

GENERAL

In this contract, "you" or "your" will refer to the owner of this policy and "we", "us", "our", "insurer" or "the company" will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this policy document carefully.

DEFINITIONS

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

"Accidental Death" is defined as a sudden, unforeseen, and involuntary event caused by external, visible, and violent means.

"Annualized Premium" refers to the amount you select at the inception of policy payable in a year excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.

"Appointee" is the person who is appointed by you and as named in the Policy Schedule, in case where Nominee is minor.

"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.

"Date of Inception" is date when risk cover for Life Insured/s under this policy begins and is the same as Policy Issue Date.

"Death Benefit" means the benefit payable on death of the Life Insured.

"Free-Look Period" means the period as specified in the Policy Contract, during which you can return the policy in case you do not agree with the terms and conditions of the policy.

"Installment Premium" is the premium as payable by you as per the policy schedule to effect and continue this policy contract.

"IRDAI" means the Insurance Regulatory and Development Authority of India.

"Life Insured" is the person on whose life the contingent events has to occur for the benefits to be payable and as named in the Policy Schedule.

"Limited Pay" is where the Premium Payment Term is limited as compared to the Policy Term.

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

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

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

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

"Policy Month" is the period of one calendar month from the day of Policy Anniversary in each calendar month.

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

"Revival" means restoration of the policy, which was discontinued due to the non-payment of Installment 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 Installment 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 Life Insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting policy.

"Revival Period" means the period of five consecutive years from the due date of first unpaid Installment Premium of the policy, during which period you are entitled to revive the policy which was discontinued due to the non-payment of Installment Premium,

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

"Sum Assured on Death" is the Sum Assured as shown in the Policy Schedule or 10 times of the Annualised Premium, whichever is higher.

"Total Premiums Paid" means total of all the premiums received, excluding any extra premium, any rider premium and taxes.

PREMIUM PROVISIONS

Policy Premium

Your Policy Schedule shows the Annualized Premium, the Premium Paying Mode, the Installment Premium and its due dates. Subject to the Policy Discontinuance provision, we must receive Installment Premiums when due in order for this contract to be valid and remain in force.

POLICY BENEFIT PROVISIONS

The below mentioned benefits are payable if your policy is in force at the time the benefit is payable.

Guaranteed Additions

During the first five years Guaranteed Additions of 40 per thousand Sum Assured will be added to your policy at the end of each Policy Year, provided all due premiums have been paid.

Death Benefit

Your Policy Schedule shows the Sum Assured applicable to your policy. In the unfortunate event the Life Insured dies before the Policy Maturity Date, we will pay the following Death Benefits to the Nominee.

In the event of death of the Life Insured during the Policy Year, the Death Benefit payable will be:

- a) Guaranteed Death Benefit (Sum Assured on Death); plus
- b) Accrued Guaranteed Additions; plus
- c) Accrued Regular Bonuses as on date of death; plus
- d) Terminal Bonus, if any.

Guaranteed Death Benefit is same as the Sum Assured on Death as defined in Part B.

The Death Benefit payable shall never be less than 105% of Total Premiums Paid till the date of death.

In the event of death of a Life Insured due to an accident before the Policy Maturity Date; an additional benefit equal to the Sum Assured will be payable immediately as a lump sum amount to the Nominee as an Accidental Death Benefit.

Auto Cover Continuation

In case premiums for two Policy Years have been paid in full and any subsequent installment premium is not paid, the risk cover for full Death Benefit shall continue for a period of two successive years (auto cover continuation period) from the due date of first unpaid premium even though the policy is in Reduced Paid-Up status. During the auto cover continuation period, the accrued Guaranteed Additions and regular bonuses accrued till due date of the first unpaid premium shall remain attached to the policy but no further regular bonus or Guaranteed Additions shall accrue to the policy.

The benefit of additional sum assured payable on Accidental Death of the Life Insured will cease on due date of first unpaid premium.

