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

#### **PART B – DEFINITIONS**

#### **GENERAL**

The Company may amend or place endorsement/s to this Policy from time to time for any changes agreed to by the Policyholder and the Company, and any such amendments or endorsement/s will form part of this Policy.

In this Policy, the words or terms below that appear in initial capitals will have the specific meaning assigned to them below. These defined words or terms will, where appropriate to the context, be read so that the singular includes the plural, and the masculine includes the feminine.

Any capitalized term used and not defined herein shall have the same meaning as is ascribed to them under the rider terms and conditions if the rider has been provided for and is In-force under the Policy. In case of any common terms in the rider terms and conditions and this Policy, for the purpose of this Policy the meaning ascribed to such terms in this Policy shall prevail.

#### **DEFINITIONS**

- 1. "Act" refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
- 2. "Absolute Amount Assured to be Paid on Death" means the Effective Sum Assured as on the date of death in accordance with the Plan Option chosen by You at inception.
- 3. "Accident" means sudden, unforeseen and involuntary event caused by external, visible, violent means.
- 4. "Accelerated Critical Illness (ACI) Benefit" shall have the meaning assigned to it in Section 4 of Part C.
- 5. "Accelerated Critical Illness (ACI) Benefit Cover Term" shall mean the term as specified in the Schedule, during which the Accelerated Critical Illness Benefit will be available under the Policy
- "Accelerated Critical Illness (ACI) Benefit Pay Term" shall mean the term as specified in the Schedule, during
  which the applicable premium for Accelerated Critical Illness Benefit is payable by the Policyholder under the
  Policy
- 7. "Accelerated Critical Illness (ACI) Benefit Sum Assured" means a critical illness benefit amount chosen by You as a part of the Sum Assured as specified in the Schedule, which is payable in accordance with Section 4 of Part C.
- 8. "Age" refers to Age of the Life Insured in completed years as on the last birthday.
- 9. "Annualized Premium" shall be the premium amount payable in a year chosen by the Policyholder, excluding the taxes, rider premiums, underwriting extra premiums, any first-year discount, where applicable, and loadings for modal premiums, if any. Any extra premium on account of Accelerated Critical Illness (ACI) Benefit, if any, is also excluded.
- 10. "Appointee" is the person who is appointed by You and as named in the Policy Schedule, in case where Nominee is minor.
- 11. "Assignment" means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time.
- 12. "Assignee" means the person to whom the rights and benefits are transferred by virtue of an assignment.

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

**POLICY CONTRACT** 

- 13. "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.
- 14. "Death Benefit" means the benefit payable on death of the Life Insured as specified in the Policy.
- 15. "Free-Look Period" means the period as specified in the Policy, during which You can return the Policy in case You are not satisfied with the terms and conditions of the Policy.
- 16. "Grace Period" means the time granted by Us from the Due date of first unpaid premium without any penalty or late fee, during which time the Policy is considered to be in-force with the full insurance cover as per the terms and conditions of the Policy without any interruption. The Grace Period is 30 (Thirty) days from the due date to pay premiums.
- 17. "Guaranteed Surrender Value (GSV)" shall have the meaning assigned to it in Section 5.2 of Part D of the Policy
- 18. "Income Benefit Period (IBP)" is the number of years during which the Nominee will receive monthly income after the death of the Life Insured. The Income Benefit Period once chosen cannot be changed during the term of the Policy. The income will be payable in equal monthly instalments of 10 or 15 or 20 years as chosen by You at the inception of the Policy.
- 19. "Instalment Premium" is the premium as payable by You and as shown in the Policy Schedule to effect and continue this Policy.
- 20. "IRDAI or Authority" means the Insurance Regulatory and Development Authority of India.
- 21. "Life Insured" is the person on whose life the contingent events have to occur for the benefits to be payable under this Policy and as named in the Policy Schedule.
- 22. "Limited Pay" is where the Premium Payment Term is limited as compared to the Policy Term.
- 23. "Medical Practitioner" is a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Such Medical Practitioner is not the Policyholder's spouse, father (including stepfather) or mother (including stepmother), son (including stepson), son's wife, daughter, daughter's husband, brother (including stepbrother) and sister (including stepsister) or Life Insured / Policyholder under this Policy and would be independent of the insurer.
- 24. "Maturity Benefit" means the benefit, which is payable on maturity as stated in the Policy document.
- 25. "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. Nomination can only be effected if the Policyholder and Life Insured are the same.
- 26. "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.
- 27. "Policy" means the contract of insurance entered into between the Policyholder and Us as evidenced by this document.

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

#### **POLICY CONTRACT**

- 28. "Policy Anniversary" means the date corresponds numerically with the Policy Issue Date in every calendar year until Policy Maturity Date.
- 29. "Policyholder or You or Your" means the owner of the Policy at any point of time.
- 30. "Policy Issue Date" is the date this Policy is issued, and Your rights, benefits and risk cover begin, as shown in Policy Schedule.
- 31. "Policy Month" is the period of one calendar month from monthly Processing Date.
- 32. "Policy Term" means the term of this Policy as specified in the Schedule;
- 33. "Policy Year" is the period of twelve calendar months commences from the Policy Anniversary.
- 34. "Premium Payment Term" means the term specified in the Schedule, during which the Premiums are payable by You.
- 35. "Reduced Paid-up" means the continuance of this Policy with Reduced Paid-Up benefits, as specified under Section 3 of Part D.
- 36. "Regular Pay" is where the Premium Payment Term is same as compared to the Policy Term.
- 37. "Revival" means restoration of the Policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the Policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting Policy.
- 38. "Revival Period" means a period of 5 consecutive years from the due date of first unpaid installment of Premium, during which period You will be entitled to revive the Policy in Lapsed State or in Paid-up State.
- 39. "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.
- 40. "Sum Assured" is the insurance cover issued at the inception of the Policy as specified in the Policy Schedule.
- 41. "Sum Assured on Death" means the Sum Assured payable on death in accordance with Part C to this Policy
- 42. "Sum Assured Escalation Rate" is a rate of 5% per annum simple. This is applicable only if the Policyholder has chosen the Plan Option 2 as per the Policy Schedule.
- 43."Surrender" means complete withdrawal or termination of the entire Policy.
- 44. "Surrender Value" means an amount, if any, that becomes payable in case of Surrender of this Policy, in accordance with the terms and conditions of the Policy Section 5 of Part D.
- 45. "Survival Benefit" refers to an amount, payable on survival of Life Insured till the end of the Policy Term.
- 46. "Terminal Illness" is an advanced or rapidly progressing incurable and un-correctable medical condition which, in the opinion of two independent Medical Practitioners appointed by us, is highly likely to lead to death within 6

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

months. Further, the Life Insured must not be receiving any form of treatment other than palliative medication for symptomatic relief.

