

## 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/Annuitant and the Company or issued by 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.

### DEFINITIONS

1. **"Accident"** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **"Act"** refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
3. **"Age"** is the Age of the Annuitant(s) on the last birthday at the time of commencement of the Policy.
4. **"Annualized Premium/One Full Year Premium"** shall be the premium amount payable in a year chosen by the Policyholder for Limited Pay, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
5. **"Annuitant(s)"** means the person or persons named in the Policy Schedule, on whose life/ lives the Policy is effected.
6. **"Annuity"** means the fixed amount guaranteed at Date of Commencement of Risk payable under the Policy, as per the Annuity Payment Frequency chosen by You and as specified in the Policy Schedule.
7. **"Annuity Option"** means the Annuity Option chosen by You and appearing in the Policy Schedule. Annuity Option once chosen cannot be altered.
8. **"Annuity Payment Frequency"** means the frequency of Annuity payment as chosen by the Annuitant from the available modes of Annuity i.e. yearly, half-yearly, quarterly, and monthly.
9. **"Appointee"** means the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the Nominee if the benefit becomes payable to the Nominee and Nominee is Minor (as on the date of claim payment).
10. **"Assignee"** means the person to whom the rights and benefits are transferred by virtue of an Assignment.
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. **"Assignor"** means the person who transfers the rights and benefits of the life insurance Policy to the Assignee.
13. **"Beneficiary" or "Claimant"** means You, Annuitant, Nominee(s) (if valid Nomination is effected), Assignee(s) or their heirs, legal representatives or holders of a succession certificate in case Nominee(s) or Assignee(s) is/are not alive at the time of claim.

- 14. "Date of Commencement of Risk" or "Risk Commencement Date"** means the date as specified in the Schedule, on which the insurance cover/risk under the Policy commences.
- 15. "Death Benefit"** means the benefit payable on death of the Annuitant(s) as specified in Part C of this Policy.
- 16. "Deferred Annuity"** means an option where the Annuity is payable upon expiry of the Deferment Period, as per the payment frequency chosen by You.
- 17. "Deferment Period"** means the period from Date of Commencement of Risk till the Policy Anniversary preceding the date on which the first Annuity payment is made by Us to the Annuitant as per Deferred Annuity Option.
- 18. "Discharge Form"** is the form to be filled by the Annuitant /Claimant to claim the Surrender/ Death Benefit under this Policy.
- 19. "Due Date"** means a fixed date on which the Annuity is due and payable.
- 20. "Endorsement"** means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
- 21. "Free Look Period"** means the period as specified in Part D of this Policy, during which You have an option to return the original Policy to Us by stating the objections/reasons for such disagreement in writing.
- 22. "Grace Period"** means a period of 15 (Fifteen) days from the due date of the unpaid Premium under monthly Premium payment frequency and 30 (Thirty) days from the due date of first unpaid Premium for all other Premium payment frequencies. The Grace period is not applicable for Single Premium payment term.
- 23. "Guaranteed Additions"** means the guaranteed additions payable in accordance with Part C of the Policy.
- 24. "Guaranteed Surrender Value"** means the Surrender Value as computed in Part D of the Policy, which is guaranteed by Us.
- 25. "Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
- 26. "Injury"** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 27. "In-force"** policy means a policy where all due premiums are paid on the due date.
- 28. "Instalment Premium"** is the premium as payable by You on the due dates in the Premium Payment Term, as specified in the Policy Schedule for effecting and continuing risk cover under this Policy.
- 29. "IRDAI" or "Authority"** means Insurance Regulatory and Development Authority of India.

- 30. "Living Certificate"** means a declaration in a format specified by the Company, from the Annuitant(s) duly signed by a gazetted officer and/or a Registered Medical Practitioner (who should quote his medical council registration number) declaring that the Annuitant(s) is/are living on the date of the declaration and the said declaration should be accompanied with a self-attested identification proof of the respective Annuitant(s) duly verified by the gazetted officer and/or the Registered Medical Practitioner or any other person as notified by the Company from time to time.
- 31. "Joint Life Annuity"** refers to the Policy taken jointly on the lives of Primary Annuitant and Secondary Annuitant.
- 32. "Lapse" or "Lapsed Policy"** means the status of the Policy where the Policy has not acquired a Surrender Value and Premium due is not paid till the expiry of the Grace Period.
- 33. "Loan"** means an amount granted by the Company, at a specified interest rate, to the Policyholder against the Surrender Value available under this Policy as specified in Part D of this Policy.
- 34. "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 / Annuitant/Policyholder under this policy and would be independent of the Insurer.
- 35. "Major"** is a person who is aged 18 years and above.
- 36. "Minor"** is a person who has not completed 18 years of age.
- 37. "Nomination"** is the process of nominating a person who is named as "Nominee" in the Proposal 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.
- 38. "Nominee"** means a person nominated by You in accordance with Part F to receive the Death Benefit in case of death of the Annuitant (in case of single life) or of the last survivor (in case of Joint Life Annuity) under this Policy and whose name is mentioned in the Schedule.
- 39. "National Pension System (NPS)"** means a defined contribution pension system administered and regulated by Pension Fund Regulatory and Development Authority (PFRDA).
- 40. "Policy"** means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You, subject to Our acceptance of the same and any endorsement issued by Us.
- 41. "Policy Anniversary"** means the annual anniversary of the Date of Commencement of Risk.
- 42. "Policy Term"** means:
1. In case of 'Single Life', the Policy term will be the period commencing on the Date of Commencement of Risk till the death of the Annuitant,

2. In case of 'Joint Life', the Policy term will be the period commencing on the Date of Commencement of Risk till the death of the last surviving Annuitant.

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

**44. "Policyholder" or "You" or "Your"** means the legal owner of this Policy and as named in the Policy Schedule.

**45. "Policy Issue Date"** is the date specified in the Policy Schedule on which this Policy is issued and Your rights, benefits and cover begins under this Policy.

**46. "Policy Schedule"** means the Policy schedule and any annexures, tables, and/or Endorsements attached to it from time to time, and forming part of this Policy.

**47. "Premium Payment Term"** means the term specified in the Schedule, during which the Premiums are payable by You.

**48. "Primary Annuitant"** (applicable under Joint Life Annuity Option) is the person on whose life this Policy has been taken and who is entitled to receive the annuity benefits as stated in Policy Schedule. For Joint Life Annuity option under this Policy, the word, "Annuitant" is used for "Primary Annuitant".