Bonuses

This policy will participate in the surplus emerging from the participating business in the form of a bonus. The regular bonus (if any) will be allocated annually at the discretion of the company as simple reversionary bonus on the basis of actuarial valuation of assets and liabilities at the end of the financial year. The bonus will be added to the policy on the relevant Policy Anniversary or on

date of death or surrender and shall accrue till the end of Policy Term.

Additionally, at the discretion of the company and based on the experience under participating business terminal bonus may be payable on policy surrender, maturity or death of the Life Insured.

Accrued bonuses once attached to the policy are guaranteed to be payable on death or maturity, as may be applicable. In case of surrender, the surrender value of the attached bonuses will be payable.

Maturity Benefit

In the event the Life Insured survives to the end of the Policy Term, the maturity value will be

- (a) Sum Assured; plus
- (b) Accrued Guaranteed Additions; plus
- (c) Accrued regular bonuses (if any) till Policy Maturity Date; plus
- (d) Terminal bonus, if any

Grace Period

If you are unable to pay the Installment Premium by the due date, you will be given a grace period of 30 days to make the payment of due premium, during which time all benefits under the policy will continue.

If we do not receive your premium within the grace period, the policy benefit may lapse fully or be deemed paid-up as per Premium Discontinuance and Policy Paid-Up provisions in Part D.

POLICY PROVISIONS

Free-Look Period

You will have the right to return the policy within 15 days (30 days in case of electronic policies and the policies issued under the provision of IRDAI Guidelines on Distance Marketing ⁽¹⁾ of Insurance products) from the date of receipt of the policy, in case you disagree with the terms & conditions of your policy. We will refund the premium paid once we receive your written notice of cancellation (along with reasons thereof) together with the original policy documents. 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 and stamp duty charges while issuing the policy in accordance to IRDAI (Protection of Policyholders Interest) Regulations, 2017.

⁽¹⁾ Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through voice mode, SMS electronic mode, physical mode (like postal mail) or any other means of communication other than in person.

Premium Discontinuance

If you are unable to pay the Installment Premium by the due date, you will be given a grace period of 30 days (15 days for monthly mode) to make the payment of due Installment Premium during which time all benefits under the policy will continue.

(a) If at least two (2) full years Installment Premiums have not been paid:

If we do not receive the entire Installment Premium by the end of the grace period, this policy will be deemed lapsed and all benefits will cease immediately. The lapse date is the date the first unpaid Installment Premium was due. You will be given a period of five years from the lapse date to revive your policy.

(b) If at least two(2) full years Installment Premiums have been paid:

If we do not receive the entire Installment Premium by the end of the grace period, this policy will be deemed paid-up and benefits will continue as per the Policy Paid-Up provisions. The paid-up date is the date the first unpaid Installment Premium was due. You will be given a period of five years from the paid-up date to revive the policy for its full benefits.

Surrender Benefit

At any time while your policy is in effect and after all due Installment Premiums for at least two Policy Years have been paid you can request to surrender this policy for its Surrender Benefit. Your surrender benefit is the higher of:

- (a) Guaranteed Surrender Value, or
- (b) Special Surrender Value.

The Guaranteed Surrender Value is

- o a percentage of Total Premiums Paid. plus
- o the surrender value of accrued Guaranteed Additions and accrued regular bonuses

The Guaranteed Surrender Value percentages for: a) Total Premiums Paid and b) Accrued Guaranteed Additions and Accrued Regular Bonuses is given under Appendix I. The Guaranteed Surrender Value will vary depending upon the Premium Payment Term and the year the policy is surrendered.

Your policy also acquires a Special Surrender Value. To know the Special Surrender Value for your policy you can get in touch with

your advisor, or to the nearest Branch Office or our Customer Service Team. The policy will terminate once the surrender value is paid.