- 47. "Total Premiums Paid" means total of all the premiums received, excluding any extra premium, any rider premium and taxes. Any extra premium on account of Accelerated Critical Illness (ACI) Benefit, if any, is also excluded.
- 48. "We/Our/the Company" means Aditya Birla Sun Life Insurance Company Limited.



POLICY CONTRACT

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

### PART C – POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT

#### PREMIUM PROVISIONS

#### 1. Policy Premium

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

#### **POLICY BENEFIT PROVISIONS**

The below mentioned benefits are payable if Your Policy is still in force at the time when the benefit is payable.

### 2. Death Benefit

Your Policy Schedule shows the Sum Assured and Plan Option applicable to Your Policy. Death Benefit shall be payable to Nominee(s) / legal heir(s) / assignee as per the Plan Option opted by You.

- 2.1 If the Policyholder has chosen the Plan Option 1 (Level Cover Option), or 2 (Increasing Cover Option) or 3 (Level Cover with Return of Premium Option) as per the Policy Schedule, then in the event of death of the Life Insured during the Policy Term, provided the Policy is in force, the Death Benefit will be the Sum Assured on Death payable as per the chosen Death Benefit payout option\* in the Policy Schedule.
  - \*Death Benefit Payout Option as chosen by You at the inception of Policy will be from either of the following, the chosen Death Benefit Payout Option cannot be changed till the date of death:
  - a) Lumpsum: On death of the Life Insured, entire Death Benefit will be paid as lump sum.
  - b) Income: On death of the Life Insured, entire Death Benefit amount is payable in equal monthly instalments throughout the Income Benefit Period.
  - c) Income plus Lumpsum: On the death of Life Insured, based on the percentage chosen by You between the range of 10% to 90% in multiple of 10 as the income benefit component of the Death Benefit, the income will be payable in equal monthly instalments throughout the Income Benefit Period. The remaining percentage of the Sum Assured on Death shall be payable as lumpsum.
- 2.2 In case Terminal Illness claim and/or Accelerated Critical Illness (ACI) Benefit claim has already been paid, the Death Benefit payable here shall be reduced to the extent of reduction in Sum Assured on account of Terminal Illness and/or Accelerated Critical Illness (ACI) Benefit already paid.

Where,

# Sum Assured on Death is

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

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

Absolute Amount Assured to be Paid on Death is the Effective Sum Assured as on the date of death. In case you have chosen Plan Option 2 (Increasing Cover Option), the Effective Sum Assured reflects the increase, if any in Sum Assured of the Policy.

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

**POLICY CONTRACT** 

If Option 1 (Level Cover Option) or Option 3 (Level Cover with Return of Premium Option) is chosen as per the Policy Schedule, the Effective Sum Assured is same as Sum Assured throughout the Policy Term.

### 3. Terminal Illness

In case the Life Insured is diagnosed with a Terminal Illness while the Policy is in force and provided the Life Insured has not exceeded the Age of 80 years, a 50% of the applicable Sum Assured on Death subject to a maximum of Rs. 1 Crore, will be paid immediately in lump sum to the Policyholder. During the survival of the Life Insured post the diagnosis of Terminal Illness, all future due Premiums shall be automatically waived under the Policy.

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

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

# 4. Waiver of Premium on Accidental Total and Permanent Disability (ATPD)

In case the Life Insured, aged upto 70 years, becomes completely disabled due to an Accidental Total and Permanent Disability (ATPD), while the Policy is in force, all future due Premiums shall be automatically waived under the Policy subject to following conditions:

"Accidental Total Permanent Disability" shall mean disability of the life insured as a result of bodily injury caused by an accident (a sudden unforeseen and involuntary event caused by external and visible means) and such injury shall within 180 days of its occurrence solely, directly and independently of any other cause, result in the life assureds disability which must be permanent and total and must result in at least one of the following:

- a) Loss of sight in both eyes;
- b) Loss of both arms
- c) Loss of both hands;
- d) Loss of one arm and one leg;
- e) Loss of one arm and one foot;
- f) Loss of one hand and one foot;
- g) Loss of one hand and one leg;
- h) Loss of both legs;
- i) Loss of both feet

The disability must be documented for an uninterrupted period of at least six months.

Loss of sight in both eyes means total loss of vision in both eyes, certified by an ophthalmologist

"Loss of sight" shall mean total, permanent and irrecoverable loss of all vision in both eyes. The blindness must be confirmed by an ophthalmologist; loss of sight - means total, permanent and irreversible loss of all vision in both eyes as a result an accident. The blindness is evidenced by:

- corrected visual acuity being 3/60 or less in both eyes or.
- the field of vision being less than 10 degrees in both eyes.
- a) The diagnosis of blindness must be confirmed by an ophthalmologist and must not be correctable by aides or surgical procedures.

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

**POLICY CONTRACT** 

- b) If the disability is due to amputation/ dismemberment, loss of hand will mean amputation/ dismemberment above wrist, loss of arm will mean amputation/ dismemberment above elbow, loss of foot will mean amputation/ dismemberment above knee.
- c) For any limb (arm or leg), if the disability is not due to amputation/dismemberment, loss will mean loss of usage of one or both limbs and the limb/s should have motor power grade 0/5, 1/5 or 2/5 only. Loss of use is not applicable for hand and foot.
- d) The Accidental Permanent Total Disability has to be certified by a registered Medical Practitioner, appointed by Us. Claim intimation should be received in writing within 60 days of occurrence of the Accident, which is causing total disability of the Life Insured.
- e) The Disability Benefit is paid if and only if disability is detected as per above Disability Condition.
- f) In order for a benefit to be payable, such disability must have persisted continuously for a period of at least 180 days from the occurrence of such accident and must, in the opinion of a suitable medical practitioner, appointed by the company, be deemed permanent. The accident must occur before the expiry of cover.
- g) Please note that the 180-day deferment period to establish the permanence of disability does not apply to claims for severance or dismemberment of limb/hand/foot. Claims will be paid, provided they meet the above definition of loss of limb/hand/foot due to amputation/ dismemberment.

#### **Exclusions:**

Disability benefit shall not be paid on disablement of the insured person occurring directly or indirectly as a result of any of the following:

- 1. Intentional self-inflicted injury, attempted suicide, while sane or insane;
- 2. Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a Doctor;
- 3. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes;
- 4. Taking part in any naval, military or air force operation during peace time or during service in any police, paramilitary or any similar organisation.
- 5. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline or Pilots and cabin crew of a commercial airline, on regular routes and on a scheduled timetable;
- 6. Participation by the insured person in a criminal or unlawful act with illegal or criminal intent;
- 7. Any injury incurred before the effective date of the cover;
- 8. Failure to seek or follow medical advice;
- 9. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungeejumping;
- 10. Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

# 5. Accelerated Critical Illness (ACI) Benefit

If the Policyholder has chosen the Accelerated Critical Illness Benefit as per the Policy Schedule, then on the first time Diagnosis of a specified Critical Illness (as mentioned in the Table 4.1 below), provided the Policy is in force and the Life Insured has been Diagnosed with Critical Illness after a waiting period of 90 days from the Risk Commencement Date or Policy Issue Date or date of Revival of the Policy, whichever is later, a lump sum benefit equal to the Accelerated Critical Illness Benefit Sum Assured will be payable to the Policyholder.

