

GENERAL

POLICY CONTRACT

In this contract “you”, “your” or “Policyholder” will refer to the owner of this policy and “our”, “us”, “we”, or “ABSLI” will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors. IRDAI refers to the Insurance Regulatory & Development Authority of India.

This is a non-linked, non-participating, fund based group product

Please read this policy document carefully.

DEFINITIONS

1. **“contribution”** The amount paid into the Policy Account by the Policyholder in respect of funding its liability as per the Scheme Rules.
2. **“fiscal year”** Refers to the period starting on the 1st April and ending on the following 31st March.
3. **“life insurance cover”** Is the sum assured as per scheme rules shall be payable on the death of a Member in addition to any Benefit payable on death as per Scheme Rules.
4. **“member(s)”** Refers to the person(s) who are member(s) of the Policyholder’s Scheme and are covered by this policy.
A person must be eligible for membership of the Scheme and between the ages of 18 and 70 inclusive to be admitted as a Member of this policy. He/she will remain a Member until the earlier of age 75 and the end of his/her eligibility for membership of the Scheme for any reason.
5. **“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.
6. **“policy account”** Is a record of the Policyholder’s policy transactions updated daily including the following:
Additions:
Contributions made by the Policyholder
Interest credited by ABSLI at the end of each Fiscal Year
Subtractions:
Requests for payments in respect of Scheme Benefits
Premium for the Life Insurance Cover for Members, if not paid separately by the Policyholder
7. **“policy account value”** Refers to the value of the Policy Account at any time. It includes interest declared and credited up to the end of the previous Fiscal Year, but does not include any interest accrued from then to the calculation date.
8. **“policy anniversary”** Refers to the same day and month as the Policy Effective Date in each subsequent year.
9. **“policy year”** Refers to the period starting on the Policy Effective Date or a Policy Anniversary and ending immediately before the following Policy Anniversary.
10. **“premium”** The amount payable by the Policyholder to ABSLI for the Life Insurance Cover.
11. **“scheme”** Refers to welfare schemes of the Policyholder and includes the following: Gratuity scheme, Superannuation scheme, Leave Encashment scheme, Voluntary Retirement scheme or any other Defined Benefit or Defined Contribution scheme.

12. **“scheme rules”** Refers to the features of a Scheme as defined by the Policyholder and includes eligibility criteria for membership of the Scheme and circumstances and amounts for benefit payouts under the Scheme.
13. **“scheme benefit”** The amount payable to Member(s) as defined in the Scheme Rules.
14. **“surrender value”** At any time after the first Policy Anniversary, the Surrender Value shall be calculated as Policy Account Value less Surrender Charge plus Interim Interest.

ABSLI GCAT

Ver 3/Sept/2024

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POLICY VALUE PROVISIONS

Policy Account Value

While the policy is in force, the current Policy Account Value, subject to market value adjustment, is at all times guaranteed to be available to the Policyholder for the payment of future Policy Benefits.

The amount of interest added at the end of each Fiscal Year is not guaranteed but will not be less than zero. Once interest has been added at the end of a Fiscal Year it is also guaranteed and recorded in the Policy Account Value.

Description of Cover

ABSLI will pay a fixed sum assured on the death of a Member provided that the Life Insurance Cover is in force at the time of the death.

There are no exclusions on the Life Insurance Cover.

Premium

Annual premium rate for inbuilt life insurance cover schemes is Re.0.6 per mille per year.

The Life Insurance Cover in respect of each Member shall begin only after receipt of the full Premium.

The Policyholder may either pay the Premium directly to us or request that we deduct it from the Policy Account.

- If the Policyholder chose to have the Premium deducted from the Policy Account, the Premium shall be deducted at the beginning of each Policy Year.
- A grace period of 30 days from the premium due date is given to the Policyholder for payment of Premium in full. If there is no payment of Premium until the last day of the grace period, the Premium will be automatically deducted from the Policy Account.

POLICY BENEFIT PROVISIONS

Upon request from the Policyholder in writing, ABSLI shall pay from the Policy Account any Scheme Benefit that is required to be paid as per Scheme Rules. The request for payment from the Policy Account can be made by the Policyholder within 180 days after the Scheme Benefit falls due.

The payment from the Policy Account will be made according to the Scheme Rules in a lump-sum, in instalments or to purchase an annuity.

Additionally, in the event of the death of a Member, ABSLI will pay the Life Insurance Cover in a lump-sum.

When the Policyholder requests a payment from the Policy Account, the following documents should be submitted to us in support of the request:

- Proof that the Scheme Benefit is payable according to the Scheme Rules.
- Proof of the amount of the Scheme Benefit payable according to the Scheme Rules.
- Death Certificate, in case of the death of a Member

Acceptance of these documents in support of a request for payment from the Policy Account is at our sole discretion. We may request additional supporting documents if necessary.