Revival

To revive the policy, you must pay all unpaid Installment Premiums due till date plus interest thereon. We will charge an interest at a rate declared by us which is determined as $(x+2\%)/12$ rounded to the nearest 0.5%, 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, at our sole discretion.

Policy Paid-Up

If you discontinue paying premiums after having paid premiums for at least two full years, your policy will not lapse but will continue on a Reduced Paid-Up basis. Under Reduced Paid-Up, you will be paid the Reduced Paid-Up (RPU) Guaranteed Benefit which is equal to your Sum Assured and accrued Guaranteed Additions reduced in proportion to the premiums actually paid to the total premiums payable during the Policy Term and shall be payable on death and maturity. The additional amount payable in case of Accidental Death shall cease. Your accrued bonuses up to the due date of first unpaid premium will not be reduced; however any bonus payable for the Policy Year of premium discontinuance shall be reduced proportionately to the unpaid premiums in that Policy Year. There will be no further accrual of Guaranteed Additions and bonuses.

Under the paid-up status, your policy benefits will continue with the following modifications:

Death Benefit

If the Life Insured dies during the Auto Cover Continuation Period, the RPU Death Benefit will be:

- Guaranteed Death Benefit (Sum Assured on Death); plus
- Accrued Guaranteed Additions; plus
- Accrued Regular Bonuses

If the Life Insured dies after the Auto Cover Continuation Period, the RPU Death Benefit will be:

- RPU Guaranteed Benefit; plus
- Accrued Regular Bonuses

Maturity Benefit for Reduced Paid-Up Policies

In the event the Life Insured survives to the end of the Policy Term the RPU Maturity Benefit shall be:

- RPU Guaranteed Benefit; plus
- Accrued Regular Bonuses

Policy Loans

You have choice to take a loan against your policy at any time after your policy acquires a surrender value. The minimum policy loan is Rs. 5,000 and the maximum is 85% of the then Surrender Benefit less any outstanding policy loan balance as of date. Your outstanding policy loan balance on any date shall be equal to all policy loans made to date, including accrued and unpaid interest thereon, less any policy loan repayments you have made to date.

If your policy is in reduced paid-up status; should the outstanding policy loan balance at any time equal or exceed the then prevailing surrender value, then on that date, all benefits under the policy will cease immediately and policy will be terminated.

If the policy is in premium paying status and the outstanding policy loan balance at any time equal or exceed the then prevailing surrender value, then the policy shall not be terminated. In such cases, ABSLI will send a notice to the Policyholder. If Policyholder don't repay the loan or fail to respond to the notice, ABSLI will have right to terminated the policy.

We will charge the interest on the outstanding policy loan balance at a rate declared by us on June 1st of each calendar year determined as $(x+2\%)$, where x is the base rate of the State Bank of India. The interest charged by us on any outstanding policy loan balance accrues on a daily basis. We shall be issuing the loan repayment schedule at the time you opt for the loan against your policy. You are free to repay all or part of your outstanding policy loan balance at any time, subject to our then current administration guidelines.

Any policy benefit payable as a result of Death of Life Insured, survival, policy maturity or surrender of the policy, the payable benefit under this policy will first be reduced by any outstanding policy loan balance at that time and only the residual value, if any, will be paid to you or your Nominee as the case may be.

Termination of Policy

Your policy will terminate at the earliest of:

- (a) the date of settlement of the Death Benefit; or
- (b) the date of payment of the surrender value, if any; or
- (c) the date of payment of the maturity benefit; or
- (d) The date on which the Revival Period ends after the policy has lapsed if fewer than two full years of premium have been paid
- (e) the date when outstanding loan value exceeds the surrender value for reduced paid up policies.