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

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

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

Sr.	List of Critical Illnesses	Sr.	List of Critical Illnesses
No		No	
1	Cancer of Specified Severity	22	Alzheimer's Disease
2	Myocardial Infarction (First Heart Attack of Specific Severity)	23	Aplastic Anaemia
3	Open Chest CABG	24	Medullary Cystic Disease
4	Open Heart Replacement or Repair of Heart Valves	25	Parkinson's Disease
5	Coma of Specified Severity	26	Systemic Lupus Erythematosus - with Lupus Nephritis
6	Kidney Failure Requiring Regular Dialysis	27	Apallic Syndrome
7	Stroke Resulting in Permanent Symptoms	28	Major Surgery of the Aorta
8	Major Organ /Bone Marrow Transplant	29	Fulminant Viral Hepatitis - resulting in acute liver failure
9	Permanent Paralysis of Limbs	30	Primary Cardiomyopathy
10	Motor Neuron Disease with Permanent Symptoms	31	Muscular Dystrophy - resulting in permanent loss of physical abilities
11	Multiple Sclerosis with Persisting Symptoms	32	Poliomyelitis - resulting in paralysis
12	Benign Brain Tumor	33	Sporadic Creutzfeldt-Jakob Disease (sCJD)
13	Blindness	34	Chronic Recurring Pancreatitis
14	Deafness	35	Bacterial Meningitis - resulting in persistent symptoms
15	End Stage Lung Failure	36	Chronic Adrenocortical Insufficiency (Addison's Disease)
16	End Stage Liver Failure	37	Loss of Independent Existence
17	Loss of Speech	38	Encephalitis
18	Loss of Limbs	39	Progressive supranuclear palsy
19	Major Head Trauma	40	Severe Rheumatoid arthritis
20	Primary (Idiopathic) Pulmonary Hypertension	41	Scleroderma
21	Third Degree Burns	42	Systematic lupus Erythematosus with Renal Involvement

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

- No Accelerated Critical Illness Benefit will be payable if the Critical Illness is Diagnosed within the Waiting Period of 90 days from Risk Commencement Date or Revival Date of the Policy, whichever is later.
- Except as stated in this Clause, the Accelerated Critical Illness (ACI) Benefit is payable only once during the Accelerated Critical Illness Benefit Term. Only one valid Accelerated Critical Illness Benefit claim will be admissible and payable under the Policy for all conditions.
- Accelerated Critical Illness (ACI) Sum Assured will always be paid as a lump-sum benefit and on the payment of Accelerated Critical Illness (ACI) Sum Assured the ACI benefit cover will be terminated.
- The Policyholder can discontinue the Accelerated Critical Illness (ACI) Benefit at any time during the Policy Term. Upon discontinuance of Accelerated Critical Illness (ACI) Benefit, the Base Policy will continue as per the Plan Option opted by You.
- ACI Benefit option is available at inception with all Plan Options.
- ABSLI Critical Illness Rider cannot be opted if this option is chosen.
- The maximum maturity Age for ACI Benefit is 70 years (age last birthday).

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

**POLICY CONTRACT** 

- The ACI Cover Period cannot exceed the Premium Paying Term of the Policy. Hence, the ACI Cover Period is:
  ACI Cover Period = Minimum [Premium Paying Term, 70 Entry Age]
- ACI benefit will cease on payment of the ACI Sum Assured.
- Premium payment on account of ACI Benefit will cease after payment of ACI Sum Assured. Additionally, future premiums payable under the base Policy will reduce proportionately.

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

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

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

# 5.4. Critical Illness Definitions

#### 1. Cancer of Specified Severity

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

The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN 2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaNOMO or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

### 2. Myocardial Infarction (First Heart Attack of Specific Severity)

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

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

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

**POLICY CONTRACT** 

The following are excluded:

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

### 3. Open Chest CABG

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

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

# 4. Open Heart Replacement or Repair Of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### 5. Coma of Specified Severity

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

- no response to external stimuli continuously for at least 96 hours;
- life support measures are necessary to sustain life; and
- permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

# 6. Kidney Failure Requiring Regular Dialysis

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

# 7. Stroke Resulting in Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

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

### 8. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

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

### 9. Permanent Paralysis of Limbs

A Non-Linked Non-Participating Individual

Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

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

# 10. Motor Neuron Disease with Permanent Symptoms

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

# 11. Multiple Sclerosis with Persisting Symptoms

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

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

### 12. Benign Brain Tumor

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

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

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

### 13. Blindness

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

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

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

# 14. Deafness

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

#### 15. End Stage Lung Failure

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

- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and</li>
- Dyspnea at rest.

# 16. End Stage Liver Failure

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

- Permanent jaundice; and
- Ascites; and
- Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

### 17. Loss Of Speech

A Non-Linked Non-Participating Individual

Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

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

#### 18. Loss Of Limbs

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

### 19. Major Head Trauma

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the Accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging,

Computerized Tomography, or other reliable imaging techniques. The Accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

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

The Activities of Daily Living are:

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

# 20. Primary (Idiopathic) Pulmonary Hypertension

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

The NYHA Classification of Cardiac Impairment are as follows:

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

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

# 21. Third Degree Burns

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

### 22. Alzheimer's Disease

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

- Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
- Personality change
- Gradual onset and continuing decline of cognitive functions

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Pure Risk Premium Life Term Insurance Plan

POLICY CONTRACT

- No disturbance of consciousness
- Typical neuropsychological and neuroimaging findings (e.g. CT scan)

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

For the above definition, the following are not covered:

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

#### 23. Aplastic Anaemia

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

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

# 24. Medullary Cystic Disease

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

- Ultrasound, MRI or CT scan showing multiple cysts in the medulla and corticomedullary region of both kidneys
- Typical histological findings with tubular atrophy, basement membrane thickening and cyst formation in the corticomedullary junction
- Glomerular filtration rate (GFR) of less than 40 ml/min (MDRD formula)
- The diagnosis must be confirmed by a Consultant Nephrologist.
- For the above definition, the following are not covered:
- Polycystic kidney disease
- Multicystic renal dysplasia and medullary sponge kidney
- Any other cystic kidney disease

### 25. Parkinson's Disease

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

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

Idiopathic Parkinson's disease must result [before Age 65] in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily

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

Activities of Daily Living are:

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

The diagnosis must be confirmed by a Consultant Neurologist.

