

Aditya Birla Sun Life Group Capital Growth Plan

Part B

GENERAL

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

This is a Unit Linked Group Insurance Policy. The actual payment of benefits in this policy will vary based on the actual performance of the segregated fund/s offered under this policy and as selected by you

Please read this policy document carefully.

IRDAI PRIOR APPROVAL

Unless specifically stated otherwise, we reserve the right to increase each charge applicable to your policy at any time. We, however, need to get prior approval from the Insurance Regulatory and Development Authority of India (IRDAI) before such charge increase is effective.

DEFINITIONS

1. **“Act”** refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
2. **“Annuity”** means the amount payable to the annuitant at regular intervals as per the frequency chosen by the Master Policyholder.
3. **“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.
4. **“Beneficiary”** means the Scheme Member OR the person nominated by the Scheme Member as the recipient of the Benefits under the Scheme.
5. **“Benefit(s)”** mean the Benefit(s) payable as stated in provision PART C of this Policy Document.
6. **“Benevolence Schemes”** is a fund set up by the Employer as a welfare measure for its Employees by providing them financial assistance or to the Nominee/Beneficiary in certain contingencies/occasions as listed in the Scheme Rules of the Employer which can change from time to time.
7. **“Contribution(s)/ Premium(s)”** means the Premium(s) paid by the Master Policyholder into the Policy.
8. **“Cut-off Time”** is the time, by which we must have accepted your instructions to invest in, or encash Units from a Fund, for us to invest in or encash Units at the associated valuation time. As per Regulations, the current Cut-off Time is 3.00pm.
9. **“Defined Benefit Scheme”** is a Scheme where the Benefit is fixed irrespective of the Contribution. Under Defined Benefit Scheme, there will be a single consolidated account for the Policy.
10. **“Defined Contribution Scheme”** is a Scheme where an individual account for each member under the Policy is maintained and the Benefits are based solely on the amount contributed in that account.

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11. **“Fund”** means segregated Funds earmarked by the Insurer for Unit Linked business and available to this Policy.
12. **“Fund Value”, “Unit Fund Value”** means the total value of the units at a point of time in a Fund i.e. total number of Units allocated to your Policy multiplied by the Net Asset Value (NAV) per Unit of that Fund.
13. **“Member Fund Value”** means the value obtained by multiplying the number of Units allocated to each Scheme Member by the corresponding price of the Units.
14. **“Minor”** means for the purpose of this Policy any person who is below 18 years of age.
15. **“Net Asset Value (NAV)”** means the price per unit of the Fund.
16. **“Nomination”** is the process of nominating a person who is named as “Nominee” in the proposal/application form or subsequently included/ changed by an endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
17. **“Nominee”** is the person who is nominated by You in accordance with Part F and whose name is mentioned in the Policy Schedule, to receive the Death Benefit under this Policy. Nomination can only be effected if You are also the Life Insured under the Policy.
18. **“Policy anniversary”** *corresponds* to the date after a year from the policy effective date and every anniversary thereafter.
19. **“Policy issue date”** means the date on which this Policy is issued by the company.
20. **“Policy effective date”** means the date on which your rights and benefits under this Policy begin, as shown in Your Policy Details.
21. **“Policy year and policy month”** – are measured from the policy effective date and are periods of twelve calendar months and one calendar month, respectively.
22. **“Scheme”** means the Scheme named in the Policy Schedule.
23. **“Scheme Member”** means an Eligible Person who is included in the Scheme as per the Scheme Rules as member of the Scheme and is therefore eligible for the Benefits under this Policy.
24. **“Scheme Rules”** mean the Rules of the Scheme set-up by the Master Policyholder and approved by the Insurer. On the Scheme Rules being amended, the amendments to the extent that they may affect the Policy provisions or the insurance granted, shall become effective only if such amendments are approved by the Insurer.
25. **“Scheme benefit”** The amount payable to Member(s) as defined in the Scheme Rules.
26. **“Sum Assured”** means the one-time pre-defined amount as mentioned in the Policy Schedule which is payable on death of the Scheme Member.
27. **“Surrender”** means the complete withdrawal/termination of the entire Master Policy.

