

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.

Please read this policy document carefully.

DEFINITIONS

1. **“Age”** – refers to age of the Life Insured as on the last birthday in completed years attained as on the Policy Issue Date or on the previous Policy Anniversary, as the case may be.
2. **“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.
3. **“Annualized Premium”** shall be the premium amount payable in a year chosen by the policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
4. **“Effective Sum Assured”** is the sum assured applicable as per Sum Assured Option opted and shown in the Policy Schedule. The Effective Sum Assured is:
 - Under Level Sum Assured option:
100% of initial sum assured throughout the policy term.
 - Under Increasing Sum Assured option:
100% of initial sum assured in the first policy year. Thereafter, provided any claim event has not occurred as per the Policy Benefit Provisions under this policy, the Effective Sum Assured will increase by 10% of the initial sum assured on each policy anniversary starting from first policy anniversary till the tenth policy anniversary.
5. **“Insurance Act”** – means the Insurance Act, 1938 as amended from time to time.
6. **“IRDAI”** – means the Insurance Regulatory and Development Authority of India.
7. **“Policy Anniversary”** means the date corresponds numerically with the Policy Issue Date in every calendar year until Policy Expiry Date.
8. **“Policy Issue Date”** is the date this policy is issued and your rights, benefits and risk cover begin, as shown in Your Policy Schedule.
9. **“Policy Year”** and **“Policy Month”** are measured from the Policy Issue Date and are periods of twelve calendar months and one calendar month, respectively.
10. **“Pre-Existing Disease”** is defined as any condition, ailment, injury or disease:
 - i) That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its revival (for policies revived with an effective date of revival on or after 60 days from the due date of the first unpaid premium), whichever is later; OR

ii) 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 revival (for policies revived with an effective date of revival on or after 60 days from the due date of the first unpaid premium), whichever is later; OR

iii) A condition for which any symptoms and or signs if presented and have resulted within three months of the issuance of the policy in a diagnostic illness or medical condition.

This exclusion will not be applicable to conditions, ailments or injuries or related condition(s) which are underwritten and accepted by insurer at inception.

Cancer Specific Definitions:

11. Early Stage of Cancer – The diagnosis of any of the listed below conditions must be established by histological evidence and be confirmed by an independent medical practitioner who is also an oncologist in the relevant field.

- a) **“Carcinoma in-situ”** – Carcinoma in-situ means the presence of malignant cancer cells that remain within the cell group from which they arose. It must involve the full thickness of the epithelium but does not cross basement membranes and it does not invade the surrounding tissue or organ. The diagnosis of which must be positively established by microscopic examination of fixed tissues.
- b) **“Prostate Cancer – Early Stage”** - Early Prostate Cancer that is histologically described using the TNM classification as T1N0M0 with a Gleason Score 2 (two) to 6 (six).
- c) **“Thyroid Cancer – Early Stage”** - All thyroid cancers that are less than 2.0 cm and histologically classified as T1N0M0 according to TNM classification.
- d) **“Bladder Cancer – Early Stage”** - All tumors of the urinary bladder histologically classified as TaNoMo according to TNM classification.
- e) **“Chronic Lymphocytic Leukemia – Early Stage”** - Chronic Lymphocytic Leukemia categorized as stage 0 (zero) to 2 (two) as per the RAI classification.
- f) **“Cervical Intraepithelial Neoplasia”** - Severe Cervical Dysplasia reported as Cervical Intraepithelial Neoplasia 3 (CIN3) on cone biopsy.

The following are specifically excluded from the definition of all Early Stage of Cancer:

- i). All tumors which are histologically described as benign, borderline malignant, or low malignant potential
- ii). Dysplasia, Intraepithelial Neoplasia or squamous intraepithelial lesions
- iii). Carcinoma in-situ of skin and Melanoma in-situ
- iv). All tumors in the presence of HIV infection are excluded

12. Major Stage of Cancer - A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. The diagnosis must be supported by histological evidence of malignancy and confirmed by a pathologist. The term cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.