Guaranteed Surrender Value

Guaranteed Surrender Value percentages of Total Premiums Paid and for accrued Guaranteed Additions and accrued simple revisionary bonuses are given below to determine the Guaranteed Surrender Value –

Year of Surrender ↓ Policy Term →	% of Total Premiums Paid*					
	10	15		20		
Premium Payment Term →	10	10	15	10	15	20
1	-	-	-	-	-	-
2	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%
8	63%	55%	55%	53%	53%	53%
9	90%	60%	60%	56%	56%	56%
10	90%	65%	65%	59%	59%	59%
11	-	70%	70%	62%	62%	62%
12	-	75%	75%	65%	65%	65%
13	-	80%	80%	68%	68%	68%
14	-	90%	90%	72%	72%	72%
15	-	90%	90%	75%	75%	75%
16	-	-	-	78%	78%	78%
17	-	-	-	81%	81%	81%
18	-	-	-	84%	84%	84%
19	-	-	-	90%	90%	90%
20	-	-	-	90%	90%	90%

SAMPLE

Year of Surrender↓	% of accrued bonuses & accrued Guaranteed Additions					
Policy Term→	10	15		20		
Premium Payment Term →	10	10	15	10	15	20
1	-	-	-	-	-	-
2	9%	4%	4%	2%	2%	2%
3	11%	4%	4%	2%	2%	2%
4	13%	5%	5%	2%	2%	2%
5	16%	6%	6%	3%	3%	3%
6	19%	8%	8%	3%	3%	3%
7	23%	9%	9%	4%	4%	4%
8	28%	11%	11%	4%	4%	4%
9	33%	13%	13%	5%	5%	5%
10	40%	16%	16%	6%	6%	6%
11	-	19%	19%	8%	8%	8%
12	-	23%	23%	9%	9%	9%
13	-	28%	28%	11%	11%	11%
14	-	33%	33%	13%	13%	13%
15	-	40%	40%	16%	16%	16%
16	-	-	-	19%	19%	19%
17	-	-	-	23%	23%	23%
18	-	-	-	28%	28%	28%
19	-	-	-	33%	33%	33%
20	-	-	-	40%	40%	40%

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

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GENERAL PROVISIONS

Contract

Your Contract includes this policy document, the application for the Policy and any amendments agreed upon in writing after the Policy is issued. The contract also includes declarations given by the Policyholder and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the Contract. Only our authorized officers can agree to any change in the Contract and then only in writing.

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.

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.

Nomination

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

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

Claim Procedures

For processing a claim (be it on maturity or death) under this policy the following documents are required as may be relevant:

For Maturity Benefit:

- Original Policy document
- Policy Payout Form

For Death Benefit:

- Original policy document
 - Claimant's statement
 - Death Certificate (only in the case of the death of the Life Insured)
 - Medical Attendant's Certificate (if any)
 - Employer's Certificate, if applicable
 - 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 depending on the circumstances of the death or illness.

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

Taxation

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

- deduct or withhold tax as the case may be; and
- recover levies, taxes, cesses and duties including but not limited to Goods and Service Tax (GST) from you or adjust the same from the amounts paid by you or accrued or payable to you under the policy.

Misstatement of Age

If the date of birth of the Life Insured has been misstated and the Policyholder has paid less Installment Premium than would have been payable for correct Age, the Company would be entitled to charge and the Policyholder would be obliged to pay for such premium difference since inception of the policy with interest at the rate as applicable to continue this policy.

If the date of birth of the Life Insured has been misstated and the Policyholder has paid higher Installment Premium than would have been payable for correct Age, the company shall refund the excess premiums without any interest. In case of termination of the policy any unpaid balance will be adjusted from the benefit payout.

If at the correct Age, the Life Insured was not insurable under this policy according to our requirements, we reserve the right to pay the premiums paid till date and terminate the policy in accordance with Section 45 of the Insurance Act, 1938, as amended from time to time.

Suicide

In case of death of Life Insured due to suicide within 12 months from the date of commencement of risk under the Policy or from the date of Revival of the Policy, as applicable, the amount described in the Death Benefit provision will not be payable. In such circumstances, ABSLI shall refund the premiums paid since Date of Inception of Policy till the date of death or ABSLI shall pay the Surrender Value available as on the date of death, whichever is higher to the Nominee or beneficiary of the Policyholder, provided the Policy is in force.