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28. **“Surrender Value”** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Master Policy.
29. **“Trustees”** mean the Trustees, if applicable, of the Scheme.
30. **“UIN”** means the Unique Identification Number allotted by the IRDAI.
31. **“Unit”** means a specific portion or part of the underlying segregated Unit Linked Fund which is representative of the Master Policyholder’s entitlement in such Funds i.e. the number of Units are allocated basis applicable NAV and amount of Premium net of charges.

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Plan

Ver 1/July/2025

POL/6/25-26/379

UIN 109L152V01

Part C

BENEFITS PAYABLE UNDER THIS POLICY

1. Benefits

- This is a Non-Participating Group Unit Linked Insurance Policy. This Policy is classified as a Life/Pension and Group Fund Based Policy. We will maintain a number of investment-linked Funds in order to determine the Benefits under this Policy and certain other policies issued by us from time to time. Our liability under the Policy lies only to You and is limited to the extent of the Fund Value of your Policy less any charges due to us plus any Death Benefits that may be payable. Under no circumstance, we are liable to meet the Scheme's financial obligations towards the Scheme Members. Benefits shall be payable in accordance with the Policy and in line with the Scheme Rules as agreed at the inception of this Master Policy.

Based on the Plan Option chosen by the Policyholder at the inception, the benefits shall be as follow:

Option A: Market Linked:

1. Benefits on Death:

- For Defined Benefit Schemes, the death benefit will be calculated according to the scheme rules and paid by cancelling units at the current NAV, up to the available funds in the policy at the day the benefit is payable.
- For Defined Contribution Schemes, the member's fund value will be paid.

Additionally, a one-time sum of Rs. 10,000 will be paid for Non-Superannuation Schemes. No Sum Assured will be paid for Superannuation Scheme.

2. Benefits on Maturity:

There will be no Benefit payable on maturity.

3. Benefits on Scheme Member's exit from the employer's service / Benefits in accordance with scheme rule:

The below benefits are payable on the Scheme Member's exit from the Scheme due to retirement/resignation or termination from the Employer's service or in accordance with the scheme rules:

- For Defined Benefit Schemes, an amount as per the Scheme Rules will be paid by cancellation of Units at the prevailing NAV. This Benefit will be subject to a maximum of the Funds in the Policy available at the day the Benefit is payable.
- For Defined Contribution Schemes, the member's fund value will be paid.

4. Survival Benefit:

There will be no Benefit payable on the survival of the Scheme Member.

Option B: Market Linked with Guaranteed Benefits:

This option offers a Guarantee in the form of return of 100.1% of net Contribution amount (Contribution less Benefit payments and Mortality Charges, if any), subject to the following conditions:

- For the purpose of Guarantee calculation, each Contribution shall be tracked separately.

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- The Guaranteed Benefit with respect to a Contribution will be equal to 100.1% of the net Contribution amount. Net Contribution will be calculated as the Contribution amount less Benefit payments and Mortality Charges, if any.
- The Guarantee shall be applicable at the point of exit and after a waiting period of two years from the date of Contribution.
- Any Benefit payments shall be made from the Contribution(s) on a First In First Out basis.
- Extra allocation if opted, does not form part of the Guarantee.

1. Benefits on Death:

- For Defined Benefit Schemes, the death benefit will be calculated based on the scheme rules and paid by cancelling units at the current NAV, up to the available funds. This is subject to the applicable guaranteed benefit at the time of benefit payment.
- For Defined Contribution Schemes, the death benefit will be the higher of the member's fund value or the applicable guaranteed benefit.

Additionally, a one-time sum of Rs. 10,000 will be paid for Non-Superannuation Schemes. No Sum Assured will be paid for Superannuation Scheme.