**49. "Proposal Form"** means the form filled in and completed by You, for the purpose of obtaining insurance coverage under this Policy

**50. "Purchase Price"** is the amount paid by the Policyholder/Annuitant as mentioned in the Policy Schedule. The term Purchase Price and the Premium are used interchangeably in this Policy Document. Purchase Price / Premium does not include any taxes which are payable separately.

**51. "Reduced Paid Up (RPU)"** means the state of the Policy which arises on account of failure to pay due Premium within the Grace Period, once the policy has acquired surrender value. Benefits are reduced as per the terms and conditions of the Policy.

**52. "Revival"** means restoration of the Policy, which was discontinued due to the non-payment of premium, by Us 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.

**53. "Revival Period"** means a period of 5 consecutive years from the due date of first unpaid instalment of Premium, during which period You will be entitled to revive the Policy in Lapsed State or in Reduced Paid-up State.

**54. "QROPs" or "Qualifying Recognised Overseas Pension Scheme"** means an overseas pension scheme that meets certain requirements set by Her Majesty's Revenue and Customs (HMRC). A QROPS is a pension scheme established outside the UK that is broadly similar to a UK registered pension scheme. For further details on QROPs, please refer to the guidelines provided by HMRC, as amended from time to time.

- 55. "Secondary Annuitant"** (applicable under Joint Life Annuity Options) is the person entitled to receive the annuity payment, in the event of death of the Primary Annuitant or as the case may be.
- 56. "Single Premium"** means the premium amount specified in the Schedule and paid to Us in a single instalment.
- 57. "Special Surrender Value"** means the special surrender value as computed in Part D of the Policy.
- 58. "Surrender"** means complete withdrawal / termination of the entire Policy.
- 59. "Surrender Value"** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy.
- 60. "Top Up Premium"** is an amount of premium that may be paid by You (excluding applicable taxes, cesses and levies) at irregular intervals besides the Single Premium to exercise the top up option to enhance the Annuity.
- 61. "Total Premiums Paid"** means total of all the premiums paid under the base product, excluding any extra premiums and taxes, if collected explicitly.
- 62. "UIN"** means the Unique Identification Number allotted to this plan by the IRDAI.
- 63. "We" or "Our" or "Us" or "Company"** means Aditya Birla Sun Life Insurance Company Limited.

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

### 1. **Death Benefit**

In the event of death of the Annuitant(s) after Date of Commencement of Risk, below mentioned Death Benefit, shall be payable as per the Annuity option chosen at inception.

#### 1.1. **Life Annuity:**

Under this option for both Single and Joint Life, no Death Benefit shall be payable.

#### 1.2. **Annuity Certain for a specified period and thereafter for Life:**

##### 1.2.1 **For Single Life:**

Under this option, in the event of death of the Annuitant during the chosen Annuity Certain Period as specified in the Policy Schedule, the Annuity amount shall continue to be paid to the Nominee/legal heir till the end of the Annuity Certain Period. In the event of death of the Annuitant after the Annuity Certain Period, no Death Benefit shall be payable.

##### 1.2.2 **For Joint Life:**

This option is not available for Joint Life and thereby Death Benefit is not applicable.

#### 1.3. **Life Annuity with Return of Balance of Purchase Price:**

##### 1.3.1 **For Single Life:**

Under this option, in the event of death of Annuitant, the Nominee/legal heir shall be paid a lump-sum amount equal to the Purchase Price less the sum of Annuity amount already paid. If the balance is nil or negative, then no benefit shall be payable on death of the Annuitant.

##### 1.3.2 **For Joint Life:**

This option is not available for Joint Life and thereby Death Benefit is not applicable

#### 1.4. **Life Annuity with 50% Annuity payable to Secondary Annuitant on death of Primary Annuitant:**

##### 1.4.1 **For Single Life:**

This option is not available for Single Life and thereby Death Benefit is not applicable.

##### 1.4.2 **For Joint Life:**

- a) Under this option, in the event the Primary Annuitant predeceases the Secondary Annuitant, 50% of Annuity will be payable as long as the Secondary Annuitant is alive.
  - b) If the Secondary Annuitant predeceases the Primary Annuitant, 100% of Annuity shall continue to be payable as long as the Primary Annuitant is alive.
- No other death benefit is payable under this option

#### 1.5. **Life Annuity with Return of Purchase Price:**

##### 1.5.1 **For Single Life:**

Under this option, in the event of death of Annuitant, lump-sum amount equal to a percentage of Purchase Price as specified in the Policy Schedule, shall be payable to the Nominee/legal heir.

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death.

##### 1.5.2 **For Joint Life:**

Under this option, in the event of death of either the Primary or Secondary Annuitant, the Annuity shall continue to be paid to the surviving Annuitant. On death of last surviving Annuitant, lump-sum amount equal to a percentage of Purchase Price as specified in the Policy Schedule, shall be payable to the Nominee/legal heir.

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death of the last survivor.

**1.6. Life Annuity with enhanced Annuity on Critical Illness /Accidental Permanent Disability and with Return of Purchase Price:**

**1.6.1 For Single Life:**

Under this option, in the event of death of the Annuitant, a lump-sum amount equal to the Purchase Price shall be paid to the Nominee/legal heir.

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death.

**1.6.2 For Joint Life:**

This option is not available for Joint Life and thereby Death Benefit is not applicable.

**1.7. Life Annuity with Return of Purchase Price on attainment of Age 80 years:**

**1.7.1 For Single Life:**

Under this option, in the event of death of the Annuitant before the attained age of 80 years, a lump-sum amount equal to the Purchase Price shall be paid to the Nominee/legal heir. However, in the event of death of the Annuitant after the attained age of 80 years, there will not be any death benefit payable.

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death.

**1.7.2 For Joint Life:**

This option is not available for Joint Life and thereby Death Benefit is not applicable.

**1.8. Life Annuity with partial Return of Purchase Price to Survivor and balance to Nominee:**

**1.8.1 For Single Life:**

This option is not available for Single Life and thereby Death Benefit is not applicable.

**1.8.2 For Joint Life:**

Under this option, in the event of death of either the Primary or Secondary Annuitant, Annuity shall continue to be paid to the surviving Annuitant along with 50% of Purchase Price which shall be paid in lumpsum. After the death of the last surviving Annuitant, remaining 50% of the Purchase Price shall be paid to the Nominee/legal heir in a lumpsum.

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death of the last survivor.

**1.9. Deferred Life Annuity with Return of Premium:**

**1.9.1 For Single Pay:**

**For Single Life:**

Under this option, in the event of death of the Annuitant, either during or after the end of Deferment period, the higher of the below shall be payable to the Nominee/legal heir in a lump-sum:

1. 110% of Purchase Price or
2. [Purchase Price Plus Accrued Guaranteed Additions Less sum of Annuity amount already paid]

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death.

