A Non-linked Non-participating Individual Pension Plan

**POLICY CONTRACT** 

### **PART B – DEFINITIONS**

#### **GENERAL**

In this contract, "You" or "Your" will refer to the owner of this Policy and "We", "Us", "Our", "insurer", "ABSLI" or "the Company" will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors. Please read this Policy document carefully.

- 1. "Act" refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
- 2. "Accidental Death" means that the Life Assured sustains any bodily injury resulting solely from an Accident and where such injury solely and directly and independently of all other causes results in the death of the Life Assured.
- 3. "Age" refers to age of the Life Insured in completed years as on the last birthday.
- 4. "Appointee" is the person who is appointed by You and as named in the Policy Schedule, in case where Nominee is minor.
- 5. "Annualized Premium/One Full Year Premium" as shown in the Policy Schedule is the amount of premium payable in a year chosen by the Policyholder, excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
- 6. "Assignee" means the person to whom the rights and benefits are transferred by virtue of an assignment.
- 7. "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.
- 8. "Claimant" means You, 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.
- 9. "Death Benefit" means the benefit payable on death of the Life Insured as specified in the Policy Contract.
- 10. "Free-Look Period" means the period as specified in the Policy Contract, during which You can return the Policy in case You are not satisfied with the terms and conditions of the Policy.
- 11. "Grace Period" means the time granted by Us from the due date for the payment of Premium, without any penalty or late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption, as per the terms and conditions of the Policy. The grace period is a period of 15 (Fifteen) days from the due date of the first unpaid Premium for monthly Premium payment mode

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and 30 (Thirty) days from the due date of the first unpaid Premium for annually, semi-annually or quarterly premium payment modes.

- 12. "Guaranteed Surrender Value" means the Surrender Value computed in Section 4 of Part D, which is guaranteed by Us.
- 13. "Instalment Premium" is the premium as payable by You as per the Policy Schedule to effect and continue this Policy Contract.
- 14. "IRDAI" or "Authority" means the Insurance Regulatory and Development Authority of India.
- 15. "Lapsed Policy" means a Policy which has not acquired the Surrender Value and where the due Premium has not been received for at least one full year.
- 16. "Life Insured" is the person on whose life the insured contingent events have to occur for the benefits to be payable and as named in the Policy Schedule.
- 17. "Major" is a person who is aged 18 years and above.
- 18. "Minor" is a person who has not completed 18 years of age.
- 19. "Nomination" is the process of nominating a person who is named as "Nominee" in the proposal/application form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
- 20. **"Nominee"** is the person who is nominated by You and as named in the Policy Schedule, to receive the Death Benefit as specified in the Policy Contract. Nomination can only be effected if the Policyholder and Life Insured are the same.
- 21. "Policy Anniversary" means the date corresponds numerically with the Policy Issue Date in every calendar year until Policy Vesting Date.
- 22. "Policyholder" or "You" or "Your" means the owner of the policy at any point of time.
- 23. "Policy Issue Date" is the date this policy is issued, and Your rights, benefits and risk cover begin, as shown in Policy Schedule.
- 24. **"Policy Vesting Date"** is the date on which You start receiving Your Vesting Benefit as shown in Policy Schedule.
- 25. "Policy Year" is the period of twelve calendar months starting from the Policy Anniversary.

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26. **"Proposer"** is a person, who proposes for insurance on and has an insurable interest in the life of the Life Insured.

27. **"Reduced Paid-up"** means the continuance of this Policy with reduced paid-up benefits, as specified under Section 3 of Part D.

28. "Revival" means restoration of the Policy, which was discontinued due to the non-payment of premium, by the insurer with all the benefits mentioned in the Policy document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges or late fee if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved Underwriting Policy.

29. "Revival Period" means the period of five consecutive years from the date of first unpaid premium, during which period You are entitled to revive the Policy.

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

31. "Special Surrender Value" means the value as specified in Section 4 of Part D.

32. **"Sum Assured on Death"** means an absolute amount of benefit which is guaranteed to become payable on death of the Life Insured in accordance with the terms and conditions of the Policy.

33. "Surrender" means complete withdrawal or termination of the entire Policy.