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

or the above definition, the following are not covered:

• Secondary parkinsonism (including drug- or toxin-induced parkinsonism)

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Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

Essential tremor

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

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

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

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

or the above definition, the following are not covered:

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

### 27. Apallic Syndrome

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

Complete unawareness of the self and the environment

Inability to communicate with others

No evidence of sustained or reproducible behavioural responses to external stimuli

Preserved brain stem functions

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

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

### 28. Major Surgery of the Aorta

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

For the above definition, the following are not covered:

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

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

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

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

For the above definition, the following are not covered:

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

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Pure Risk Premium Life Term Insurance Plan

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# 30. Primary Cardiomyopathy

A definite diagnosis of one of the following primary cardiomyopathies:

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

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

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

The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram, cardiac MRI or cardiac CT scan findings.

The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined to be medically necessary by a Consultant Cardiologist.

For the above definition, the following are not covered:

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

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

A definite diagnosis of one of the following muscular dystrophies:

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

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

Activities of Daily Living are:

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

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

For the above definition, the following are not covered:

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

# 32. Poliomyelitis - resulting in paralysis

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Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

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

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

For the above definition, the following are not covered:

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

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

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

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

The diagnosis must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- · latrogenic or familial Creutzfeldt-Jakob disease
- Variant Creutzfeldt-Jakob disease (vCJD)

# 34. Chronic Recurring Pancreatitis

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

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

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

For the above definition, the following are not covered:

 Chronic pancreatitis due to alcohol or drug use Acute pancreatitis

# 35. Bacterial Meningitis - resulting in persistent symptoms

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

For the above definition, the following are not covered:

Aseptic, viral, parasitic or non-infectious meningitis

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

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

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

For the above definition, the following are not covered:

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

# 37. Loss of Independent Existence

A Non-Linked Non-Participating Individual

Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

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

Activities of Daily Living are:

Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.

Feeding oneself – the ability to feed oneself when food has been prepared and made available.

Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.

Getting between rooms – the ability to get from room to room on a level floor.

Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis has to be confirmed by a Specialist.

### 38. Encephalitis

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

For the above definition, the following are not covered:

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

# 39. Progressive supranuclear palsy

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

# 40. Severe Rheumatoid arthritis

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

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

The diagnosis must be confirmed by a Consultant Rheumatologist.

For the above definition, the following are not covered:

Reactive arthritis, psoriatic arthritis and activated osteoarthritis

# 41. Scleroderma

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

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

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

For the above definition, the following are not covered:

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

**POLICY CONTRACT** 

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

# 42. Systematic lupus Erythematosus with Renal Involvement

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

- Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
- Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
- Continuous treatment with corticosteroids or other immunosuppressants Additionally, one of the following organ involvements must be diagnosed:
- Lupus nephritis with proteinuria of at least 0.5 g/day and a glomerular filtration rate of less than 60 ml/min (MDRD formula)
- Libman-Sacks endocarditis or myocarditis
- Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings. Headaches, cognitive and psychiatric abnormalities are specifically excluded.
  - The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.
  - For the above definition, the following are not covered:
- Discoid lupus erythematosus or subacute cutaneous lupus erythematosus Drug-induced lupus erythematosus

# 5.5. Exclusions applicable for Accelerated Critical Illness (ACI) Benefit:

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

- Any Pre-Existing Disease. "Pre-existing Disease" means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 36 months prior to the effective date of the Policy issued by the insurer or its latest Revival date, whichever is later; OR
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the Policy or its latest Revival date, whichever is later.

    This exclusion shall not be applicable to conditions, ailments or injuries or related condition(s) which are

underwritten and accepted by insurer at inception;

- Any sickness-related condition manifesting itself within 90 days from the Policy Issue Date or its latest Revival date, whichever is later;
- Any sexually transmitted diseases;
- Any congenital condition
- Suicide or attempted suicide or self-inflicted injury, irrespective of mental condition;
- Participation in a criminal, unlawful or illegal activity;
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered medical practitioner acceptable to us;
- Nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or Accident arising from such nature;
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- Taking part in any naval, military or air force operation during peace time.
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping

### 6. Enhanced Life Stage Protection

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

**POLICY CONTRACT** 

The Enhanced Life Stage Protection has to be opted at inception and is available only with Plan Option 1 (Level Cover) and Plan Option 3 (Level Cover with Return of Premium Option). This feature shall not be applicable for keyman and partnership insurance.

You can exercise this Option with a written request to Us within one year of the occurrence of relevant event subject to the following conditions at that time:

- Attained Age of Life Insured is less than or equal to 50 years;
- All due Instalment Premiums have been paid;
- Life Insured has been accepted at a standard rate at inception of the Policy;
- No claim has been made under the Policy for Terminal Illness or Waiver of Premium on Accidental Total and Permanent Disability (ATPD or Accelerated Critical Illness Benefit or Rider benefit, if any, the outstanding Premium Payment Term is more than or equal to 5 years
- If you have opted for Regular Pay or Limited Pay
- If the outstanding Premium Payment Term is greater than or equal to 5 years
- If the outstanding Premium Payment Term and outstanding Policy Term are available under the Plan Option basis the attained age of the Policyholder when the option is exercised.

You may opt to increase the Sum Assured on the occurrence of each of the events mentioned below without undergoing any fresh medical examination.

Event	Increase as a percentage of Sum Assured
Marriage	50%, subject to a maximum increase of Rs. 50,00,000
(first marriage after commencement of Policy)	
Child birth	25%, subject to a maximum increase of Rs. 25,00,000 per
(first two children after commencement of	child
Policy)	
House Loan	50%, subject to a maximum increase of Rs. 50,00,000
(Once during the Policy Term)	

The increase in Sum Assured will be effective from the Policy Anniversary immediately succeeding after the date of exercising this option. Once this option has been exercised under the Policy, the same cannot be altered during the Policy Term.

You shall also provide us with any other relevant information/ documentation as may be required by Us to confirm the abovementioned events. Future premiums shall be increased in proportion of the increase in the Sum Assured to the Sum Assured on Policy Issue Date and will be reflected from the subsequent Policy Anniversary. The premium rates for the enhanced protection will be based on the Attained Age of the Life Insured when this benefit is exercised.

#### 7. Early Exit Value:

If You have opted for Plan Option 1 (Level Cover Option) and Plan Option 2 (Increasing Cover Option) under the Policy Schedule, You have the option to exit the Policy early and receive an Early Exit Value equal to 100% of the Total Premiums Paid under the Policy. the benefit payable upon exit or termination of the Policy by the Life Insured will be as per the terms mentioned below:

- a) No additional premium is required to avail this benefit.
- b) This Option can be exercised by cancelling the Policy Subject to following conditions:
  - i. This option can be exercised at any time after the Life Insured reaches the age of 60 and remains available until the age of 70.
  - ii. The Life Insured must be at least 70 years old at the time of Policy maturity.
  - iii. This option is only available after the completion of 30 policy years and cannot be exercised during the last five policy years of the term.