**For Joint Life:**

Under this option, in the event of death of the last surviving Annuitant, either during or after the end of Deferment period, the higher of the below shall be payable to the Nominee/legal heir in a lump-sum:

1. 110% of Purchase Price
2. [Purchase Price Plus Accrued Guaranteed Additions Less sum of Annuity amount already paid]

Death Benefit of the last survivor shall be subject to a minimum of Surrender Value applicable at the time of death of the last survivor.

**1.9.2 For Limited Pay:**

**For Single Life:**

Under this option, in the event of death of the Annuitant during the Deferment period, the higher of the below shall be payable to the Nominee/legal heir in a lump-sum:

1. 105% of Total Premiums Paid or
2. [Total Premiums Paid Plus Accrued Guaranteed Additions Less sum of Annuity amount already paid]

Under this option, in the event of death of the Annuitant after the end of Deferment period, the higher of the below shall be payable to the Nominee/legal heir in a lump-sum:

1. 100% of Total Premiums Paid or
2. [Total Premiums Paid Plus Accrued Guaranteed Additions Less sum of Annuity amount already paid]

Death Benefit shall be subject to a minimum of Surrender Value applicable at the time of death.

**For Joint Life:**

Under this option, in the event of death of the last surviving Annuitant, during the Deferment period, the higher of the below shall be payable to the Nominee/legal heir in a lump-sum:

1. 105% of Total Premiums Paid
2. [Total Premium Paid Plus Accrued Guaranteed Additions Less sum of Annuity amount already paid]

Under this option, in the event of death of the last surviving Annuitant, after the end of Deferment period, the higher of the below shall be payable to the Nominee/legal heir in a lump-sum:

1. 100% of Total Premiums Paid
2. [Total Premium Paid Plus Accrued Less sum of Annuity amount already paid]

Death Benefit of the last survivor shall be subject to a minimum of Surrender Value applicable at the time of death of the last survivor.

**1.9.3 Guaranteed Additions:**

- a) Guaranteed Additions shall accrue on a monthly basis during the Deferment Period, which shall be equal to 2% of the annual Annuity.
- b) Guaranteed Additions are payable only in the event of death of the Annuitant (last survivor in case of Joint Life).
- c) No Guaranteed Additions are added to the Policy after the end of the Deferment Period



### **1.10 NPS – Family Income**

As per prevailing regulations, on death of the Annuitant (last surviving Annuitant in case of Joint life), the Annuity payment would cease and refund of the Purchase Price shall be utilized to purchase an Annuity afresh, at the then prevailing Annuity rates for Annuity Option 'Life Annuity with Return of Purchase Price', for living dependent parents (if any) as per the order specified below.

- a) Living dependent mother of the deceased subscriber
- b) Living dependent father of the deceased subscriber

The Annuity would continue until all such family members in the order specified above are covered. After the coverage of all such family members, the Purchase Price shall be returned to the surviving children of the subscriber and in the absence of the children, the nominee/legal heir of the subscriber, as may be applicable.

#### **Note: - For all the Annuity Options mentioned above:**

- a. If any Annuity is paid by Us after the date of death of the Annuitant or last surviving Annuitant, as the case may be, but before the date of intimation of death, We shall deduct an amount equal to the total of such Annuity paid from the Death Benefit payable under this Policy.
- b. Once the death benefit is paid, no future benefits will be payable.

## **2 Survival Benefit**

In the event of survival of Annuitant(s), survival benefit as mentioned below, shall be payable as per the Annuity Option chosen at inception:

### **2.1 Life Annuity:**

#### **2.1.1 For Single Life:**

Under this option, Annuity shall be payable as long as the Annuitant is alive. Annuity will remain level throughout the Policy Term or shall increase at a simple rate at each Policy Anniversary as specified in the Policy Schedule.

#### **2.1.2 For Joint Life:**

Under this option, Annuity shall be payable as long as either of the Primary or Secondary Annuitant is alive. Annuity will remain level throughout the Policy Term or shall increase at a simple rate at each Policy Anniversary as specified in the Policy Schedule.

### **2.2 Annuity Certain for a specified period and thereafter for Life:**

#### **2.2.1 For Single Life:**

Under this option, the Annuity is guaranteed to be payable during the Annuity Certain Period, as specified in the Policy Schedule. On survival of the Annuitant after Annuity Certain Period, Annuity shall continue for as long as the Annuitant is alive.

#### **2.2.2 For Joint Life:**

This option is not available for Joint Life and thereby survival benefit is not applicable.

### **2.3 Life Annuity with Return of Balance of Purchase Price:**

#### **2.3.1 For Single Life:**

Under this option, Annuity shall be payable as long as the Annuitant is alive. Annuity will remain level throughout the Policy Term or shall increase at a simple rate at each Policy Anniversary as specified in the Policy Schedule.

#### **2.3.2 For Joint Life:**

This option is not available for Joint Life and thereby survival benefit is not applicable.

### **2.4 Life Annuity with 50% Annuity payable to Secondary Annuitant on death of Primary Annuitant:**

**2.4.1 For Single Life:**

This option is not available for Single Life and thereby survival benefit is not applicable.

**2.4.2 For Joint Life:**

Under this option, Annuity will be payable as long as the Primary Annuitant is alive.

- a) If Primary Annuitant predeceases the Secondary Annuitant, 50% of Annuity shall be payable as long as the Secondary Annuitant is alive.
- b) If the Secondary Annuitant predeceases the Primary Annuitant, 100% of Annuity shall continue to be payable as long as the Primary Annuitant is alive.

**2.5 Life Annuity with Return of Purchase Price:**

**2.5.1 For Single Life:**

Under this option, Annuity shall be payable as long as the Annuitant is alive.

**2.5.2 For Joint Life:**

Under this option, Annuity shall be payable as long as either Primary or Secondary annuitant is alive.

**2.6 Life Annuity with enhanced Annuity on Critical Illness/Accidental Permanent Disability and with Return of Purchase Price:**

**2.6.1 For Single Life:**

Under this option, Annuity shall be payable as long as the Annuitant is alive.

On first occurrence of any one of the 42 specified Critical Illnesses or Accidental Permanent Disability, as specified in Annexure D, before the attained Age of 70 years, Annuity shall be enhanced by 50% and shall be payable as long as the Annuitant is alive.

**2.6.2 For Joint Life:**

This option is not available for Joint Life and thereby survival benefit is not applicable.