Our liability at all times is limited to the Policy Account Value less market value adjustment plus the Life Insurance Cover payable in the case of death of a Member.

Any payment from the Policy Account or payment of Life Insurance Cover will be made to the Policyholder or to a third party as directed by the Policyholder in writing. Any Life Insurance Cover amount is paid to the Policyholder with a good faith understanding that the Policyholder will forward the same to the Member's beneficiary(ies).

Payment of contributions

The premium shall be made in accordance with the funding requirements as per the scheme rules. The trustee or employer or policyholder shall be required to confirm that such funding is required as per extant accounting standard governing the measurement of long term employee benefits.

Interest

Interest is added to the Policy Account at the end of each Fiscal Year, based on the current Interest Rate and the daily Policy Account Values during that Fiscal Year.

The Interest Rate is a rate in percent declared at our sole discretion, subject to a minimum floor of 0.1%, excluding applicable tax, if any at the end of each Fiscal Year and which is used for calculation of Interest for that Fiscal Year.

Surrender

A policy can be surrendered at any time, subject to 30 days' notice in writing. Surrender value will be the policy account value less the Market Value Adjustment (MVA), if any.

For calculation of the Surrender Value, an amount of Interim Interest is added. Interim Interest shall be calculated based on the period from the beginning of the Fiscal Year to the date of the surrender. The Interim Interest Rate is a rate in percent declared at our sole discretion at the start of each Fiscal Year, but not less than 50% of the Interest Rate declared at the end of the previous Fiscal Year.

Automatic Surrender

If at any time the surrender value becomes zero, the policyholder will be informed that they have 180 days to make further contributions. At the end of this period, the policy will be surrendered automatically. If further contributions are made during the notice period, the policy will continue. If the policy anniversary falls in this period and there is no separate premium towards the life insurance cover is paid, the cover will discontinue from that policy anniversary.

Bulk Exits

If the amount to be paid on total exits during the policy year exceeds 25% of the policy account values as at the beginning of the year, such transactions shall be treated as bulk exits, where exit shall be as per the scheme rules. Exit shall mean exit of the member from the group.

MVA shall be applied to the amount which is over and above the amount representing bulk exit threshold i.e. above 25% of the policy account value at the start of the policy year.

Provided there is sufficient policy account value on Bulk Exit, the policyholder may choose (in accordance with the scheme rules) whether the MVA is deducted from the exit payment or from the remaining account value. For individual accounts, the MVA will be adjusted in the amount payable itself.

The MVA shall be calculated at the end of the notice period as the higher of zero and:

$(\text{Relevant policy account value}) \times (1 - \text{market value of underlying assets/product liability})$

Where:

- o Relevant policy account value is the part of the total policy account value that is in excess of the Bulk Exit threshold (see Bulk Exits above). It includes the addition of interim interest and deduction of any applicable surrender charge
- o Market value of underlying assets is the market value of the entire portfolio of assets which are earmarked for this product
- o Product Liability is the total of all policy account values for this product

POLICY PROVISIONS

Free-look Period

You will have the right to return Your Policy to Us within 30 days from the date of receipt of the Policy document, in case You disagree with the terms & conditions of Your Policy. We will refund the contribution paid post receipt of written notice of cancellation (along with reasons thereof) together with the original Policy document from Your end. We may reduce the amount of the refund by proportionate risk premium for the period of cover and expenses incurred by us on medical examination, if any and stamp duty charges while issuing Your Policy in accordance with IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

Policy Loans

Loans are not allowed under this policy.

Termination of Policy

Your policy will terminate at the earliest of:

- (a) the date of payment of the surrender value, if any
- (b) the date of payment of free look cancellation amount.

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

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GENERAL PROVISIONS

1. Contract

The contract includes this policy document including the Schedule, the application for the policy, the Scheme Rules and any amendments agreed upon in writing after the policy is issued. 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. All the communication/ documents including the Policy document will be sent and issued in electronic form unless a specific request is received from You to issue the Policy Document in physical form. It shall be Your responsibility to confirm Your address, email ID, and other contact information) or update any change in such contact information. 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 (Rs.) is the currency of this contract. 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.

3. Claim Procedures

The Policyholder/Nominee should notify the claim with proof of claim at the Branch office or through our Customer Portal <https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim> or to the 'Claims Department' at BSLI.Notificationclaims@adityabirlacapital.com and the claim documents to be simultaneously sent at Aditya Birla Sun Life Insurance Company Limited, G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601. The claim is required to be intimated to us within a period of 90 days from the date of death. However, we may condone the delay in claim intimation, if any, and the delay is proved to be for reasons beyond the control of the claimant.