2. Benefits on Maturity:

There will be no Benefit payable on maturity.

3. Benefits on Scheme Member's exit from the employer's service / Benefits in accordance with scheme rules:

The below benefits are payable on the Scheme Member's exit from the Scheme due to retirement/resignation or termination from the Employer's service or in accordance with the scheme rules:

- For Defined Benefit Schemes, the death benefit will be calculated based on the scheme rules and paid by cancelling units at the current NAV, up to the available funds. This is subject to the applicable guaranteed benefit at the time of benefit payment.
- For Defined Contribution Schemes, the death benefit will be the higher of the member's fund value or the applicable guaranteed benefit.

4. Survival Benefit:

There will be no Benefit payable on the survival of the Scheme Member.

2. Large Fund Addition:

- Additional units are added to the master policyholder's fund based on the average fund size held on the monthly processing date in the twelve policy months immediately preceding the policy renewal date.
- The product includes a pooling benefit, where the total funds across all group company policies are considered when determining the additional allocation rate.
- The definition of a Group Company is based on the Companies Act, as amended. This pooling benefit is specific to policies under this product.
- Additional units are added annually on each policy renewal date.
- These additional allocations shall be as per the table below:

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Fund value	Additional Allocation Rate (% p.a.)	
	Option A	Option B
Less than 1 Crore	0.000%	0.000%
Greater than or equal to 1 Crore	0.250%	0.270%
Greater than or equal to 2 Crore	0.270%	0.270%
Greater than or equal to 3 Crore	0.270%	0.320%
Greater than or equal to 5 Crore	0.400%	0.470%
Greater than or equal to 10 Crore	0.450%	0.520%
Greater than or equal to 15 Crore	0.520%	0.570%
Greater than or equal to 20 Crore	0.570%	0.620%
Greater than or equal to 25 Crore	0.620%	0.670%
Greater than or equal to 30 Crore	0.660%	0.720%
Greater than or equal to 35 Crore	0.700%	0.720%
Greater than or equal to 50 Crore	0.710%	0.720%
Greater than or equal to 100 Crore	0.710%	0.720%
Greater than or equal to 150 Crore	0.710%	0.720%
Greater than or equal to 200 Crore	0.710%	0.720%
Greater than or equal to 250 Crore	0.740%	0.770%

3. Extra Allocation (If opted):

- The Master Policyholder shall have the options to avail for an extra allocation of Units with respect to the Contributions in the first Policy Year (Refer Table Below).
- The extra allocation provided is recovered over a period, depending on the extra allocation percentage (Refer Table Below).
- The extra allocations into the Funds in the Policy will be in proportion to the investments under each Fund.
- The extra allocation is recovered from the Policy account on a monthly basis (beginning of month), starting from the month following the month of contribution. The Recovery percentage and the Period of Recovery shall be as per the table below. The recovery shall be via cancellation of units.
- If the policy is surrendered before the end of the recovery period, the remaining unrecovered amount will be deducted from the surrender value.

Extra Allocation (as a % of 1st year Contribution/s)	Recovery % p.a. (applied on the 1st year Contribution/s)	Period of Recovery (in years)
1%	Max (0.48% * allocated units * NAV, 0.50% * Contribution)	2
2%		4
3%		6
4%		8
5%		10

NAV is the prevailing NAV at the time of recovery.

Allocated units pertains to units allocated against 1st year contribution/s by MPH.

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Part D

POLICY PROVISIONS:

1. Lapsed Policy:

This Policy does not lapse.

2. Surrender:

Option A: Market Linked

- Surrender benefit is the Unit Fund Value less any applicable surrender charges.