**2.7 Life Annuity with Return of Purchase Price on attainment of Age 80 years:**

**2.7.1 For Single Life:**

Under this option, Annuity shall be payable as long as the Annuitant is alive. On survival of the Annuitant on the Policy Anniversary falling after the attained age of 80 years, a lump-sum amount equal to the Purchase Price shall be payable to the Annuitant. The Annuity shall continue even after the return of purchase price, as long as the Annuitant is alive.

**2.7.1 For Joint Life:**

This option is not available for Joint Life and thereby survival benefit is not applicable.

**2.8 Life Annuity with partial Return of Purchase Price to Survivor and balance to Nominee:**

**2.8.1 For Single Life:**

This option is not available for Single Life and thereby survival benefit is not applicable.

**2.8.2 For Joint Life:**

Under this option, Annuity shall be payable as long as either of the Primary or the Secondary Annuitant is alive.

**2.9 Deferred Life Annuity with Return of Premium:**

**2.9.1 For Single Life:**

Under this option, Annuity shall be payable after the end of the Deferment Period for as long as the Annuitant is alive.

**2.9.2 For Joint Life:**

Under this option, Annuity shall be payable after the end of the Deferment Period for as long as either of the Primary or the Secondary Annuitant is alive.

## **2.10 NPS – Family Income**

Under this option, the annuity benefit would be payable in accordance with the regulations as prescribed by Pension Fund Regulatory and Development Authority (PFRDA) from time to time. Any change in the product due to changes in the regulations prescribed by PFRDA shall be subject to prior IRDAI approval.

As per prevailing regulations, Annuity will be payable as long as either subscriber and his/her spouse (if any) is alive.

**2.11** The Annuity shall be payable in arrears as per the chosen Annuity Payment Frequency from the date of purchase of the plan or from the end of the Deferment Period, whichever is applicable.

**2.12** The Annuity Option chosen at Policy inception, cannot be changed thereafter.

## **2.13 Procedure for Payment of the Survival Benefit:**

- a) For payment of the survival benefits, We will require a Living Certificate in the format prescribed by Us to be submitted by the Annuitant / Primary Annuitant / Secondary Annuitant, to Us at least 30 days before the end of each Policy Year. Living certificate can also be submitted by digital means as prescribed by the Company
- b) In case of Joint Life, after the death of either Primary or Secondary Annuitant, the Living Certificate of the surviving Annuitant will be required to be submitted to Us at least 30 days before the end of each Policy Year.
- c) The above document should be duly signed by a gazetted officer or a Medical Practitioner or a scheduled bank branch manager or public notary or any other person as notified by the Company from time to time.
- d) If the foregoing documentation is not received by Us at least 30 days before the end of each Policy Year, the payment of survival benefit will automatically cease from the commencement of the immediately succeeding Policy Year until the same is submitted to Us.
- e) In certain cases, we may require the Annuitant to submit the above documents in person.
- f) We reserve the right to modify the process and requirements set out above with the prior approval of the IRDAI.

## **3. Maturity Benefit**

No maturity benefit is payable under the Policy.

## **4. Policy Premium**

Once the Purchase Price has been received no other premium payments will be accepted under the Policy, except Top-up Purchase Price.

## **5. Top-up Annuity**

You shall have the option, during the term of the Policy, to increase the Annuity by paying an additional Purchase Price called Top-Up Purchase Price.

- 5.1. This option can be chosen anytime while the Policy is in-force. The Top-up Annuity will be effective immediately after the date of exercising the option.
- 5.2. Once exercised, this option cannot be subsequently removed.
- 5.3. Top-up Annuity is available for all the Annuity Options except for Annuity Option 'Life Annuity with Enhanced Annuity on Critical Illness/ Accidental Permanent Disability and with Return of Purchase Price'.
- 5.4. The eligibility criteria as applicable at Policy Inception shall be applicable for Top-up Annuity also.
- 5.5. The Option and Annuity Payment Frequency for the Top up Annuity will be as same as that of the base Annuity.
- 5.6. The Annuity amount paid from the Top up premium will be dependent on the Age and Annuity rate prevailing at the time of exercising the Top-up option.
- 5.7. For Annuity Option 'Deferred Life Annuity with Return of Premium' -
  - Top-up option will not be available post the end of the deferment period.

- The Deferment Period of the Top-up Annuity will be the outstanding Deferment Period of the Policy.
  - Guaranteed Additions will also apply on Top-up Annuity
- 5.8. For options wherein Joint life is allowed, Top-up Annuity will be available only if both Primary and Secondary Annuitant are alive.
- 5.9. Top-up Purchase Price will be considered for benefit payable on Survival, Death or Surrender as applicable.
- 5.10. Top-up option would not be available for QROPs and NPS customers.
- 5.11. Top-up Annuity option shall not be available after the product, 'ABSLI Guaranteed Annuity Plus', is withdrawn.

## **6. Grace Period**

None for Single Pay.

For Limited Pay, the Policyholder will have a Grace Period of 30 days (15 days in case of monthly mode frequency) from the premium due date to pay premiums. During this period, all coverage under the policy will continue. If the premium is not paid within the Grace Period then one of the following will happen:

- If less than One Full Year Premium has been paid then policy will lapse and all benefits will cease immediately.
- Otherwise, the policy will continue on a Reduced Paid-Up basis.

In case of death during the grace period, ABSLI will recover the unpaid premium due from the death benefit payable.

## PART D – POLICY TERMS AND CONDITIONS

### 1. Free look Period

- 1.1 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 along with Annuity paid, if any, while issuing Your Policy in accordance with IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

#### **For Option 10 (NPS – Family Income)—**

##### **Free Look Cancellation—**

You will have the right to return Your Policy to Us within 30 days from the date of receipt of the Policy, in case You disagree with the terms & conditions of Your Policy. The premium paid will be refunded in the NPS Trust/Trustee Bank Account 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 along with Annuity paid, if any, while issuing Your Policy in accordance with IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

The amount refunded shall be only utilized for purchasing another annuity either from Us or from any other Annuity Service Provider.

#### 1.2 The treatment of the Policy shall be as follows:

- For standalone Annuity policies, the proceeds from cancellation shall be returned to the Policyholder.
- If the Policy is purchased out of proceeds of a deferred pension plan of any other insurance company, the proceeds from cancellation will be transferred back to that insurance company.
- If the Policy is purchased through proceeds from Subscribers NPS funds, the proceeds from cancellation/surrender shall be transferred back to the NPS Trust/Trustee Bank Account from where the money was received under intimation to the Central Record-keeping Agency (CRA).
- If the Policy is purchased out of proceeds of schemes such as Superannuation schemes, where compulsory purchase of an Annuity is required, the proceeds from cancellation will be transferred back to the fund from where the money was received.
- If the Policy is purchased as QROPS through transfer of UK tax relieved assets or any other scheme where compulsory purchase of annuity is required, the proceeds from cancellation in Free Look Period shall only be transferred back to the fund house from where the money was received.