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

**POLICY CONTRACT** 

The Policy must be active and in force, with all due premiums fully paid

#### 8. Cover Continuance Benefit:

This Benefit is only available if you have chosen Plan Option 1 (Level Cover) or Plan Option 2 (Increasing Cover) then, Subject to Premium Payment Mode chosen, You have the option to defer premium payments for up to 12 months from the due date of the first unpaid premium, while maintaining full risk coverage under the base plan. In the event of a claim during this period, the company will pay the benefits after deducting any unpaid premiums, as on the date of the death of Life Insured or any other insured event which is covered under the Policy. Upon the exercise of this option, the Policyholder can defer a maximum of 1 annual premium, 2 half-yearly premiums, 4 quarterly premiums or 12 monthly premiums, as applicable.

This option is available after the completion of 5 Policy Years, provided that all due premiums have been paid, and the policy is in force. The Cover Continuance Benefit lasts for up to a maximum of 12 consecutive months from the date when the first premium becomes unpaid.

The benefit can be used only up to 3 times, with a minimum gap of 5 Policy Years between each instance. It cannot be applied in the final Policy Year. During the Cover Continuance Benefit period, the policy will remain in force with risk coverage as per the Policy's terms and conditions.

In order to exercise this benefit, the Policyholder must submit a written request at least 60 days before the upcoming policy anniversary or premium due date. This benefit applies to all Premium Payment Modes and can be exercised at any time during the Premium Payment Term.

At the end of the Cover Continuance Benefit period, the Policyholder must pay due premiums applicable. If the outstanding premiums are not paid by the end of the Cover Continuance Benefit, the policy will be converted into a lapsed/paid-up policy, as applicable.

Subject to terms and conditions under the Rider, if any, if the policyholder exercises this option, the riders will get lapsed or will get converted to reduced paid-up.

# 9. Instant Payment on Claim Option:

In the event of the death of the Life Insured, after the completion of the wating period of 3 (three) Policy Years from the date of Policy inception or Policy Revival, and provided the Policy is in force, an accelerated benefit, i.e., on payment of this benefit, the death benefit is automatically reduced by the amount paid under this benefit, as applicable out of the base sum assured, will be payable within one working day from the claim registration date, subject to the submission of all mandatory documents. The subsequent balance payout will be processed once the claim is approved.

Under this option the payout will be as follow:

- a) For Sum Assured 50Lacs to <=1 Crore will be1 Lac
- b) For Sum Assured > 1Cr will be 2 Lacs

### 10. Change of Premium Payment Term:

If you have chosen Plan Option 1 (Level Cover Option) or Plan Option 2 (Increasing Cover Option) as per Policy Schedule, then you can choose to convert the outstanding premiums under a Regular Pay policy to any of the available Limited Pay terms offered under the product. Such conversions shall be subject to Our Board Approved Underwriting Policy (BAUP) and the applicable premium rates shall be those filed under the Policy.

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

**POLICY CONTRACT** 

- a) The policy must be in force at the time of request. Conversion is allowed subject to conditions as may be accepted by you at the time of conversion and in accordance with the BAUP.
- b) You may exercise this option by prepaying the total outstanding premiums applicable under the new, reduced premium payment term. A discount will be applied to the outstanding premium amount, based on conversion factors. To know the conversion factors for Your Policy You can get in touch with Your advisor, or the nearest Branch Office.
- c) The premium payment mode selected at policy inception (i.e., Monthly, Quarterly, Semi-Annually, or Annually) cannot be changed.
- d) This option can only be exercised on a Policy Anniversary by providing a written notice of at least 30 days before the Policy Anniversary.

Subject to terms and conditions under the Rider, if any, if the policyholder exercises this option, the riders will get lapsed or will get converted to reduced paid-up.

# 11. <u>Health Management Services Option:</u>

Subject to the conditions as stipulated hereunder, Your Policy provides a complimentary Health Management Services option with respect to prevention, diagnosis, treatment or recovery which may include services such as medical consultation, coaching, second opinion, personal medical case management with the objective of health management and improvement.

Opting for the Health Management Services is solely at your discretion which shall be available after completion of free look period of the Policy, however, once opted the same will be provided to You subject to following conditions:

- a) Availability of a suitable third-party service provider(s);
- b) Primary diagnosis (wherever applicable) has been done by a registered Medical Practitioner;
- c) the eligibility conditions of the Life Insured will be determined as per Our extant Underwriting policy;
- d) the eligibility will be reviewed periodically;
- e) In case of any change, the eligibility details will be displayed on Our website (lifeinsurance.adityabirlacapital.com), We request you to read the terms carefully and reach out to your Relationship Manager before using the Health Management Services;
- f) Prior to effecting any changes, we shall inform the same to IRDAI, whenever the eligibility criteria changes or the service is withdrawn, the same shall be communicated to You.

# It is imperative to note that—

- i. These services are aimed at improving Policyholder engagement for policyholders with a sum assured of one crore rupees and higher at inception.
- ii. These value-added Services are **completely optional** for the eligible Life Insured only.
- iii. For Life Insured availing such services, they are offered at no additional cost.
- iv. Wherever Health Management Services option is opted, such services shall be directly and independently provided by a third party service provider(s). We will not be responsible for any liability arising out of the services provided by such third party service provider.
- v. Health Management Services option can be availed only where the Policy is in-force and will be provided only for a period of initial 20 Policy Years or Policy Term, whichever is lower
- vi. We reserve the right to change the service provider(s) at any time, the same shall be communicated to the Policyholders and the services of the discontinued service provider(s) shall not be available under the Policy thereafter.

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Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

### 12. Survival Benefit

This Policy does not provide any Survival Benefit under any Plan Option.

### 13. Maturity Benefit

This Policy does not Provide any maturity benefit for Plan Options 1 (Level Cover Option) and Plan Option 2 (Increasing Cover Option).

Where Plan Option 3 (Level Cover with Return of Premium Option) is chosen under Policy Schedule, provided that the Policy is in force and in the Life Insured is alive as on Maturity Date, the Sum Assured on Maturity equal to the Total Premiums Paid excluding loadings for modal premiums, under the Policy will be paid to the Policyholder.

#### 14.Grace Period

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

The insurance coverage continues during the grace period, however, in case of occurrence of death or terminal illness or critical illness during the grace period, the Company shall be entitled to deduct the unpaid Premium from the Benefits payable under the Policy.

# 15. Alternative Death Benefit Payout Option:

# a) Staggered Death Benefit:

Where the chosen Death Benefit Payout Option is Lumpsum, on death of the Life Insured, the Nominee/Legal Heir will have the option to receive the Death Benefit as monthly instalments, over a period of 5 years from the date of death of the Life Insured.

# b) Commutation of Income/Income Plus Lump Sum Death Benefit:

Where the chosen Death Benefit Payout Option is either Income or Income Plus Lump Sum, on death of the life insured, the Nominee will have the option to convert the outstanding monthly incomes into a commuted lump sum pay out. The Policy will terminate with all rights and benefits after the lump sum payout has been released to the Nominee. The lump sum amount will be the present value of future payouts calculated at a commuted rate.