34. **"Surrender Value"** means an amount that becomes payable in case of surrender of this Policy, in accordance with Section 4 of Part D.

35. "Sum Assured" is the amount as specified in the Policy Schedule.

**36. "Total Premiums Payable"** means total of all the Installment premiums payable over the Premium Payment Term, excluding underwriting extra premium, rider premiums, loadings for modal premiums and applicable taxes.

37. **"Total Premiums Paid"** means total of all the Installment premiums received over the Premium Payment Term, excluding underwriting extra premium, rider premiums, loadings for modal premiums and applicable taxes.

38. "Vesting Benefit" means the amount as specified in the Policy Schedule with terms and conditions as defined under Part C of this Policy Contract.

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39. "We" or "Us" or "Our" or "Company" means Aditya Birla Sun Life Insurance Company Limited.



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

#### 1. Death Benefit

On death of the Life Insured anytime during the Policy Term, provided the policy is in force, we will pay the Death benefit in lumpsum to the Nominee(s) / legal heir(s), where Death Benefit will be highest of the following:

- a) Sum Assured on Death
- b) Surrender Value applicable as on the date of death

The **Sum Assured on Death** is the highest of the following:

- Total Premiums Paid to date accumulated at a guaranteed rate of 6% p.a. compounded annually.
- 105% of the Total Premiums Paid to date

The Nominee(s)/legal heir(s) will have following options:

- Utilize the entire proceeds of the policy or part thereof for purchasing an immediate annuity or deferred annuity at the then prevailing annuity rate from ABSLI. However, the Nominee(s)/legal heir(s) shall have an option to purchase annuity from any other insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of commutation, or.
- Withdraw the entire proceeds of the Death Benefit

In case the proceeds of the Death Benefit are not sufficient to purchase minimum annuity as defined in Regulation 3(a) of IRDAI (Minimum Limits for Annuities and Other Benefits) Regulations, 2015, as amended from time to time, such proceeds shall be paid to the Nominee(s)/legal heir(s) as lump sum. The purchase of annuity shall be subject to terms and conditions of the prevailing annuity product.

### 2. Vesting Benefit

On survival of Life Insured till the end of the Policy Term, provided all due premiums are paid, Vesting Benefit shall be the sum of the following:

- a) Guaranteed Vesting Benefit; plus
- b) Accrued Guaranteed Additions; plus
- c) Loyalty Addition, if any.

## Where,

**Guaranteed Vesting Benefit** is the amount which is guaranteed to become payable on the Policy Vesting Date, in accordance with the terms and conditions of the policy. This is expressed as a percentage of Total Premiums Payable. Please refer to the Policy Schedule for the Guaranteed Vesting Benefit applicable to your policy.

**Guaranteed Additions** accrue into Your policy till the Policy Vesting Date and are expressed as a percentage of Total Premiums Payable. Please refer to the Policy Schedule for the Guaranteed Additions applicable to your policy. Accrued Guaranteed Additions shall be paid on the Policy Vesting Date.

**Loyalty Addition** is expressed as a percentage of Total Premiums Payable and shall be paid on the Policy Vesting Date, provided all due premiums have been paid. Loyalty Addition is not applicable for

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Lapsed policies or Reduced Paid-up policies. Please refer to the Policy Schedule for the Loyalty Addition applicable to your policy.

The Policyholder will have the following options to utilize the proceeds of the Vesting Benefit on the Policy Vesting Date:

- 1. Utilize the entire proceeds to purchase immediate annuity or deferred annuity from ABSLI at the then prevailing annuity rate or subject to the point 3 below, the Policyholder shall have an option to purchase immediate annuity or deferred annuity from any other insurer or;
- 2. Commute up to 60% and utilize the balance amount to purchase immediate annuity or deferred annuity from ABSLI at the then prevailing annuity rate or subject to the point 3 below, the Policyholder shall have an option to purchase available annuity from any other insurer.
- 3. The Policyholder shall have an option to purchase immediate annuity or deferred annuity from another insurer at the then prevailing annuity rate to the extent of percentage, stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of commutation.