Option B: Market Linked with Guaranteed Benefits

- For the Contribution(s) which have completed waiting period of 2 years, the total Surrender Benefit will be a sum total of Benefit for each of the Contributions. For each Contribution, Benefit will be calculated as higher of:
 - A. Fund Value in respect of the Contribution; OR
 - B. Guaranteed Benefit in respect of the Contribution

Plus

Fund Value in respect of Contribution(s) within the waiting period of two years

Less

Applicable Surrender Charges

The Guaranteed Benefit with respect to a Contribution will be equal to 100.1% of the net Contribution amount. Net Contribution will be calculated as the Contribution amount less Benefit payments and Mortality Charges, if any.

3. Top-Up Premiums:

The policy shall not allow any top-ups, unless required to address the underfunding of the scheme as per the extant accounting standard governing the measurement of long term employee benefits.

4. Partial Withdrawals:

Partial withdrawals are not allowed in this Policy.

5. Fund Switch:

Option A: Market Linked:

- The Master policyholder can switch investments or part of them between available funds, as per the rules of each selected fund. There is no restriction on the number of switches that can be done.

Option B: Market Linked with Guaranteed Benefits:

- Not applicable, since there is only one Fund option available.

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6. Revivals and Reinstatements:

There is no contractual regular premium commitment; hence revivals and reinstatements are not applicable.

7. Loans:

No loan facility is available under this policy.

8. 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 are not satisfied with the terms & conditions of your policy. We will pay the Fund Value, once we receive your written notice of cancellation (along with reasons thereof) together with the original policy documents. Depending on our then current administration rules, we may reduce the amount of the refund by deducting extra allocated amount, if any in your policy in accordance with IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

9. Grace Period:

This is a single premium policy hence grace period is not applicable.

10. Premium Redirection:

- The Master Policyholder may allocate future Contribution to a different Fund or set of Funds.
- The redirection has to be within the Funds available under the option chosen at Policy inception.
- Under option B, premium redirection is not available as there is only 1 fund option available.

11. Waiting Period:

Under Option B, there is 2 years waiting period for capital guarantee to be applicable.

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Part E

Policy Charges:

1. Surrender Charges:

In case, you surrender the policy before the third renewal, then 0.05% of unit fund value (maximum Rs. 5,00,000) will be deducted. Charges will be deducted by cancelling units. No surrender charge is applicable thereafter.

2. Fund Management Charges:

The daily unit price of each Investment Fund is adjusted to reflect the fund management charge. The current fund management charge is 1 % per annum for all Investment Funds.

The charge may be increased up to 1.35% per annum of the Fund Value with prior approval from IRDAI. The Fund Management Charge will be recovered by ABSLI through adjustment of NAV.

3. Mortality Premium/Charges:

Mortality premium/charge is Rs. 6 per member per annum for Rs.10,000 Sum Assured for non-superannuation schemes. The mortality premium/charge of Rs. 6 is exclusive of applicable taxes, if any. This charge is not applicable for Superannuation Schemes.

4. Investment Guarantee Charge:

Under Option B, the investment guarantee charge will be 0.15% p.a. This will be charged daily, as a percentage of the unit fund value. The charge will be recovered by ABSLI through adjustment of NAV.

5. Premium Allocation Charges:

There are no premium allocation charges under this product.

6. Fund Switching Charges:

There are no Fund Switching charges under this product

SEGREGATED FUND PROVISIONS

7. Investment Options:

1. Option A – Market Linked:

- For Superannuation schemes as well as Non-Superannuation schemes like Gratuity, Leave Encashment, Post Retirement Medical Schemes and other benefit schemes such as Benevolence Schemes:
 1. Group Fixed Interest,
 2. Group Bond,
 3. Group Gilt,
 4. Group Money Market,
 5. Group Secure,
 6. Group Stable,
 7. Group Growth Advantage,
 8. Group Short Term Debt Fund,
 9. Group Growth.

2. Option B - Market Linked with Guaranteed Benefits –

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- For Superannuation schemes as well as Non-Superannuation Schemes–
1.Group Capital Protection Fund.