**POLICY CONTRACT** 

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

#### PART D – POLICY TERMS AND CONDITIONS

#### **POLICY PROVISIONS**

#### 1. Free-look Period

You have a free look period of 30 days from the date of receipt of the Policy, to review the terms and conditions of the Policy, in case You disagree with the terms & conditions of Your Policy, you have the option to return the original policy document to us for cancellation. We will refund the premium 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.

### 2. <u>Lapsation of Policy</u>

Where the Policyholder has opted for Cover Continuance Benefit, subject to provisions under the Cover Continuance Benefit as detailed above, If we do not receive the entire Instalment Premium by the end of the Grace Period anytime during the Premium Payment Term, this Policy shall become Lapsed Policy and all benefits will cease immediately. In case Cover Continuance Benefit has not been opted, the Policy will lapse by the end of the Grace Period.

The lapse date is the date the first unpaid premium was due. You will be given a period of five years from the lapse date to revive Your Lapsed Policy.

# 3. Reduced Paid-Up Benefit

3.1. <u>If Plan Option 1 (Level Cover Option) or Option 2 (Increasing Cover Option) is chosen as per the Policy Schedule:</u>
This Policy does not acquire any Reduced Paid-Up benefit.

# 3.2. <u>If Plan Option 3 (Level Cover with Return of Premium Option) is chosen as per the Policy Schedule:</u>

If this Policy has acquired a Surrender Value, i.e. on payment of One Full Year Premium for the first Policy Year, then, in the event of non-payment of the due Instalment Premiums anytime afterwards, this Policy will not become a Lapsed Policy but will continue with Reduced Paid-Up Benefits after the expiry of the Grace Period as specified below unless revived. However, the Accelerated Critical Illness benefit cover will lapse and no Accelerated Critical Illness benefit will be payable thereafter.

### 3.3. The Reduced Paid-Up Benefit under Policy will be as follows:

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

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

# 3.4. Death Benefit for Reduced Paid Up Policies:

If the Life Insured dies during the Policy Term, the Death Benefit payable will be the Reduced Paid Up Effective Sum Assured as on the date of death, after deducting any previously paid Terminal Illness or Accelerated Critical Illness (ACI) benefits.

# 3.5. Terminal Illness Benefit for Reduced Paid Up Policies

In the event the Life Insured is diagnosed with a Terminal Illness during the Policy Term, the benefit payable will be the applicable Reduced Paid-Up Terminal Illness Benefit at that time.

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Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

# 3.6. Maturity Benefit for Reduced Paid Up Policies

If the Life Insured survives until the end of the Policy Term, the benefit payable will be Reduced Paid-Up Sum Assured on Maturity at that time.

#### 4. Revival

To revive the Policy, You must pay all unpaid installment premiums due till date plus interest. We will charge the interest for Policy Revival at a rate declared by us determined as (x+1%)/12 rounded to the nearest 0.5%, 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. The interest rate, as declared on June 1st, 2025, is 1% per month compounded annually.

# 5. Surrender Benefit

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

# 5.1. If Plan Option 1 (Level Cover Option) or Option 2 (Increasing Cover Option) is chosen as per the Policy Schedule

Under these Options We will pay unexpired risk premium value on Surrender which is as follows:

For Regular Pay Policies, unexpired risk premium value will be zero.

Under Limited Pay option, if a Policy is surrendered during the Premium Payment Term, no benefit shall be payable, however, upon Surrender of the Policy after completion of the Premium Payment Term, provided all due premiums have been paid in full, we shall pay You unexpired risk premium value.

Where unexpired risk premium Value is calculated as

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

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

# 5.2. If Plan Option 3 (Level Cover with Return of Premium) is chosen as per Policy Schedule:

The Policy shall acquire a Surrender Value where One Full Year Premium for the first Policy Year has been received by Us on or after the due dates. The Policyholder can Surrender the Policy any time before the end of Policy Term. Upon Surrender of this Policy, this Policy will terminate after payment of the Surrender Value and thereafter no other benefits under this Policy shall be payable.

Where One Full Year Premium for the first Policy Year has been received by Us and the Policyholder opts to surrender the Policy, the Surrender Value payable will be equal to the Special Surrender Value. The Surrender Value will be payable only at the end of the first Policy Year.

However, where all the due Instalment Premiums for the first two Policy Years have been received by Us, the Surrender Value payable will be equal to the higher of Guaranteed Surrender Value and Special Surrender Value.

Where, Guaranteed Surrender Value will be as per the factors provided under Appendix-I.

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Pure Risk Premium Life Term Insurance Plan

**POLICY CONTRACT** 

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

### 6. Policy Loan

This Policy does not provide for any loan facility.

# 7. <u>Termination of Policy</u>

Your Policy will terminate at the earliest of:

- (a) the date of payment of the Death Benefit; or
- (b) the date of payment of the Surrender Benefit or the date of payment of the Early Exit Value, if any; or
- (c) If the Policy has not acquired a Surrender Value for Plan Option 3 (Level Cover with Return of Premium) or unexpired risk premium value for Plan Option 1 (Level Cover) and Plan Option 2 (Increasing Cover), the date on which the Revival period ends; or
- (d) The date of maturity of the Policy; or
- (e) The date on which the Sum Assured on death has completely been paid out through Accelerated Critical Illness (ACI) Benefit and/or Terminal Illness claim; or
- (f) The date of payment of free look cancellation amount.

### **Appendix I Surrender Value Factors**

Policy	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55
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A Non-Linked Non-Participating Individual Pure Risk Premium Life Term Insurance Plan **POLICY CONTRACT** 

# PART E – POLICY CHARGES

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



**POLICY CONTRACT** 

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

# PART F – GENERAL TERMS AND CONDITIONS

#### **GENERAL PROVISIONS**

#### 1. Contract

Your contract includes this Policy document, the proposal for the Policy and any amendments, endorsements agreed upon in writing after the Policy is issued. The contract also includes declarations given by the Policyholder, any medical report form and written statements and answers furnished as evidence of insurability. We are bound only by statements that are part of the contract. Only our authorized officers can agree to any change in the contract and the same shall become enforceable only when they are given in writing by the authorized officers.

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

As the purchase of policy shall be in electronic mode through online or electronic application, the Proposal form and Sales Illustration shall be validated through One-time password (OTP) sent on Your mobile number/e-mail ID and undertaking obtained in the Client Declaration form if any or through any other means as may be notified by the Company from time to time.

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

# 2. Currency and Place of Payment

All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India. Indian Rupee (INR) is the currency of this Policy. We will make or accept payments relating to this Policy at any of our offices in India or such other locations as determined by us from time to time.

#### 3. Issuance of Duplicate Policy

The Policyholder can make an application for duplicate Policy on payment of ₹ 250/- upon loss of policy document along with other requirements as may be prescribed by the Company.