The purchase of annuity shall be subject to terms and conditions under the prevailing annuity product.

In case the proceeds of the policy on vesting are not sufficient to purchase minimum annuity as defined in Regulation 3(a) of IRDAI (Minimum Limits for Annuities and Other Benefits) Regulations, 2015, as amended from time to time, such proceeds of the policy shall be paid to the policyholder or beneficiary as lump sum.

### **Deferral of Vesting Benefit**

Anytime during the Policy Term, if the Policyholder does not wish to receive the Vesting Benefit on the chosen Policy Vesting Date, the Policyholder will have an option to defer this benefit by 1 year to 10 years from the Policy Vesting Date.

This feature is not available to Reduced Paid-Up policies. If the Vesting benefit payment is deferred, it will be enhanced by the Reverse Repo Rate published by RBI on its website on a monthly compounded basis. This rate will be reviewed at the beginning of every quarter and will be aligned with the latest reverse-repo rate published on RBI's website. The current Reverse Repo Rate is 3.35% p.a.

If, having elected the Deferral of Vesting Benefit option, the Policyholder (or nominee in case of death of Policyholder) would subsequently like to withdraw the Deferred Vesting Benefit; the Vesting benefit, enhanced by the Reverse Repo Rate as stated above, shall be payable. On the date of withdrawal, this benefit shall be utilized by the Policyholder (or Nominee in case of death of the Policyholder) as per provisions mentioned above.

#### 3. Premiums

You can pay the Premiums annually, semi-annually, quarterly or on monthly basis, as per the premium payment mode chosen by You. You can pay Premium at any of Our offices or through Our website <a href="https://lifeinsurance.adityabirlacapital.com/">https://lifeinsurance.adityabirlacapital.com/</a> or by any other means, as informed by Us. Any Premium

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paid will be deemed to have been received by Us only after the same has been realized and credited to Our bank account. The Premium payment receipt will be issued in Your name, which will be subject to realization of cheque or any other instrument/medium. The responsibility of Instalment Premium payment shall be upon the Policyholder.

### 4. Grace Period

The Premium is due and payable by the due date specified in the Schedule. If the Premium is not paid by the due date, You will be given a Grace Period of 30 days (15 days in case of monthly mode) to make the payment of due premium, during which time all benefits 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.



## PART D - POLICY TERMS AND CONDITIONS

#### 1. Free-look Period

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

#### 2. Lapsation of Policy

If at least One Full Year Premium is not paid within the Grace Period during the first Policy Year, the Policy will become a Lapsed Policy from the due date of first unpaid Premium and thereafter no benefits will be payable under the Policy.

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

If this Policy has acquired a Surrender Value, i.e., on payment of One Full Year Premium during the first Policy Year, then, in the event of non-payment of the due Premiums by You to Us, on the expiry of the Grace Period this Policy will not become a Lapsed Policy but will continue with Reduced Paidup benefits as specified below unless revived. In such a case, the benefits payable shall be as follows:

The **RPU Guaranteed Vesting Benefit** shall be equal to the Guaranteed Vesting Benefit multiplied by the **RPU Factor**,

where the RPU Factor is the ratio of:

- The number of Instalment Premiums paid to date; over
- The total number of Instalment Premiums originally payable for the Policy Term.

For RPU policies, Accrued Guaranteed Additions, at the time of RPU, shall not be reduced and remain attached to the policy.

A Limited Pay RPU policy shall be entitled to the percentage of the future Guaranteed Additions, depending upon the number of full year premiums paid.

A Regular Pay RPU policy shall not be entitled to any future Guaranteed Additions.

Your Policy will not be entitled for any Loyalty Addition once it has been converted into a Reduced Paid-Up Policy, unless the policy is revived by the Policyholder.

After the policy has become RPU, the policy benefits payable will be amended as follows:

#### **Death Benefit for RPU Policies**

In the event of your death any time during the Policy Term, the RPU Death Benefit will be higher of:

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- Sum Assured on Death
- Surrender Value as on the date of death

### **Vesting Benefit for RPU Policies**

On your survival until the end of the Policy Term, the RPU Vesting Benefit shall be:

- RPU Guaranteed Vesting Benefit; plus
- Accrued Guaranteed Additions till the date the policy becomes an RPU policy

The proceeds of the RPU Death Benefit or the RPU Vesting Benefit will have to be utilized as per the provisions mentioned in the Death Benefit and Vesting Benefit section in Part C of the Policy Contract, respectively.