For processing a claim under this policy the following documents are required as may be relevant:

For Survival Benefit

- Proof that the benefit is payable according to the Scheme rules.
- Proof of the amount of the benefit payable according to the Scheme rules.

For Death Benefit:

- Inforce Certificate of Insurance
- Claimant's statement
- Death Certificate (only in the case of the death of the life insured)
- Medical Attendant's Certificate
- Employer's Certificate, if applicable
- Discharge Summary duly attested by the policyholder
- Copies of Medical Reports of last and previous hospitalizations, if any
- For accident cases – First Information Report, Post Mortem Report and Police Inquest Form

You shall also provide us with any other relevant information/ document as may be required by us.

For claiming the benefits you 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.

More details on the Turn Around Time (TAT) for claims settlement and brief procedure can be found on <https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats>. For any further queries, You can call us at our toll free no. 1800 270 7000 or email us at Aditya Birla Capital - Life Insurance BSLI.Notificationclaims@adityabirlacapital.com. The link for downloading claim form and list of documents required is <https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim/claim-forms-and-downloads>.

4. Policy Servicing

All servicing related requests should be in writing and delivered to Us through any of the following modes:

- You can email us at absli.grouphelpline@adityabirlacapital.com
- Visit Our nearest Branch Office

More details on the Turn Around Time (TAT) for processing any servicing related request can be found on <https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats>. The link for downloading applicable forms and list of documents for servicing related request is <https://lifeinsurance.adityabirlacapital.com/group-insurance-policy>. For any further assistance that You may require, You can call us at our toll free no. 1800 270 7000 or get in touch with Our relationship manager.

5. Discharge Receipt

A receipt signed by the Policyholder or any person authorized in writing on its behalf shall be good, valid and sufficient discharge to ABSLI in respect of any payment to be made under this policy.

6. Nomination

Nomination is allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. For more details on the nomination, please refer to Annexure A.

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

It is responsibility of the master policyholder to maintain the nominee details under this policy and to pay the benefit amount to the nominee. 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 there is no nominee or nominee is not alive at the time of death of the life insured then the legal heir/s of the deceased member as per the court directions shall be the beneficiaries.

7. Taxation

The income tax under policy would be as per the prevailing provisions of the Income Tax Act from time to time.

Policyholder shall ensure compliance with tax laws prevailing from time to time in connection with this policy, withholding tax on the benefits payable under the policy and any other compliance.

ABSLI reserves the right to recover from Policyholder all levies including but not limited to Goods & Service Tax levied by the authorities on insurance transactions from time to time.

8. Fraud and Misrepresentation

As per provisions of Section 45 of the Insurance Act, 1938 as amended from time to time.

For more details on Section 45 of the Insurance Act, 1938 please refer to Annexure B.

9. Force majeure

Either party (ABSLI or the Policyholder) will not be considered in default in the performance of its obligations or be liable in damages or otherwise for any failure or delay in performance which occur as a consequence of or is attributable to any circumstances which are not avoidable (Unavoidable Risk) by the exercise of reasonable effort or foresight by them. Such circumstances will include, market conditions, labour, industrial or civil disturbances, armed conflict, government regulations, natural catastrophe or any other Act of God.

The party being prevented to fulfil its obligations on account of Unavoidable Risk shall notify the other party in writing within 15 working days from the occurrence and cessation of such Unavoidable Risk and it shall be established by that party that the Unavoidable Risk had delayed performance of that party's obligations and services and was beyond its reasonable control, not due to its default or negligence.

Providing data, receiving and releasing necessary information

- ABSLI and the Policyholder shall maintain in utmost confidence all information in their possession relating to the other party.
- The Policyholder shall provide us with eligible Members' data and any other information required from time to time as specified by us to calculate the Premium and to ensure that the terms of this policy are fulfilled.
- The Policyholder shall ensure that it maintains all the data, records and information of the Members as may be required under the law, rules and regulations as may be applicable.
- The Policyholder is solely responsible for any loss, liability, damages that may arise on account of non – payment / with - holding of payment or short payment to members.
- The Policyholder shall solely be responsible for any loss, liability, damages that may arise on account of non-providing of information and/or violation of provision of details in relation to us calling for additional information or requirements as a proof to support a payment under the policy.
- The Policyholder shall also indemnify us at all times in the event of any loss, costs, penalties, damages, expenses, fees (including any lawyers/advocates/attorney's fees) suffered/incurred/arising out of the above mentioned clauses and we shall not be held in any way responsible for the same.
- We shall not be liable to settle any claim that may arise in respect of any Scheme member whose complete data is not provided to us and whose Scheme Benefits are not determined. Mere deduction of Premium and / or Contribution by the Policyholder in respect of a Scheme member shall not entitle the Scheme member to the benefits under the policy if the Premium and/or Contribution are not remitted to us along with relevant data in respect of such Scheme member.
- We will comply with all relevant legislation protecting personal information. Any person requesting payment under this policy shall give us all necessary information and authorization needed for underwriting, administration and making payments.