# 4. Assignment

Assignment will be governed as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time

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

# 5. Nomination

Nomination will be governed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.

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

#### 6. Claim Procedures

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

**POLICY CONTRACT** 

The Policyholder/Nominee should notify the claim with proof of claim at the nearest Aditya Birla Sun Life Insurance Co. Ltd. Branch office or through our Customer Portal https://lifeinsurance.adityabirlacapital.com/customerservice/claim-procedure/online-claim or to the 'Claims Department' at claimsnotification.lifeinsurance@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 on death or refund on Policy Cancellation under this Policy the following documents are required:

#### For Death Benefit:

Mandatory Claim Requirements:

- Original Policy Document
- Claimant's statement/Discharge Form/Claim form in prescribed format
- Death Certificate issued by Municipal Corporation/Gram Panchayat (Self attested copy)
- KYC Document of beneficiary ( Self attested copy)
- Relationship of beneficiary with Life Insured
- Bank details of the beneficiary

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

- Medical Attendant's Certificate, if any
- Hospital or treatment records, if any (Self attested copy)
- Employer's Certificate, if applicable

In case of unnatural death or death on account of or arising from an Accident, the Company may call for the copies of First Information Report (FIR), Panchnama, Post Mortem report, Police Inquest Report and News Paper Cutting, if any. The Company may also call for additional documents as may be required by them

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

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.

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

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

Beneficiary can download the claim documents from our website https://lifeinsurance.adityabirlacapital.com/ or can obtain the same from any of ABSLI branches. In case You are unable to provide any or all the above documents,

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

**POLICY CONTRACT** 

in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation/verification and accord a claim decision. 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 claims.lifeinsurance@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.

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

- Online intimation through ABSLI Website (https://lifeinsurance.adityabirlacapital.com/)
- Through e-mail on claims.lifeinsurance@adityabirlacapital.com
- Visit nearest ABSLI Branch Offices

# 7. 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 care.lifeinsurance@adityabirlacapital.com, or
- For NRI Customer, you can email us at absli.nrihelpdesk@adityabirlacapital.com or
- 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/forms-and-downloads/policy-servicing-forms. For any further assistance that You may require, You can call us at our toll free no. 1800 270 7000.

### 8. Taxation

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

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

# 9. Suicide

- In case the Life Insured, dies due to suicide within 12 months from the Risk Commencement Date or date of Revival of the Policy, the Policy shall immediately terminate, and Company shall pay the following to the Nominee:Where the Policy has acquired the unexpired risk premium value (for Plan Option 1 (Level Cover) or Plan Option 2 (Increasing Cover) / Surrender Value (for Plan Option 3 Level Cover with Return of Premium ), higher of unexpired risk premium value/ Surrender Value or (Total Premiums Paid plus underwriting extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date of death.
- Where the Policy hasn't acquired the Surrender Value/ unexpired risk premium value, Total Premiums Paid plus underwriting extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date of death.

# 10. <u>Terminal Illness Benefit Exclusion</u>

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

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

**POLICY CONTRACT** 

### 11. Fraud and Misstatement

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

#### 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, teleservice 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. Communication and Notices

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

**POLICY CONTRACT** 

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

# PART G – GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS

# **Grievance or Complaint**

You may register Your grievance or complaint with any of our nearest branches or with our **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 Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013.

You may also lodge Your grievance or complaint with any of Our nearest branches or also call our toll-free no. 1-800-270-7000 or on WhatsApp no. 8828800040 or email: <a href="mailto:care.lifeinsurance@adityabirlacapital.com">care.lifeinsurance@adityabirlacapital.com</a> and for NRI <a href="mailto:customers-absli.nrihelpdesk@adityabirlacapital.com">customers-absli.nrihelpdesk@adityabirlacapital.com</a>, or You may also register your grievance on our web portal <a href="https://lifeinsurance.adityabirlacapital.com/grievance-redressal">https://lifeinsurance.adityabirlacapital.com/grievance-redressal</a>.

In case You are dissatisfied with the decision of the above office or have not received any response with 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 or (Timings: Daily 10 a.m. to 7 p.m.) on Whatsapp no. 8828800040 or email: <a href="mailto:grievance.lifeinsurance@adityabirlacapital.com">grievance.lifeinsurance@adityabirlacapital.com</a>.

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

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

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:

IRDAI Grievance Call Centre- Bima Bharosa Shikayat Nivaran Kendra (IGCC) TOLL FREE NO: 155255 or 18004254732

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:

Insurance Regulatory and Development Authority of India,

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

4th floor, Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli, Hyderabad – 500 032

Ph: (040) 20204000

#### **Insurance Ombudsman**

In case You are dissatisfied with the decision/resolution by Insurer or For redressal of Claims related grievances, claimants can also approach 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.

For redressal of Claims related grievances, claimants can also approach Insurance Ombudsman who provides for low cost, speedy arbitration to customers.

The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

ABSII	Policy Contract	202

- (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;1
- (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) and is non-linked non-participating individual pure risk premium life insurance plan and on Policyholder's selection of Plan Option 3 this product shall be Non-Linked, Non-Participating, Individual Life Savings Insurance plan; All terms & conditions are guaranteed throughout the Policy Term. ABSLI reserves the right to recover levies such as the GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from you.

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

ABSLI	Policy Contract	202

**POLICY CONTRACT** 

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

# Appendix-I \*List of Ombudsman

Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD - Shri Collu Vikas Rao	Gujarat,
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu.
Tilak Marg, Relief Road,	
Ahmedabad – 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: oio.ahmedabad@cioins.co.in	
BENGALURU – Ms. Neerja Kapur	Karnataka.
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: oio.bengaluru@cioins.co.in	
BHOPAL – Shri Ajay Kumar	Madhya Pradesh
Office of the Insurance Ombudsman,	Chattisgarh.
1st floor,"Jeevan Shikha",	
60-B,Hoshangabad Road, Opp. Gayatri	
Mandir,Arera Hills	
Bhopal – 462 011.	
Tel.: 0755 - 2769201 / 2769202	
Fax: 0755 - 2769203	
Email: oio.bhopal@cioins.co.in	
BHUBANESHWAR - Shri Bimbadhar Pradhan	Orissa.
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: oio.bhubaneswar@cioins.co.in	
CHANDIGARH - Ms. Alka Jha	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding Gurugram, Faridabad, Sonepat
Jeevan Deep Building S.C.O. 20-27 Ground	and Bahadurgarh)
Floor , Sector 17 – A,	Himachal Pradesh, Union Territories of Jammu &
Chandigarh – 160 017.	Kashmir,
Tel.: 0172 - 2706196 / 2706468	Ladakh & Chandigarh.
Fax: 0172 - 2708274	
Email: oio.chandigarh@cioins.co.in	
CHENNAI - Shri K.Vinayak Rao	Tamil Nadu,
Office of the Insurance Ombudsman,	Tamil Nadu
Fatima Akhtar Court, 4th Floor, 453,	PuducherryTown and
Anna Salai, Teynampet,	Karaikal (which are part of Puducherry).
CHENNAI – 600 018.	
Tel.: 044 - 24333668 / 24335284	