Free look option stated above cannot be exercised, if the Policy has been purchased from funds which are arising from any of Our pension plans under which annuitizing is compulsory and open market option is not available.

### 2. Premium Discontinuance (for Limited Pay Policies)

- i) If at least One Full Year Premium has not been received by Us under the Policy, the Policy will immediately and automatically Lapse at the expiry of the Grace Period, and no benefits will be payable under the Policy thereafter.
- ii) If at One Full Year Premium has been received under the Policy, then, the Policy will not lapse, and it will get converted to a Reduced Paid Up (RPU) Policy at the expiry of the Grace Period.

The Policyholder may revive a Lapsed/Reduced Paid-Up Policy during the Revival Period, subject to the conditions mentioned in the Revival clause below.

### 3. **Reduced Paid-Up (RPU) Benefits**

Single Pay: Not Applicable

Limited Pay: The policy acquires Surrender Value upon payment of One Full Year Premium from the date of inception of the policy.

Where the policy has not acquired Surrender Value and if the due premium is not received till the expiry of the grace period, such policy shall lapse and all benefits under the policy will cease immediately.

Once the policy has acquired Surrender Value and if the due premium is not received till the expiry of the grace period, then such policy shall continue on a Reduced Paid-Up (RPU) basis. After the policy has become RPU, the following benefits shall be payable under the policy:

The **RPU Annuity** shall be equal to the Annuity multiplied by the **RPU Factor**, where the RPU Factor is the ratio of:

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

Under RPU, Accrued Guaranteed Additions shall not be reduced and will remain attached to the Policy.

An RPU policy shall not be entitled to any future Guaranteed Additions. Consequently, the Accrued Guaranteed Additions on the date of the Policy becoming RPU shall be frozen and will not increase further.

#### a) **Death benefit for RPU Policies**

##### Single Life

On death of the Annuitant, during the Deferment period, the death benefit payable to the nominee/legal heirs is the higher of

1. 105% of Total Premiums Paid
2. [Total Premiums Paid + Accrued Guaranteed Additions – Total Annuity amount already paid]

On death of the Annuitant, after the end of Deferment period, the death benefit payable to the nominee/legal heirs is the higher of

1. 100% of Total Premiums Paid
2. [Total Premiums Paid + Accrued Guaranteed Additions – Total Annuity amount already paid]

##### **Joint Life**

On death of the last survivor, during the Deferment period, the death benefit payable to the nominee/legal heirs is the higher of

1. 105% of Total Premiums Paid
2. [Total Premiums Paid + Accrued Guaranteed Additions – Total Annuity amount already paid]

On death of the last survivor, after the end of Deferment period, the death benefit payable to the nominee/legal heirs is the higher of

1. 100% of Total Premiums Paid
2. [Total Premiums Paid + Accrued Guaranteed Additions – Total Annuity amount already paid]

**b) Survival Benefit for RPU Policies**

Single Life

RPU Annuity is payable, after the end of the Deferment Period, for as long as the Annuitant is alive as per the chosen Frequency of Annuity payment.

Joint Life

RPU Annuity is payable, after the end of the Deferment Period, for as long as either of the Primary and the Secondary Annuitant is alive, as per the chosen Frequency of Annuity payment.

**4. Surrender Benefit**

**4.1.** No surrender benefit shall be payable, for the below mentioned Annuity Options:

- a) Life Annuity
- b) Annuity Certain for a specified period and thereafter for Life
- c) Life Annuity with return of Balance of Purchase Price
- d) Life Annuity with 50% Annuity payable to secondary annuitant on death of primary annuitant.

**4.2.** For the below mentioned Annuity Options, surrender benefit as specified below shall be payable:

- a) Life Annuity with Return of Purchase Price
  - b) Life Annuity with enhanced Annuity on Critical Illness / Accidental Permanent Disability and with Return of Purchase Price
  - c) Life Annuity with Return of Purchase Price on attainment of Age 80 years
  - d) Life Annuity with partial Return of Purchase Price to Survivor and balance to Nominee
- The Policy can be surrendered by the Policyholder any time after the Date of Commencement of the Policy.
  - For Life Annuity with Return of Purchase Price on attainment of age 80 years option, the Policy can be surrendered by the Policyholder any time after the Date of Commencement of the Policy and before the Annuitant's attained age of 80 years.

The Surrender Value payable will be the Special Surrender Value (SSV).

Special Surrender Value is calculated as below:

For Option 5:

Special Surrender Value (SSV) = [SSF1 x Annuity] + [SSF2 x Purchase Price x Return of Premium Percentage]

For Option 6 & 7:

Special Surrender Value (SSV) = [SSF1 x Annuity] + [SSF2 x Purchase Price]

For Option 8:

Special Surrender Value (SSV) = [SSF1 x Annuity\*] + [SSF2 x Purchase Price x 50% x L]

L is 2 if both Primary and Secondary Annuitants are alive; L is 1 if any one of the Primary or the Secondary Annuitant is alive.

Where,

- Annuity corresponds to Annual Frequency of Annuity payment and includes enhanced Annuity on diagnosis of CI/ APD (if applicable) prior to the date of surrender.
- The Annuity and the Purchase Price are inclusive of any Top-up Annuity and Top-up Purchase Price respectively.
- SSF1 and SSF2 are factors used to convert the expected future benefits to their Present Value

- SSV will be determined by the Company from time to time basis changing economic scenario. The Company may revise the SSV factors based on the then prevailing market conditions. Any change in the methodology/formula for calculating the SSV shall be subject to IRDAI approval.
- 4.3.** For Deferred Life Annuity with Return of Premium Option (Option 9), surrender benefit as specified below shall be payable:

This Policy shall acquire a Surrender Value provided One Full Year Premium for the first Policy Year has been received by Us under Limited Pay Option. For Single Pay policies, Surrender Value is available at any time after policy issuance. The Policy will terminate after payment of the Surrender Value and thereafter no other benefits under this Policy shall be payable.

For Single Pay policies, the Surrender Value payable will be equal to the higher of Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV).

For Limited Pay policies, where One Full Year Premium for the first Policy Year has been received by Us and the Policyholder opts to surrender the Policy at any time during Policy Term, the Surrender Value payable will be equal to the Special Surrender Value. . Where the Policyholder opts to surrender the policy in the first policy year, 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 = [GSV Factor x Total Premiums Paid\*] less Total Annuity Amount, if any, already paid.