For this purpose, premiums considered will be exclusive of applicable taxes as the same are collected over and above the premiums as per prevailing tax rules.

Exclusions

Accidental Death Benefit

You shall not be entitled to any benefits for the death of the Life Insured directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- a. Death as a result of any disease or infection other than directly linked with an Accident.
- b. Suicide, attempted suicide or self-inflicted injury while sane or insane.
- c. Participation of the insured person in a criminal, illegal activity or unlawful act with criminal intent.
- d. Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered medical practitioner other than Life Insured.
- e. 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.
- f. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.

- g. Engaging in or taking part in hazardous 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.
- h. War, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion, strikes. War means any war whether declared or not.
- i. Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order
- j. Accident occurring while or because the Life Insured is under the influence of Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- k. Any injury incurred before the effective date of the cover.

Fraud and Misrepresentation

As per the provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. For more details on Section 45, 1938 please refer to Annexure C.

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Grievance or Complaint

You may register your grievance or complaint with our **Head Customer Response & Resolution** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd./ (Formerly Birla Sun Life Insurance Company Ltd.) One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email:

care.lifeinsurance@adityabirlacapital.com

In case you are dissatisfied with the decision of the above office or have not received any response within 10 days, you may contact **Head Service Assurance** at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd. (Formerly Birla Sun Life Insurance Company Ltd.)/ One Indiabulls Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email: Grievance.lifeinsurance@adityabirlacapital.com

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

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

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

Email ID: complaints@irda.gov.in

You can also register your complaint online at

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

Address for communication for complaints by fax/paper:
Consumer Affairs Department,
Insurance Regulatory and Development Authority of India,
4th Floor, Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Ph: (040) 20204000

Risk Factors / Disclaimers

This policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a participating non-linked life insurance plan issued under IRDAI (Non-Linked Insurance Products) Regulation 2019. Aditya Birla Sun Life Insurance – Savings Plan are only the names of the Company and Policy respectively and do not in any way indicate their quality, future prospects or returns. ABSLI reserves the right to recover levies such as the Goods and Services Tax (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.

Insurance Ombudsman

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

- insurance claim that has been rejected or dispute of a claim on legal construction of the policy;
- delay in claim settlement;
- dispute with regard to premium; or
- non-receipt of your policy document.

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

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

List of Ombudsman

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
AHMEDABAD - Shri/Smt..... 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@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	03/10/2019
BENGALURU - Smt. Neerja Shah 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: bimalokpal.bengaluru@ecoi.co.in	Karnataka.	23/04/2018
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.	24/05/2018
BHUBANESHWAR - Shri/Smt..... Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.	11/09/2019
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	16/04/2018
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	03/05/2018
DELHI - Shri/Smt..... Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.	12/09/2019

Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
GUWAHATI - Shri Kiriti .B. Saha 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@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	02/05/2018
HYDERABAD - Shri I. Suresh Babu 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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	11/06/2018
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.	13/04/2018
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	07/11/2018
KOLKATA - Shri/Smt..... Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	30/09/2019
LUCKNOW -Shri/Smt..... Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	11/09/2019
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	04/05/2018
NOIDA - Shri/Smt..... Office of the Insurance Ombudsman, Bhagwan Sahai Palace	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar,	17/09/2019

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA - Shri/Smt..... Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.	09/10/2019
PUNE - Shri/Smt..... 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@ecoi.co.in	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 there of 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. Policy Holders are advised to refer to Original Act Gazette Notification dated March 23, 2015 for complete and accurate details.]

ANNEXURE B

Section 39 - Nomination by Policyholder

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

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

e. or any of 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.

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

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

ANNEXURE C

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by the Insurance Laws (Amendment) Act, 2015 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of Revival of policy or
 - d. the date of rider to the 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.]