The following are specifically excluded from the definition of Major Stage of Cancer:

- i). Tumors showing the malignant changes of carcinoma in-situ and tumors which are histologically described as pre-malignant or non-invasive, having any degree of malignant potential, or neoplasm of unknown behavior, including but not limited to: Carcinoma in-situ of breasts, Cervical Dysplasia CIN-1, CIN-2 & CIN-3
- ii). Any non-melanoma skin carcinoma without lymph nodes or distant metastasis
- iii). Malignant melanoma that has not invaded beyond the epidermis
- iv). All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v). All Thyroid cancers histologically classified as T1N0M0(TNM Classification) or below

- vi). Chronic Lymphocytic Leukemia less than RAI stage 3
- vii). All tumors of the urinary bladder histologically classified as TaN0M0 (TNM Classification)
- viii). All Gastro – Intestinal Stromal tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs
- ix). All tumors in the presence of HIV infection

13. "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.

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

15. "Appointee" means the person to whom the proceeds/benefits secured under the Policy are payable if the benefit becomes payable to the Nominee and Nominee is minor as on the date of claim payment.

16. "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.

17. "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.

ABSLI CSP

Ver 3/Dec/2024

POL/12/24-25/2456

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PREMIUM PROVISIONS

1. Policy Premium

Your Policy Schedule shows the annual premium, the premium paying term, premium paying mode, the installment premium and its due dates.

Subject to the Premium Discontinuance provision, we must receive each installment premium on or before its due date in order for this Contract to be valid and remain in effect.

2. Sum Assured Options

“Level Sum Assured Option” - Your sum assured chosen remains level with the Effective Sum Assured equal to 100% of the initial sum assured throughout the entire policy term.

“Increasing Sum Assured Option” - The Effective Sum Assured in the first year will be equal to 100% of the initial sum assured. Thereafter, provided any claim event has not occurred, the Effective Sum Assured will increase by 10% of the initial sum assured on each policy anniversary starting from first policy anniversary till the tenth policy anniversary.

POLICY BENEFIT PROVISIONS

Your Policy Schedule shows the Benefits available to you if the life insured is diagnosed with Early Stage of Cancer or Major Stage of Cancer.

3. Policy Benefit:

- a) **Early Stage of Cancer** – On diagnosis of Early Stage of Cancer, 30% of the Sum Assured on Illness will be paid.
- b) **Major Stage of Cancer** – On diagnosis of Major Stage of Cancer, 100% of the Sum Assured on Illness less any previously paid claim for Early Stage of Cancer under the policy will be paid.

Sum Assured on Illness is highest of:

- 10 times the Annualized premium; or
- 105% of Total Premiums paid till the date of a valid claim; or
- Effective Sum Assured

The only illness covered under this policy is Cancer as per its definition in Part B.

4. Premium Waiver Benefit

On approval of claim under the Early Stage of Cancer, all future premium payments for the policy will be waived for lower of five years or remaining policy term, starting from the next premium due date following the date of diagnosis of the Early Stage of Cancer condition. The coverage for Major Stage of Cancer under the policy will continue until the policy terminates. This benefit will be effective, once the investigations relating to the Early Stage of Cancer are completed and the diagnosis of Early Stage of Cancer is confirmed.

5. Income Benefit Option

This option can only be chosen at policy inception and once chosen cannot be opted out. Under the Income Benefit Option, a monthly income equivalent to 1% of the Sum Assured on Illness would be payable once a claim for Major Stage of Cancer has been admitted. This monthly income benefit will be paid for a fixed period of next 5 years even if it goes beyond the policy expiry date. In case of death of the policyholder, the nominee will continue to receive the income benefit.

6. Death Benefit

There is no death benefit payable under this policy.

7. Maturity Benefit

There is no maturity benefit payable under this policy.

8. Surrender Benefit

There is no surrender benefit available under this policy.

9. Grace Period

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

SAMPLE

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. Premium Discontinuance

If we do not receive the entire installment premium including revised premium by the end of the grace period, then all benefits under the policy will cease immediately and the policy will be deemed lapsed.

The lapse date is the date the first unpaid premium was due.