ABSLI \_\_\_\_\_\_ Policy Contract \_\_\_\_\_\_ 2025

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

Office Details	Jurisdiction of Office (Union Territory, District)
Fax: 044 - 24333664	
Email: oio.chennai@cioins.co.in	
DELHI - Ms. Sunita Sharma	Delhi &
Office of the Insurance Ombudsman,	Following Districts of Haryana - Gurugram,
2/2 A, Universal Insurance Building,	Faridabad, Sonepat & Bahadurgarh.
Asaf Ali Road,	a a a a a a a a a a a a a a a a a a a
New Delhi – 110 002.	
Tel.: 011 - 23232481/23213504	
Email: oio.delhi@cioins.co.in	
GUWAHATI - Shri Ajay Kumar Sharma	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
•	Arunachal Pradesh,
Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: oio.guwahati@cioins.co.in	
	Anallaga Duadaala
HYDERABAD - Ms. G Shobha Reddy	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Union Territory of Puducherry.
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Fax: 040 - 23376599	
Email: oio.hyderabad@cioins.co.in	
JAIPUR – Shri Satyajeet Rajan	Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
Bhawani Singh Marg,	
Jaipur - 302 005.	
Tel.: 0141 - 2740363	
Email: oio.jaipur@cioins.co.in	
KOCHI- Shri Pradeep Kumar Jain	Kerala,
10th Floor, Jeevan Prakash, LIC Building,	Lakshadweep,
Opp to Maharaja's College, M.G.Road,	Mahe-a part of Union Territory of Puducherry.
Kochi - 682 011Tel.: 0484 - 2358759	
Faraily air amply land Origins as in	
Email: oio.ernakulam@cioins.co.in	Mad Bassal
KOLKATA - Ms Kiran Sahdev	West Bengal,
Office of the Insurance Ombudsman,	Sikkim,
Hindustan Bldg. Annexe, 7th Floor,	Andaman & Nicobar Islands.
4, C.R. Avenue,	
KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124340	
Fax: 033 - 22124341	
Email: oio.kolkata@cioins.co.in	
LUCKNOW - Shri. Atul Sahai	Districts of Uttar Pradesh :
Office of the Insurance Ombudsman,	Lalitpur, Jhansi, Mahoba, Hamirpur, Banda,
6th Floor, Jeevan Bhawan, Phase-II,	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra,
Nawal Kishore Road, Hazratganj,	Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur,

ABSLI	Policy Contract	202

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

Office Details	Installation of Office (Union Taxable ), Distallation
Office Details	Jurisdiction of Office (Union Territory, District)
Lucknow - 226 001.	Jalaun, Kanpur, Lucknow, Unnao, Sitapur,
Tel.: 0522 - 2231330 / 2231331	Lakhimpur, Bahraich, Barabanki, Raebareli,
Fax: 0522 - 2231310	Sravasti, Gonda, Faizabad, Amethi, Kaushambi,
Email: oio.lucknow@cioins.co.in	Balrampur, Basti, Ambedkarnagar, Sultanpur,
	Maharajgang, Santkabirnagar, Azamgarh,
	Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur,
	Chandauli, Ballia, Sidharathnagar.
MUMBAI –Ms. Sarojini S Dikhale	Goa,
Office of the Insurance Ombudsman,	Mumbai Metropolitan Region
3rd Floor, Jeevan Seva Annexe,	excluding Navi Mumbai & Thane.
S. V. Road, Santacruz (W),	
Mumbai - 400 054.	
Tel.:	
69038821/23/24/25/26/27/28/28/29/30/31	
Fax: 022 - 26106052	
Email: oio.mumbai@cioins.co.in	
	State of Uttaranchal and the following Districts of
NOIDA - Shri Bimbadhar Pradhan	Uttar Pradesh:
Office of the Insurance Ombudsman,	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,
Bhagwan Sahai Palace	Bulandshehar, Etah, Kanooj, Mainpuri, Mathura,
4th Floor, Main Road,	Meerut, Moradabad, Muzaffarnagar, Oraiyya,
Naya Bans, Sector 15,	Pilibhit, Etawah, Farrukhabad, Firozbad,
Distt: Gautam Buddh Nagar,	Gautambodhanagar, Ghaziabad, Hardoi,
U.P-201301.	Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,
Tel.: 0120-2514252 / 2514253	
Email: oio.noida@cioins.co.in	Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Ms Susmita Mukherjee	Bihar,
ATTA - Wis Sustifica Wickfieljee	Jharkhand.
Office of the Insurance Ombudsman,	That Kiraria.
office of the modratice officiality,	
2nd Floor, Lalit Bhawan,	
Bailey Road,	
Patna 800 001.	
Tel.: 0612-2547068	
Tel.: 0012-2547008	
Email: oio.patna@cioins.co.in	
PUNE - Shri Sunil Jain	Maharashtra,
Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane
Jeevan Darshan Bldg., 3rd Floor,	excluding Mumbai Metropolitan Region.
C.T.S. No.s. 195 to 198,	
N.C. Kelkar Road, Narayan Peth,	
Pune – 411 030.	
Tel.: 020-41312555	
Email: oio.pune@cioins.co.in	
Email: <u>oio.pune@cioins.co.in</u>	Area of Navi Mumboi Thana Dietriat Daired
Email: oio.pune@cioins.co.in  THANE- Shri Umesh Sinha	Area of Navi Mumbai, Thane District, Raigad
Email: oio.pune@cioins.co.in  THANE- Shri Umesh Sinha  Office of the Insurance Ombudsman,	District, Palghar District and wards of Mumbai,
Email: oio.pune@cioins.co.in  THANE- Shri Umesh Sinha  Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building,	_
Email: oio.pune@cioins.co.in  THANE- Shri Umesh Sinha  Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg,	District, Palghar District and wards of Mumbai,
Email: oio.pune@cioins.co.in  THANE- Shri Umesh Sinha  Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building,	District, Palghar District and wards of Mumbai,

ABSII	Policy Contract	202

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

Office Details	Jurisdiction of Office (Union Territory, District)
Email: <u>oio.thane@cioins.co.in</u>	

<sup>\*</sup>For updated list of Ombudsman please refer to the website at <a href="http://www.cioins.co.in/Ombudsman">http://www.cioins.co.in/Ombudsman</a>.

#### **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.

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### **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 mone are dependent on 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.

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#### **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 Policy

whichever is later.

- 2. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of Policy or
  - b. the date of commencement of risk or
  - c. the date of Revival of Policy or
  - d. the date of rider to the Policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

- 3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
- 9. The insurer can call for proof of Age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of Age of Life Insured. So, this Section will not be applicable for questioning Age or adjustment based on proof of Age submitted subsequently.

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