10. Policyholder's acts binding on Member

The Policyholder will act for and on behalf of the Members in any matter relating to the policy and any action of the Policyholder will be binding on the Members.

11. Policyholder not agent of Aditya Birla Sun Life Insurance

The Policyholder is not and will never be construed as an agent of ABSLI for any purpose. Both the parties shall act as independent service providers and nothing contained herein shall be deemed to create any association, partnership, joint venture or relation of principal and agent or master or servant or employer or employee between both the parties. Neither party has the right, power or authority, whether expressed or implied to create any duty or obligation on behalf of the other nor can the liability of either party be interchanged

12. Electronic Transactions

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

13. Governing laws

The policy is subject to the tax laws and other applicable legislations prevailing in India. Any dispute under the policy shall be subject to the applicable laws in India.

Only competent courts at the place of issue of this policy shall have jurisdiction to entertain legal action.

14. Legislative Changes

The terms and conditions under this Policy including the premiums and benefits payable are subject to variation in accordance with the applicable laws and regulations.

Grievance or Complaint

The Policyholder may register grievance / complaint, if any with our Grievance Officer 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 Mills 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:

ABSLI.Grouphelpline@adityabirlacapital.com. You can contact the Grievance Redressal Officer on the details provided on <https://lifeinsurance.adityabirlacapital.com/grievance-redressal>.

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

In case You are dissatisfied with the decision of the above office or have not received any response within 07 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 (Timings: Daily 10 a.m. to 7 p.m.) on WhatsApp no. 8828800040 or email: grievance.lifeinsurance@adityabirlacapital.com

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

If You are not satisfied with the response or do not receive a response from us within 14 days, You may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

Email ID: 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:

By Phone : 155255 or 1800 4254 732

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell
4th Floor, Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Ph: (040) 20204000

Insurance Ombudsman

In case you are dissatisfied with the decision/resolution of ABSLI, you may approach the Insurance Ombudsman located nearest to You.

The details of the existing offices of the Insurance Ombudsman are provided in Appendix-I below. You are requested to visit <http://www.cioins.co.in/Ombudsman> for updated details. 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 only if:

- the complainant has made a representation in writing or through electronic mail or online through website of the insurer named in the complaint and
 - (i) either the insurer had rejected the complaint; or
 - (ii) the complainant had not received any reply within a period of one month after the insurer received his representation; or
 - (iii) the complainant is not satisfied with the reply given to him by the insurer;
- The complaint is made within one year
 - (i) after the order of the insurer rejecting the representation is received; or
 - (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.

Risk Factors / Disclaimers

This policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI). This is a non-participating non-linked group fund plan. Interest is added to the Policy Account Value at the end of each Fiscal Year, but the Interest Rate used is not guaranteed and is set at our sole discretion. Unless specifically stated as guaranteed, policy Charges can be modified by us subject to prior IRDAI approval. Our liability to pay Policy Benefits is limited at all times to the Policy Account Value, as updated daily, less Surrender Charge plus the Life Insurance Cover payable in the case of death of a Member. We reserve the right to recover levies such as the Goods & Service Tax levied by the authorities on insurance transactions. If there should be any additional levies, they too will be recovered from you.

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 IRDAI) OR ANY OTHER COMPETENT AUTHORITY OR AS MAY BE NECESSARY UNDER A JUDGEMENT OR ORDER / DIRECTION / INSTRUCTION OF A COURT OF LAW.



Appendix-I: List of Ombudsman*

Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD - Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU – Mr. Vipin Anand Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Shri R. M. Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Shri Manoj Kumar Parida Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Shri Atul Jerath Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Shri Somnath Ghosh Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI - Ms Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

Office Details	Jurisdiction of Office (Union Territory, District)
New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI - Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri N Sankaran 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: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Shri Girish Radhakrishnan Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	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.

Office Details	Jurisdiction of Office (Union Territory, District)
<p>MUMBAI - Ms Susmita Mukherjee 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: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA - Shri Bimbadhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</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>
<p>PATNA - Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Sunil Jain 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: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

*For updated list of Ombudsman please refer to the website at <http://www.cioins.co.in/Ombudsman>

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ANNEXURE A

Section 39 - Nomination by Policyholder

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

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

the 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.

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14. If Nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired Nominee(s) shall be payable to the heirs or legal representative of the Nominee or holder of succession certificate of such Nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his Nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after the Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

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

SAMPLE

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ANNEXURE B

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 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. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]