3. Revival

The lapsed policy can be revived for its full coverage within five years from the first unpaid premium due date. To revive the policy, you must pay all unpaid installment premiums due till date plus interest. The monthly interest rate for policy revival is determined by us as $(x+2\%)/12$ rounded to the next 0.5%, where x is the base rate of the State Bank of India. Currently, as declared on June 1st, 2024, the Company is charging a compound interest of 1% per month. Any change in basis of determination of interest rate for Revival can be done only after prior approval of IRDAI. The revival will be effected on satisfactory completion of fresh underwriting as per Board Approved Underwriting Policy. The effective date of revival is when these requirements are met and approved by the Company. Where the effective date of revival is on or after 60 days from the first unpaid premium due date, a fresh waiting period of 180 days from the effective date of revival will apply.

4. Policy Loan

This policy does not provide any loan.

5. Termination

This policy will terminate at the earliest of:

- i). the date when claim for Major Stage of Cancer is admitted provided Income Benefit Option has not been opted; or
- ii). the Policy Expiry Date; or
- iii). the date when the last instalment is paid if Income Benefit Option is opted; or
- iv). the date on which the reinstatement period ends after your policy has lapsed as per Premium Discontinuance provision; or
- v). on cancellation of the policy by the policyholder; or
- vi). on the date of intimation of death of the Life Insured
- vii). On the date of payment of free-look cancellation amount.

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

SAMPLE

GENERAL PROVISIONS

1. Contract

Your Contract includes this policy document, the proposal for the policy and any amendments, endorsement 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.

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

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 Contract 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 Application form and Sales Illustration shall be validated through One-time password (OTP) sent on Your mobile number/e-mail ID and undertaking obtained in the Client Declaration form if any or through any other means as may be notified by the Company from time to time.

2. Waiting Period

A waiting period of 180 days from the Policy Issue Date is applicable for all benefits payable under this coverage.

On revival:

- If a lapsed Policy is revived within 60 days from the first unpaid premium due date, only the remaining part of the waiting period will apply.
- If a lapsed Policy is revived after 60 days from the first unpaid premium due date, a waiting period of full 180 days will apply afresh.

3. Survival Period

There is no restriction of survival period after the date of diagnosis of cancer for the benefit to be paid.

4. Exclusions

We shall not be liable to make any payment, under any stage of Cancer if the covered conditions result directly or indirectly from any of the following causes:

- a) Pre-Existing Disease as defined in Part B above.
- b) If the diagnosis of the Cancer occurred during the waiting period or there were signs or symptoms during the waiting period that led to the subsequent diagnosis of the Cancer. This exclusion b) shall not apply for pre-existing diseases provided there is a full disclosure of the illnesses and accepted by ABSLI as per Board-approved Underwriting Policy.
- c) For any medical conditions suffered by the Life Insured or any medical procedure undergone by the Life Insured if that medical condition or that medical procedure was caused directly or indirectly by Acquired Immunodeficiency Syndrome (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV).
- d) For any medical condition or any medical procedure arising from the donation of any of the Life Insured's organs.
- e) For any medical conditions suffered by the Life Insured or any medical procedure undergone by the Life Insured, if that medical condition or that medical procedure was caused directly or indirectly by alcohol or drug abuse.
- f) For any medical condition or any medical procedure arising from 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.

5. Other Conditions

- a) Early Stage Cancer benefits can only be claimed once during the policy's lifetime.
- b) If the Life Insured claims for different stages of the same Cancer at the same time, the benefit will only pay the higher claim which is admitted under the policy.
- c) If there is more than one Cancer diagnosed in an event, the Company will only pay one benefit. That benefit will be the amount relating to the stage of Cancer which has the highest benefit amount.
- d) The policy terminates once a Major Stage Cancer claim is paid (although income benefits, if applicable, continue to be paid).

6. Currency and Place of Payment

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

7. Nomination

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

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

8. Assignment

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

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

9. Claim Procedures

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/customer-service/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.