Where GSV Factor is:

For Single Pay:

Policy Year	Single Pay
1	75%
2	75%
3	75%
4	90%
5 & above	90%

For Limited Pay:

Deferment Period → Policy Year ↓	5	6	7	8	9	10	11	12	13	14	15
1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4	90%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	90%	90%	50%	50%	50%	50%	50%	50%	50%	50%	50%
6	0%	90%	90%	50%	50%	50%	50%	50%	50%	50%	50%
7	0%	0%	90%	90%	50%	50%	50%	50%	50%	50%	50%
8	0%	0%	0%	90%	90%	63%	60%	58%	57%	56%	55%
9	0%	0%	0%	0%	90%	90%	70%	66%	63%	61%	60%



10	0%	0%	0%	0%	0%	90%	90%	74%	70%	67%	65%
11	0%	0%	0%	0%	0%	0%	90%	90%	77%	73%	70%
12	0%	0%	0%	0%	0%	0%	0%	90%	90%	79%	75%
13	0%	0%	0%	0%	0%	0%	0%	0%	90%	90%	80%
14	0%	0%	0%	0%	0%	0%	0%	0%	0%	90%	90%
15	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	90%
16 & above	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Special Surrender Value (SSV) for Single Pay =  $SSF3 \times [(SSF1 \times \text{Annuity}^*) + (SSF2 \times \text{Purchase Price})]$

Special Surrender Value (SSV) for Limited Pay =  $SSF3 \times [(SSF1 \times \text{RPU Annuity}^*) + (SSF2 \times \text{Total Premiums Paid})]$

Where,

- \*Annuity corresponds to Annual Frequency of Annuity payment.
- The Annuity and the Purchase Price/Total Premiums Paid are inclusive of any Top-up Annuity and Top-up Purchase Price respectively.
- SSF1, SSF2 and SSF3 are factors used to convert the expected future benefits to their Present Value
- RPU Annuity is as defined in Non-forfeiture Benefit Section below.

SSV will be determined by the company from time to time basis changing economic scenario. The Company may revise the SSV factors based on the then prevailing market conditions. Any change in the methodology/formula for calculating the SSV shall be subject to IRDAI approval.

#### 4.4 For NPS – Family Income Option (Option 10)

Surrender of the Policy is not allowed except due to any legal requirements including but not limited to government directives and/or regulatory requirements as amended from time to time. In such exceptional cases, We shall carry out appropriate due diligence.

Where a surrender is allowed under this Option, the Special Surrender Value is calculated as below:

Special Surrender Value (SSV) =  $[SSF1 \times \text{Annuity}] + [SSF2 \times \text{Purchase Price} \times \text{Return of Premium Percentage}]$

Under this Option, the Surrender Value shall be transferred to the NPS Trust/Trustee Bank Account from where the money was received, under intimation to the Central Record-keeping Agency (CRA).

#### 4.5 Policies sourced as QROPS through transfer of UK tax relieved assets cannot be surrendered.

### 5. Revival

Not Applicable for Single Pay

Limited Pay:

On non-payment of premium, a policy will either be treated as lapsed with no benefit payable or made Reduced Paid Up

Such a policy can be revived to its full value within five years from the due date of the first unpaid premium by paying all due and unpaid policy premiums (along with the interest) to date and by giving ABSLI satisfactory evidence of insurability in respect of the Life Insured. ABSLI according to its Board approved underwriting policy will decide whether to reinstate the policy to its full value. The effective date of the revival is when these requirements are met and approved by the Company as per the Board approved underwriting policy. On the effective date of the revival, all the benefits will be restored to their full value.

The monthly interest rate charged on unpaid premiums will be declared by ABSLI on June 1<sup>st</sup> of each calendar year and is determined as  $(x+1\%)/12$  rounded to the next 0.5%, where x is the base rate of the State Bank of India. The compound interest rate, as declared on June 1st, 2024, is 1% per month. The provisions of Section 45 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time will also be applicable in case of Revival of the Policy. Refer Annexure C.

Any change in basis of determination of interest rate for revival can be done only after prior approval of the Authority.

## **6. Policy Loan**

6.1 Policy Loan can be availed for the following Annuity Options:

- i. Life Annuity with Return of Purchase Price
- ii. Life Annuity with enhanced Annuity on Critical illness /Accidental Permanent Disability with ROP
- iii. Life Annuity with Return of Purchase Price on attainment of Age 80 years
- iv. Life Annuity with partial Return of Purchase Price to survivor and balance to nominee
- v. Deferred Life Annuity with Return of Premium
- vi. NPS – Family Income

6.2 Policy Loan can be availed any time after six months from the Date of Commencement of Policy for Single Pay Policies. The Policyholder can take Policy Loan on completion of the first Policy Year, under Limited Pay for Option 9, once the Policy has acquired Surrender Value at the time of request for Loan.

6.3 Under Joint life option, the Loan can be availed by the Primary Annuitant and on death of the Primary Annuitant by the Secondary Annuitant.

6.4 The minimum amount of loan which can be granted under this Policy is Rs. 5,000 (Rupees Ten Thousand) while the maximum amount of loan which can be granted under this Policy during the Policy Term shall not exceed 80% of the then applicable Surrender Value less any outstanding Policy loan balance as on that date. On exercising this option, the Policy shall automatically get assigned to the Company to the extent of the outstanding Policy loan balance.

6.5 The outstanding Policy loan balance is an amount of loan still unpaid plus all accrued but unpaid loan interest up to the given date.

6.6 If the outstanding Policy loan balance at any time is equal to or exceeds the then prevailing Surrender Value. We shall send You a notice, 90 days in advance, to repay the loan amount along with the interest.

6.7 Any payment(s) against survival benefit i.e Annuity payable as mentioned in Part C point 2, Death benefit as mentioned in Part C point 1 or Surrender Value as mentioned in Part D-Point 2 shall be reduced by any outstanding Policy loan balance at that time and only the residual value, if any, shall be paid to the nominee/legal heir or Policyholder as the case may be. We shall be issuing the loan re-payment schedule at the time Policyholder opts for the loan against Policy.

6.8 We shall declare the Loan Interest Rate applicable to all policies under this product on June 1st of every calendar year and is equal to the base rate of the State bank of India plus 100 basis points. The interest rate applicable as on June 1st 2024 is 11.25% p.a.

6.9 Any change in basis of determination of interest rate for Policy loan can be done only after prior approval of IRDAI.

