Ali Road, NEW DELHI – 110 002	(O) : 011 - 23239611, 23237539 , 23237532 Fax : 011 - 23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan		
GUWAHATI Aquarius, Bhaskar Nagar, R.G.Baruah Road, GUWAHATI - 781021	(O) : 0361 - 2413525 EPBX : 0361 - 2415430 Fax : 0361 - 2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura		
HYDERABAD 6-2-46, 1st Floor, 'Moin Court', Lane opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-pool, HYDERABAD – 500 004	(O) : 040 - 23325325, 23312122, 65504123 Fax : 040 - 23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry		
KOCHI 2 <sup>nd</sup> Floor, CC 27/2603 Pulinat Building, Opp. Cochin Shipyard, M.G.Road, ERNAKULAM – 682 015	(O) : 0484 - 2358734, 2359338, 2358759 Fax : 0484 - 2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep (b) Mahe – a part of UT of Pondicherry		
KOLKATA North British Building, 29, N.S. Road, 3 <sup>rd</sup> Floor, KOLKATA – 700 001	(O) : 033 - 22134869, 22134867, 22134866 Fax : 033 - 22134868 E-mail: iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim		
LUCKNOW Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW – 226 001	(O) : 2201188, 2231330, 2231331 Fax : 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal		
MUMBAI 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S.V.Road, Santa Cruz (West). MUMBAI – 400 054	(O) : 022 - 26106928, 26106360 EPBX : 022 - 26106889 Fax : 022 - 26106052 E-mail: ombudsman@vsnl.net	Maharashtra, Goa		

Note: Address and contact number of Governing Body of Insurance Council:

Secretary General

Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor (Above MTNL), S.V. Road, Santacruz (W), Mumbai – 400 054 Tel. No: 022 – 2610 6889; Fax No: 022 – 26106980, 26106052; E-mail ID: <a href="mailto:inscoun@vsnl.net">inscoun@vsnl.net</a>