ABSLI must receive written notice of any claim against diagnosis of Early Stage or Major Stage Cancer condition within 60 days of diagnosis. The admission of such claims will be subject to satisfactory proof of diagnosis of the Life Insured and that the Life Insured has undergone an eligible treatment and/or surgery. In order to verify the validity of a claim, we shall have the right to call for a medical examination of the Life Insured and request any additional proof and/or documents in support of the claim at our sole and absolute discretion. Valid claims will be payable only if diagnostic expenses have incurred in India.

Within sixty (60) days of being in receipt of the last requirement (document/ information), a decision to either accept or reject the claim would be taken and communicated to the Life Insured.

However ABSLI may condone a delay in claim intimation beyond this 60 day limit where the delay is proved to be for reasons beyond the control of the claimant. On delay in claim settlement for claim accepted cases, ABSLI shall pay a penal interest on the claim amount as prescribed by IRDAI.

Before payment of any claim, we shall require as a minimum the following information:

- Policy number;
- Duly completed claim forms in our prescribed format; and
- Duly certified photocopy/duplicate of Hospital Discharge Card / Summary

Medical evidence in the form of diagnostic reports, bills, prescriptions, any other document to support Hospital Admission / Surgery.

The Company may request additional information or requirement to support a proof of claim. 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.

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, 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 the 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

10. 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.

11. Misstatement of Age

If the date of birth of the Life Insured has been misstated and the policyholder has paid less installment premium than would have been payable for correct age, the company would be entitled to charge and the policyholder would be obliged to pay for such premium difference since inception of the policy with interest at the rate as decided by ABSLI from time to time. In case of termination of the policy any unpaid balance will be adjusted from the benefit payout.

If the date of birth of the Life Insured has been misstated and the policyholder has paid higher installment premium than would have been payable for correct age, the Company shall refund the excess premiums without any interest.

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

12. Taxation

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

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

13. Fraud and Mis-statement

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

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

14. Electronic Transactions

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

15. 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.

16. Governing Law and Jurisdiction

The Policy shall be interpreted in accordance with and governed by the laws of India and only competent courts at the place of issue of this Policy shall have jurisdiction to entertain legal action.

17. Loss of Policy Document

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.

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 compliant 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: care.lifeinsurance@adityabirlacapital.com and for NRI Customers - absli.nrihelpdesk@adityabirlacapital.com or You may also register your grievance on our web portal <https://lifeinsurance.adityabirlacapital.com/grievance-redressal>.

– 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 on (Timings: Daily 10 a.m. to 7 p.m.)Whatsapp no. 8828800040 or email: Grievance.lifeinsurance@adityabirlacapital.com

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

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

– Email ID: complaints@irda.gov.in

– You can also register Your complaint online at

– <https://bimabharosa.irdai.gov.in>

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach IRDAIs Integrated Grievance Management System (IGMS) on the following contact details:

Address for communication for complaints:

By Phone : 155255 or 1800 4254 732

By paper: Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell,

Insurance Regulatory and Development Authority of India,

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

Nanakramguda, Gachibowli, Hyderabad – 500032

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.

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

- a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999
- b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- c) Disputes over premium paid or payable in terms of insurance policy;
- d) Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- e) Legal construction of insurance policies insofar as the dispute relates to claim;

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

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

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

Factors / Disclaimers

This policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a non-participating traditional health 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. Insurance is the subject matter of the solicitation.

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.

Appendix - I

***List of Ombudsman**

Office Details	Jurisdiction of Office (Union Territory, District)
<p>AHMEDABAD - Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU – Shri Vipin Anand Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL – Shri R M Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Manoj Kumar Parida Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>

<p>CHANDIGARH - Shri Atul Jerath Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI - Shri N Sankaran Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p>DELHI - Ms. Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI - Shri Somnath Ghosh Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri N Sankaran Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>

<p>Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	
<p>JAIPUR – Shri Rajiv Dutt Sharma Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>KOCHI- Shri Girish Radhakrishnan 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI –Ms. Susmita Mukherjee Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>

<p>Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	
<p>NOIDA - Shri Bimbadhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

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

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:

- a. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- b. 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.
- c. 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.
- d. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- e. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- f. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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
- o. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

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

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

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

ANNEXURE C

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

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

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.
2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.

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

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

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