## **7. Termination of Policy**

Your Policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

1. For Annuity Option 2 - The date of expiry of the chosen Annuity Certain period or the date of death of the Annuitant, whichever is later.
2. For Annuity Options 1, 3, 4, 5, 6, 7, 8 and 9 – The date of death of the Annuitant under Single Life and date of death of the last surviving Annuitant under Joint Life.
3. For Annuity Option 10 – The date of death of the last surviving family member who is covered under the Policy.
4. For Annuity Options 5, 6, 7, 8, 9 and 10 - The date of payment of surrender value under the Policy.

5. Date of payment of free-look cancellation amount.

**8. Proof of Age**

The Annuity having been calculated on the age of the Annuitant(s) as declared in the Proposal Form, in case the age is found different (lower/higher) than such age, without prejudice to the Company's other rights and remedies, including those under the Insurance Act, 1938, the following action shall be taken:

- i) If the Annuitant's correct Age is found to be different from the Age declared in the Proposal Form, the Annuity payable including the Top-up Annuity, if any, under this Policy shall be altered corresponding to the correct age of the Annuitant from the next Annuity Due Date and the total of the excess paid, if any, due to difference between the original Annuity amounts paid and the corrected Annuity, from the commencement of the Policy up to the date of such excess payment, shall be paid to Us with interest at such rate as fixed by Us from time to time. The difference arising out of incorrect annuities paid in the past along with interest shall be collected from the Annuitant or would be adjusted from the following Annuity payments.
- ii) If the correct age is such as would have made the Annuitant uninsurable under this Policy, then this Policy shall be cancelled and the Purchase Price including the Top-up Purchase Price, if any, paid may be refunded after deducting the charges for stamp duty, taxes and Annuity paid (if any).

**PART E – CHARGES, FUND OPTIONS, ETC**

This Policy is a Non-Linked Non- Participating general annuity plan and therefore, Part E is not applicable to this Policy.

## PART F – 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/Annuitant, any medical 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 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 the Company.

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 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. **Claim Procedures**

The Policyholder/Nominee(s)/ Legal Heir(s) 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.

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. We will be able to proceed with the claim intimation request only on receipt of the below mentioned claim documents:

For processing a Death claim under this Policy, we will require the following documents which the Claimants shall submit while lodging the claim in case of death of the Annuitant/Primary Annuitant / Secondary Annuitant:

- 1) Claimant Statement Form, as prescribed by the Company
- 2) Death Certificate by Municipal Corporation/Gram Panchayat (Self attested copy)
- 3) Original Policy Document
- 4) Relationship Proof & KYC Document of Beneficiary (Self attested copy)
- 5) Bank details of the Beneficiary
- 6) If the Age is not admitted under the Policy, the proof of Age of the Annuitant shall also be submitted.

#### **Additional Requirements in case of Surrender of the Policy,**

- 1) Surrender/ Discharge Form submitted physically or digitally.
- 2) Valid bank details verified digitally or Cancelled Cheque copy.

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

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](mailto: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](mailto:claims.lifeinsurance@adityabirlacapital.com)
- Visit nearest ABSLI Branch Office

### 3. 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](mailto:care.lifeinsurance@adityabirlacapital.com), or
- For NRI Customer, you can email us at [absli.nrihelpdesk@adityabirlacapital.com](mailto: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.

### 4. Taxation

The Purchase Price including the Top-up Purchase Price, if any, is subject to applicable taxes, cesses, levies etc. which will entirely be borne by You. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Policy, We reserve the right to claim the same from You. Alternatively, We have the right to deduct the amount from the benefits payable by Us under the Policy.

Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising there under are subject to change. You are advised to seek an opinion from Your tax advisor in relation to the tax benefits and liabilities applicable to You.

### 5. 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.

### 6. Governing Laws

This 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.

### 7. 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.

**8. 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.

**9. Forfeiture - 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.

**10. 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.

**11. Modifications**

This Policy document constitutes the complete contract of insurance. This Policy document cannot be changed or varied except by a written Endorsement to the Policy, signed by an officer of the Company authorized for the purpose.

**12. Legislative Changes**

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

**13. 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.

**14. 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

## 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, 5<sup>th</sup> & 6<sup>th</sup> 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: [care.lifeinsurance@adityabirlacapital.com](mailto:care.lifeinsurance@adityabirlacapital.com) and for NRI Customers - [absli.nrihelpdesk@adityabirlacapital.com](mailto: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 within 07 days, You may contact **Head Service Assurance** at Customer Care Unit, / Aditya Birla Sun Life Insurance Company Ltd. / at G- Corp Tech Park, 5<sup>th</sup> & 6<sup>th</sup> Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call Our toll free no. 1-800-270-7000 (Timings: Daily 10 a.m. to 7 p.m) on WhatsApp no. 8828800040 or email: [grievance.lifeinsurance@adityabirlacapital.com](mailto:grievance.lifeinsurance@adityabirlacapital.com)

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

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

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

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

Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)

You can also register your complaint online at <https://bimabharosa.irdai.gov.in>

Address for communication for complaints:

Insurance Regulatory and Development Authority of India,  
Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell  
4<sup>th</sup> 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:

- Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- Disputes over premium paid or payable in terms of insurance Policy;
- Misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
- Legal construction of insurance policies insofar as the dispute relates to claim;
- Policy servicing related grievances against insurers and their agents and intermediaries;
- 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;
- Non-issuance of insurance Policy after receipt of premium in life insurance and general insurance including health insurance; and
- 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:

- 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 a non-linked non – participating general annuity plan. All terms & conditions are fully guaranteed throughout the Policy Term. ABSLI reserves the right to recover levies such as GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from You. Tax benefits are subject to changes in the tax laws.