#### 4. Surrender Benefit

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

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

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

### Where Guaranteed Surrender Value (GSV) is defined as:

- GSV Factor 1\* Total Premiums Paid; plus
- GSV Factor 2 \* Accrued Guaranteed Additions (if any)

#### GSV Factors are provided in **Annexure 1**.

Your Policy also acquires a **Special Surrender Value (SSV)** which is calculated in accordance with applicable IRDAI regulation. Special Surrender Value is not guaranteed and may be revised by the Company from time to time. Any change in method/ formula for calculating the SSV is subject to prior approval from the Authority.

The proceeds of the Surrender Benefit will have to be utilized as per the provisions mentioned in the Vesting Benefit section in Part C of this Policy Contract.

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

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#### 5. Policy Loan

Loans are not available under this Policy.

#### 6. Revival

A Lapsed Policy or a Policy in the Reduced Paid up mode can only be revived within a Revival Period of five years from the due date of first unpaid premium, subject to following conditions:

- Paying all outstanding premiums together with interest and/or late fees as declared by Us from time to time;
- Providing evidence of Life Insured's insurability satisfactory to Us
- Revival of the Policy shall take effect only when these requirements are met and after Revival
  of the Policy is approved by Us basis the Board Approved Underwriting Policy and
  communicated to You in writing.

Once the Policy has been revived, all benefits under the Policy will be restored to their full value.

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.

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 current applicable interest rate, as declared on June 1<sup>st</sup>, 2024, is 1% per month

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

If a Lapsed Policy without having acquired any paid-up value is not revived within five years, the Policy shall be terminated, and no value is payable to You.

## 7. Payments of Benefits:

The benefits under this Policy will be payable only on submission of satisfactory proof to Us. The benefits under this Policy will be payable to You/the Claimant (Nominee) as the case may be.

Once the benefits under this Policy are paid to You/the Claimant (Nominee) as the case may be, the same will constitute a valid discharge of Our liability under this Policy.

### 8. Termination of Policy

Your Policy will terminate upon the occurrence of any of the following events:

- the date of payment of the Surrender Value; or
- the date of settlement of Death Benefit; or
- the date of payment of Vesting Benefit; or
- the date on expiry of the Revival Period after the Policy has lapsed as per Premium Discontinuance provision; or
- the date of payment of free-look cancellation amount

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## **PART E – POLICY CHARGES**

This Policy is a non-linked non-participating individual pension plan and therefore, Part E is not applicable to this Policy.



#### PART F – GENERAL TERMS AND CONDITIONS

#### 1. Contract

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

This contract can be issued in cases where the Life Insured is different from the Policyholder. In all situations, it is ensured that the Policyholder has an insurable interest in the Life Insured. This contract does not provide for participation in the distribution of profits or surplus declared by us.

All the communication/ documents including the Contract document will be sent to and issued in electronic form unless a specific request is received from You to issue the Policy Document in physical form. It shall be Your responsibility to confirm Your address, email ID, mobile no, bank account details (contact information) or update any change in such contact information. In the event of non-receipt of the Contract You should contact Our Customer Care Unit before expiry of the Free-Look Period.

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

#### 2. Taxes

All Premiums are subject to Goods and Services tax (GST), other applicable taxes, cesses, and levies, if any which will entirely be borne by You and will always be paid by You along with the payment of Premium. If any imposition (tax or otherwise) is levied by any statutory or administrative body under the Policy, ABSLI reserves the right to claim the same from You. Alternatively, ABSLI has the right to deduct the amount from the benefits payable by Us under the Policy.

Tax benefits and liabilities under the Policy may be available as per prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to the tax benefits and liabilities applicable to You.

#### 3. Claim Procedures

The Policyholder/Nominee should notify the claim with proof of claim at the nearest Aditya Birla Sun Life Insurance Co. Ltd. branch office or through our Customer Portal

https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim or to the 'Claims Department' at <a href="mailto:claimsnotification.lifeinsurance@adityabirlacapital.com">claimsnotification.lifeinsurance@adityabirlacapital.com</a> 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 following mandatory claim documents:

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For processing a Death claim under this Policy, We will require the following documents:

## **Mandatory Claim Requirements:**

- 1) Claimant Statement Form
- 2) Death Certificate issued by Municipal Corporation/Gram Panchayat (Self attested copy)
- 3) Original Policy Document
- 4) KYC Document of beneficiary (Self attested copy)
- 5) Relationship of beneficiary with Life Insured
- 6) Bank details of the beneficiary

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

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

### Additional Requirements for Accidental/Unnatural Death:

- 1) FIR & Final Police Closure Report
- 2) Post Mortem Report
- 3) Policy Inquest Report/Inquest Panchnama
- 4) News Paper Cutting (if any)

For processing the Vesting Benefit under this policy, the following documents will be required:

- Original policy document
- Claimant's statement

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

Beneficiary can download the claim documents from our website <a href="https://lifeinsurance.adityabirlacapital.com/">https://lifeinsurance.adityabirlacapital.com/</a> 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 <a href="https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats">https://lifeinsurance.adityabirlacapital.com/customer-service/service-tats</a>. For any further queries, You can call us at our toll free no. 1800 270 7000 or email us at Aditya Birla Capital - Life Insurance "claims.lifeinsurance@adityabirlacapital.com". The link for downloading claim form and list of documents required is <a href="https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim/claim-forms-and-downloads">https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim/claim-forms-and-downloads</a>.

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 <u>claims.lifeinsurance@adityabirlacapital.com</u>
- Visit nearest ABSLI Branch Office

### 4. Policy Servicing

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

- You can email us at care.lifeinsurance@adityabirlacapital.com, or
- For NRI Customer, you can email us at absli.nrihelpdesk@adityabirlacapital.com or
- Visit Our nearest Branch Office

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

### 5. Fraud, Misstatement

Fraud, 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, as amended from time to time, please refer to Annexure C.

#### 6. Suicide Exclusion

In case the Life Insured, either minor or major, dies due to suicide within 12 months from the Risk Commencement Date or date of Revival of the Policy, the Policy shall immediately terminate, and Company shall pay the following to the Nominee:

- Where the Policy has acquired the Surrender Value, higher of Surrender Value or (Total Premiums Paid plus underwriting extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date of death.
- Where the Policy hasn't acquired the Surrender Value, Total Premiums Paid plus underwriting
  extra premiums paid plus loadings for modal premiums paid excluding applicable taxes) till date
  of death.

#### 7. Travel and Occupation

There are no restrictions on travel or occupation under this Policy.

### 8. 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 nomination, please refer to Annexure A.

#### 9. Nomination

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

### **10. Policy Currency**

This Policy is denominated in Indian Rupees. (INR) Any benefit/claim payments under the Policy will be made in Indian Rupees by Us or in any other currency in accordance with the applicable guidelines issued by the Reserve Bank of India from time to time.

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#### 11. 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.

#### 12. Communication and Notices

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

### 13. Governing Law and Jurisdiction

The Policy will be governed by and enforced in accordance with the laws of India. The competent courts in India will have exclusive jurisdiction in all matters and causes arising out of the Policy.

#### 14. 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.

## 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 Head Customer Response & Resolution at Customer Care Unit, Aditya Birla Sun Life Insurance Company Ltd., at G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll-free no. 1-800-270-7000 or on Whatsapp no. 8828800040 or email: <a href="mailto:care.lifeinsurance@adityabirlacapital.com">care.lifeinsurance@adityabirlacapital.com</a>. and for NRI Customers - absli.nrihelpdesk@adityabirlacapital.com.

In case You are dissatisfied with the decision of the above office or have not received any response with 07 days, You may contact Head Service Assurance at Customer Care Unit, Aditya Birla Sun Life Insurance Company Ltd., at G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013.

You may also call our tollfree no. 1-800-270-7000 or on Whatsapp no. 8828800040 or email: grievance.lifeinsurance@adityabirlacapital.com.