**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**

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

DELHI - Ms. Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:oio.delhi@cioins.co.in">oio.delhi@cioins.co.in</a>	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI - Shri Ajay Kumar Sharma Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:oio.guwahati@cioins.co.in">oio.guwahati@cioins.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Ms. G Shobha Reddy Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:oio.hyderabad@cioins.co.in">oio.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR – Shri Satyajeet Rajan Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:oio.jaipur@cioins.co.in">oio.jaipur@cioins.co.in</a>	Rajasthan.
KOCHI- Shri Pradeep Kumar Jain 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011Tel.: 0484 - 2358759 Email: <a href="mailto:oio.ernakulam@cioins.co.in">oio.ernakulam@cioins.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:oio.kolkata@cioins.co.in">oio.kolkata@cioins.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW - Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:oio.lucknow@cioins.co.in">oio.lucknow@cioins.co.in</a>	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>MUMBAI –Ms. Sarojini S Dikhale          Office of the Insurance Ombudsman,          3rd Floor, Jeevan Seva Annexe,          S. V. Road, Santacruz (W),          Mumbai - 400 054.          Tel.:          69038821/23/24/25/26/27/28/28/29/30/31          Fax: 022 - 26106052          Email: <a href="mailto:oiio.mumbai@cioins.co.in">oiio.mumbai@cioins.co.in</a></p>	<p>Goa,          Mumbai Metropolitan Region          excluding Navi Mumbai &amp; Thane.</p>
<p>NOIDA - Shri Bimbadhar Pradhan          Office of the Insurance Ombudsman,          Bhagwan Sahai Palace          4th Floor, Main Road,          Naya Bans, Sector 15,          Distt: Gautam Buddh Nagar,          U.P-201301.          Tel.: 0120-2514252 / 2514253          Email: <a href="mailto:oiio.noida@cioins.co.in">oiio.noida@cioins.co.in</a></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: <a href="mailto:oiio.patna@cioins.co.in">oiio.patna@cioins.co.in</a></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: <a href="mailto:oiio.pune@cioins.co.in">oiio.pune@cioins.co.in</a></p>	<p>Maharashtra,          Area of Navi Mumbai and Thane          excluding Mumbai Metropolitan Region.</p>
<p>THANE- Shri Umesh Sinha          Office of the Insurance Ombudsman,          2nd Floor, Jeevan Chintamani Building,          Vasantrao Naik Mahamarg,          Thane (West)- 400604          Tel.: 022-20812868/69          Email: <a href="mailto:oiio.thane@cioins.co.in">oiio.thane@cioins.co.in</a></p>	<p>Area of Navi Mumbai, Thane District, Raigad District,          Palghar District and <a href="#">wards of Mumbai</a>, M/East, M/West, N,          S and T."</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:

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 thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for Assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or Assignment or Endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the Policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon Endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or Assignment.
11. In case of refusal to act upon the Endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of Assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or Assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every Assignment or transfer shall be deemed to be absolute Assignment or transfer and the Assignee or transferee shall be deemed to be absolute Assignee or transferee, except
  - a. where Assignment or transfer is subject to terms and conditions of transfer or Assignment OR
  - b. where the transfer or Assignment is made upon condition that
    - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of Assignee or transferee dying before the insured OR

- ii. the insured surviving the term of the Policy. Such conditional Assignee will not be entitled to obtain a loan on Policy or Surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of Assignment, recognize the transferee or Assignee named in the notice as the absolute transferee or Assignee and such person
- a. shall be subject to all liabilities and equities to which the transferor or Assignor was subject to at the date of transfer or Assignment and
  - b. may institute any proceedings in relation to the Policy
  - c. obtain Loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or Assignor or making him a party to the proceedings
15. Any rights and remedies of an Assignee or transferee of a life insurance Policy under an Assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

## **ANNEXURE B**

### **Section 39 - Nomination by Policyholder**

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

1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
2. Where the Nominee is a Minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an Endorsement or a further Endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of Nomination must be delivered to the insurer for the insurer to be liable to such Nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person Named in the text of the Policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a Nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a Nomination or cancellation or change thereof.
9. A transfer or Assignment made in accordance with Section 38 shall automatically cancel the Nomination except in case of Assignment to the insurer or other transferee or Assignee for purpose of Loan or against security or its reassignment after repayment. In such case, the Nomination will not get cancelled to the extent of insurer's or transferee's or Assignee's interest in the Policy. The Nomination will get revived on repayment of the Loan.
10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the Nomination.
11. In case of Nomination by Policyholder whose life is insured, if the Nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case Nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of 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 years from
  - b. the Policy Issue Date or
  - c. the Date of Commencement of Risk or
  - d. the date of Revival of Policy or
  - e. 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 Policy Issue Date 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.
3. 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.
4. 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
5. Any such act or omission as the law specifically declares to be fraudulent.
6. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the Life Insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
7. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Life 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.
8. 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.
9. 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.

10. 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.
11. 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.]**

**Annexure D:**

**A) List of Covered Critical Illnesses**

**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 T2NOMO
- All Thyroid cancers histologically classified as T1NOMO (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 T1NOMO (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.

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**

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.
- Other causes of neurological damage such as SLE are 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 ( $PaO_2 < 55\text{mmHg}$ ); and
- 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**

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 Catheterization. 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
- 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
- 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)
- 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

## **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**

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:
  - Iatrogenic 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 steatorrhea
- 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 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:

- 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

#### Exclusions for Critical illness

A waiting period of 90 days is applicable from the Policy Issue Date or Date of Commencement of Risk whichever is earlier. If the Annuitant is diagnosed with Critical Illness during this time, then the Annuitant shall not be entitled to enhanced Annuity.

The Annuitant shall not be entitled to any enhanced Annuity under CI Benefit 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:
  - 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
  - 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 the Company at inception.
- Any sickness-related condition manifesting itself within 90 days from the Policy commencement 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.

## B) Accidental Permanent Disability

Accidental Permanent Disability must be a result of a sudden, unforeseen and involuntary event caused by external, visible and violent means within ninety (90) days of such trauma, proved to the satisfaction of the Insurer. The permanence of the disability will only be established 180 days following the date of the event causing the disability except in the case of complete severance of the hand at or above the wrist or foot at or above the ankle joint. The Accidental Permanent Disabilities covered are as mentioned below.

- Loss or total and permanent loss of use of both hands from the wrist joint.
- Loss or total and permanent loss of use of both feet from the ankle joint.
- Total and permanent loss of sight in both eyes.
- Loss or total and permanent loss of use of one hand from the wrist joint and of one foot from the ankle joint.
- Loss or total and permanent loss of use of one hand from the wrist joint and total and permanent loss of sight in one eye.
- Loss or total and permanent loss of use of one foot from the ankle joint and total and permanent loss of sight in one eye.

### Exclusions for Accidental Permanent Disability

A waiting period of 90 days is applicable from the Policy Issue Date or Date of Commencement of Risk whichever is earlier. If the Annuitant is diagnosed with Accidental Permanent Disability during this time, then the Annuitant shall not be entitled to enhanced Annuity.

The Annuitant shall not be entitled to any enhanced Annuity under Permanent Disability (PD) benefit if the disability is directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following causes:

- i. Attempted suicide, while sane or insane
- ii. Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order
- iii. Self-destruction or any attempted self-destruction or self-inflicted injury while sane or insane
- iv. Accident occurring while or because the Insured is under the influence of alcohol or any non prescribed drug; unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- v. Entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Insured is on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- vi. Arising or resulting from the insured committing any breach of law with criminal intent.
- vii. War, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- viii. Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than life assured.
- ix. 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;
- x. Any injury incurred before the effective date of the cover
- xi. 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
- xii. Disability as a result of any disease or infection.