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

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

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 TOLL FREE NO: 155255 or 18004254732

Email ID: complaints@irdai.gov.in

You can also register Your complaint online at

https://bimabharosa.irdai.gov.in

Address for communication for complaints by fax/paper:

Insurance Regulatory and Development Authority of India,

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

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

Nanakramguda, Gachibowli, Hyderabad – 500 032

Ph: (040) 20204000

## Insurance Ombudsman

In case You are dissatisfied with the decision/resolution by Insurer or for redressal of Claims related grievances, claimants can also approach Insurance Ombudsman located nearest to You. The details of the existing offices of the Insurance Ombudsman are provided in Appendix-I below. You are requested to visit http://www.cioins.co.in/Ombudsman for updated details.The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:

- (a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act,1999
- (b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;

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

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

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

### **Risk Factors / Disclaimers**

This Policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI) and is a non-linked non-participating individual pension plan. All terms & conditions are guaranteed throughout the Policy term. ABSLI reserves the right to recover levies such as the GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from You.

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

# PART G – LIST OF OMBUDSMAN\*

## Appendix-I

Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD - Shri Collu Vikas Rao	Gujarat,
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,
Jeevan Prakash Building, 6th floor,	Daman and Diu.
Tilak Marg, Relief Road,	
Ahmedabad – 380 001.	
Tel.: 079 - 25501201/02/05/06	
Email: bimalokpal.ahmedabad@cioins.co.in	
BENGALURU – Shri Vipin Anand	Karnataka.
Office of the Insurance Ombudsman,	
Jeevan Soudha Building,PID No. 57-27-N-19	
Ground Floor, 19/19, 24th Main Road,	
JP Nagar, Ist Phase,	
Bengaluru – 560 078.	
Tel.: 080 - 26652048 / 26652049	
Email: bimalokpal.bengaluru@cioins.co.in	
BHOPAL – Shri R M Singh	Madhya Pradesh
Office of the Insurance Ombudsman,	Chattisgarh.
Janak Vihar Complex, 2nd Floor,	
6, Malviya Nagar, Opp. Airtel Office,	
Near New Market,	
Bhopal – 462 003.	
Tel.: 0755 - 2769201 / 2769202	
Fax: 0755 - 2769203	
Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR - Shri Manoj Kumar Parida	Odisha
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubneshwar – 751 009.	
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH - Shri Atul Jerath	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding Gurugram, Faridabad, Sonepat
S.C.O. No. 101, 102 & 103, 2nd Floor,	and Bahadurgarh)
Batra Building, Sector 17 – D,	Himachal Pradesh, Union Territories of Jammu &
Chandigarh – 160 017.	Kashmir,
Tel.: 0172 - 2706196 / 2706468	Ladakh & Chandigarh.
Fax: 0172 - 2708274	
Email: <u>bimalokpal.chandigarh@cioins.co.in</u>	

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Office Details	Jurisdiction of Office (Union Territory, District)
CHENNAI - Shri Segar Sampathkumar	Tamil Nadu,
Office of the Insurance Ombudsman,	
Fatima Akhtar Court, 4th Floor, 453,	Puducherry Town and
Anna Salai, Teynampet,	Karaikal (which are part of Puducherry).
CHENNAI – 600 018.	
Tel.: 044 - 24333668 / 24335284	
Fax: 044 - 24333664	
Email: bimalokpal.chennai@cioins.co.in	
DELHI - Ms. Sunita Sharma	Delhi &
Office of the Insurance Ombudsman,	Following Districts of Haryana - Gurugram,
2/2 A, Universal Insurance Building,	Faridabad, Sonepat & Bahadurgarh.
Asaf Ali Road,	
New Delhi – 110 002.	
Tel.: 011 - 23232481/23213504	
Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI - Shri Somnath Ghosh	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati – 781001(ASSAM).	Arunachal Pradesh,
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: bimalokpal.guwahati@cioins.co.in	
HYDERABAD - Shri N Sankaran	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Union Territory of Puducherry.
A. C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Fax: 040 - 23376599	
Email: <u>bimalokpal.hyderabad@cioins.co.in</u>	
JAIPUR – Shri Rajiv Dutt Sharma	Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi – II Bldg., Gr. Floor,	
Bhawani Singh Marg,	
Jaipur - 302 005.	
Tel.: 0141 - 2740363	
Email: bimalokpal.jaipur@cioins.co.in	
ERNAKULAM - Shri G. Radhakrishnan	Kerala,
Office of the Insurance Ombudsman,	Lakshadweep,
·	Mahe-a part of Union Territory of Puducherry.
2nd Floor, Pulinat Bldg.,	
Opp. Cochin Shipyard, M. G. Road,	

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## **POLICY CONTRACT**

Office Details	Jurisdiction of Office (Union Territory, District)
Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in  KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341	West Bengal, Sikkim, Andaman & Nicobar Islands.
Email: bimalokpal.kolkata@cioins.co.in  LUCKNOW- Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI – Shri Bharatkumar S Pandya Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Bimbadhar Pradhan Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	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,

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## **POLICY CONTRACT**

Office Details	Jurisdiction of Office (Union Territory, District)
PATNA - Ms Susmita Mukherjee	Bihar,
Office of the Insurance Ombudsman,	Jharkhand.
2nd Floor, Lalit Bhawan,	
Bailey Road,	
Patna 800 001.	
Tel.: 0612-2547068	
Email: bimalokpal.patna@cioins.co.in	
PUNE - Shri Sunil Jain	Maharashtra,
Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane
Jeevan Darshan Bldg., 3rd Floor,	excluding Mumbai Metropolitan Region.
C.T.S. No.s. 195 to 198,	
N.C. Kelkar Road, Narayan Peth,	
Pune – 411 030.	
Tel.: 020-41312555	
Email: bimalokpal.pune@cioins.co.in	

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



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#### **POLICY CONTRACT**

#### Annexure A:

## **Section 38 - Assignment and Transfer of Insurance Policies**

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

- a. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- b. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
- c. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- d. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- e. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- f. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- g. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- h. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
- i. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - i. not bonafide or
  - ii. not in the interest of the Policyholder or
  - iii. not in public interest or
  - iv. is for the purpose of trading of the insurance Policy.
- j. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
- k. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- I. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- m. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - 1. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - 2. 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.

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- n. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - i. 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
  - ii. may institute any proceedings in relation to the Policy
  - iii. obtain loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- o. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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



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#### **Annexure B:**

## **Section 39 – Nomination by Policyholder**

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

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

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- 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.



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#### **Annexure C:**

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

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

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

whichever is later.

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

whichever is later.

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

- 3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation.

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- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
- 9. The insurer can call for proof of Age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of Age of Life Insured. So, this Section will not be applicable for questioning Age or adjustment based on proof of Age submitted subsequently.

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

ANNEXURE 1: GSV Factor (% of Total Premiums Paid)

Year of	Policy Term>											
Surrender	10	11	12	13	14	15	16	17	18	19		
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%		
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%		
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
5	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
6	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%		
8	63%	60%	58%	57%	56%	55%	54%	54%	54%	53%		
9	90%	70%	66%	63%	61%	60%	59%	58%	57%	57%		
10	90%	90%	74%	70%	67%	65%	63%	62%	61%	60%		
11	0%	90%	90%	77%	73%	70%	68%	66%	65%	63%		
12	0%	0%	90%	90%	79%	75%	72%	70%	68%	67%		
13	0%	0%	0%	90%	90%	80%	77%	74%	72%	70%		
14	0%	0%	0%	0%	90%	90%	81%	78%	75%	73%		
15	0%	0%	0%	0%	0%	90%	90%	82%	79%	77%		
16	0%	0%	0%	0%	0%	0%	90%	90%	83%	80%		
17	0%	0%	0%	0%	0%	0%	0%	90%	90%	83%		
18	0%	0%	0%	0%	0%	0%	0%	0%	90%	90%		
19	0%	0%	0%	0%	0%	0%	0%	0%	0%	90%		
20	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
21	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
22	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
23	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
24	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
25	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
26	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
27	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
28	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
29	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
30	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
31	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		

#### Aditya Birla Sun Life Insurance Company Limited

One World Centre, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road Mumbai – 400013

A Non-linked Non-participating Individual Pension Plan

## **POLICY CONTRACT**

32	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
33	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
34	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
35	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Year of	Policy Te	erm>								
Surrender	20	21	22	23	24	25	26	27	28	29
1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
8	53%	53%	53%	53%	52%	52%	52%	52%	52%	52%
9	56%	56%	55%	55%	55%	54%	54%	54%	54%	54%
10	59%	59%	58%	58%	57%	57%	56%	56%	56%	55%
11	62%	61%	61%	60%	59%	59%	58%	58%	58%	57%
12	65%	64%	63%	63%	62%	61%	61%	60%	60%	59%
13	68%	67%	66%	65%	64%	63%	63%	62%	61%	61%
14	72%	70%	69%	68%	66%	66%	65%	64%	63%	63%
15	75%	73%	71%	70%	69%	68%	67%	66%	65%	65%
16	78%	76%	74%	73%	71%	70%	69%	68%	67%	66%
17	81%	79%	77%	75%	74%	72%	71%	70%	69%	68%
18	84%	81%	79%	78%	76%	74%	73%	72%	71%	70%
19	90%	84%	82%	80%	78%	77%	75%	74%	73%	72%
20	90%	90%	85%	83%	81%	79%	77%	76%	75%	74%
21	0%	90%	90%	85%	83%	81%	79%	78%	77%	75%
22	0%	0%	90%	90%	85%	83%	82%	80%	79%	77%
23	0%	0%	0%	90%	90%	86%	84%	82%	80%	79%
24	0%	0%	0%	0%	90%	90%	86%	84%	82%	81%
25	0%	0%	0%	0%	0%	90%	90%	86%	84%	83%
26	0%	0%	0%	0%	0%	0%	90%	90%	86%	85%
27	0%	0%	0%	0%	0%	0%	0%	90%	90%	86%
28	0%	0%	0%	0%	0%	0%	0%	0%	90%	90%
29	0%	0%	0%	0%	0%	0%	0%	0%	0%	90%
30	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
31	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
32	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
33	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
34	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
35	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Policy Term-->

## Aditya Birla Sun Life Insurance Company Limited

One World Centre, Tower 1, 16<sup>th</sup> Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road Mumbai – 400013

A Non-linked Non-participating Individual Pension Plan

## **POLICY CONTRACT**

Year of Surrender	30	31	32	33	34	35
1	0%	0%	0%	0%	0%	0%
2	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%
6	50%	50%	50%	50%	50%	50%
7	50%	50%	50%	50%	50%	50%
8	52%	52%	52%	52%	51%	51%
9	53%	53%	53%	53%	53%	53%
10	55%	55%	55%	55%	54%	54%
11	57%	57%	56%	56%	56%	56%
12	59%	58%	58%	58%	57%	57%
13	60%	60%	60%	59%	59%	59%
14	62%	62%	61%	61%	60%	60%
15	64%	63%	63%	62%	62%	61%
16	66%	65%	64%	64%	63%	63%
17	67%	67%	66%	65%	65%	64%
18	69%	68%	68%	67%	66%	66%
19	71%	70%	69%	68%	68%	67%
20	73%	72%	71%	70%	69%	69%
21	74%	73%	72%	72%	71%	70%
22	76%	75%	74%	73%	72%	71%
23	78%	77%	76%	75%	74%	73%
24	80%	78%	77%	76%	75%	74%
25	81%	80%	79%	78%	77%	76%
26	83%	82%	80%	79%	78%	77%
27	85%	83%	82%	81%	80%	79%
28	87%	85%	84%	82%	81%	80%
29	90%	87%	85%	84%	83%	81%
30	90%	90%	87%	85%	84%	83%
31	0%	90%	90%	87%	86%	84%
32	0%	0%	90%	90%	87%	86%
33	0%	0%	0%	90%	90%	87%
34	0%	0%	0%	0%	90%	90%
35	0%	0%	0%	0%	0%	90%

Guaranteed Surrender Value (GSV) Factor 2 for Accrued Guaranteed Additions is 30%.