Details of Segregated Fund/s available under this policy :

Segregated Fund	Segregated Fund Identification No. (SFIN)	Risk Profile	Asset Allocation	Min.	Max.
Group Money Market	ULGF00824/08/04BSLIGRMMKT109	Very Low	Debt Instruments	20%	100%
			Money Market & Cash	0%	80%
			Equities & Equity Related Securities	0%	0%
Group Short Term Debt	ULGF01322/09/08BSLGSHTDBT109	Very Low	Debt Instruments	20%	100%
			Money Market & Cash	0%	80%
			Equities & Equity Related Securities	0%	0%
Group Gilt	ULGF00630/05/03BSLIGRGILT109	Low	Debt Instruments	60%	100%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%
Group Fixed Interest	ULGF00416/07/02BSLGFIXINT109	Low	Debt Instruments	60%	100%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%
Group Bond	ULGF00530/05/03BSLIGRBOND109	Medium	Debt Instruments	60%	100%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%
Group Secure	ULGF00212/06/01BSLGSECURE109	Medium	Debt Instruments	40%	90%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	10%	20%
Group Stable	ULGF00312/06/01BSLGSTABLE109	High	Debt Instruments	25%	80%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	20%	35%
Group Growth Advantage	ULGF01026/11/07BSLIGGRADV109	High	Debt Instruments	0%	70%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	30%	60%
Group Growth	ULGF00112/06/01BSLGGGROWTH109	High	Debt Instruments	10%	70%
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	30%	50%

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Group Capital Protection Fund	ULGF02311/07/25BSLCAPPRTC109	Low	Debt Instruments	60 %	100 %
			Money Market & Cash	0%	40%
			Equities & Equity Related Securities	0%	0%

Current segregated Fund/s under this policy:

The objective and strategy of the various funds is as given below:

Group Fixed Interest Fund

Objective: This ABSLI Fund Option with full exposure in debt market instrument, aims to achieve value creation at low risk over a long-term horizon by investing into high quality fixed interest securities.

Strategy: Active fund management at a medium level of risk by having entire exposure to government securities, corporate bonds maintaining medium to long-term duration of the portfolio to achieve capital conservation.

Group Bond Fund

Objective: This ABSLI Fund Option aims to achieve capital preservation along with stable returns by investing in corporate bonds over medium-term period.

Strategy: This ABSLI Fund Option follows a strategy to invest in high credit rated corporate bonds, maintaining a short-term duration of the portfolio at a medium level of risk to achieve capital conservation

Group Gilt Fund

Objective: This ABSLI Fund Option aims to deliver safe and consistent returns over a long-term period by investing in Government Securities for capital preservation of the Policyholder.

Strategy: This ABSLI Fund Option strategy is to invest in government securities, maintaining a medium to long-term duration of the portfolio to achieve capital conservation.

Group Money Market Fund

Objective: The primary objective of this ABSLI Fund Option is to provide reasonable returns, at a high level of safety and liquidity for capital conservation for the Policyholder.

Strategy: The strategy of this ABSLI Fund Option is to make judicious investments in high quality debt and money market instruments protect capital of the Policyholder with very low level of risk.

Group Secure Fund

Objective: This ABSLI Fund Option helps build your capital and generate better returns at moderate level of risk, over a medium or long-term period through a balance of investment in equity and debt.

Strategy: Generate better return with moderate level of risk through active management of fixed income portfolio and focus on creating long term equity portfolio which will enhance yield of composite portfolio with low level of risk appetite

Group Stable Fund

Objective: This ABSLI Fund Option helps you grow your capital through enhanced returns over a medium to long term period through investments in equity and debt instruments, thereby providing a good balance between risk and return. This fund is suitable for those who want to earn higher return on investment through balanced exposure to equity and debt securities.

Strategy: To earn capital appreciation by maintaining diversified equity portfolio and seek to earn regular return on

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fixed income portfolio by active management resulting in wealth creation for Policyholders.

Group Growth Advantage Fund

Objective: The Objective of the fund is to provide blend of fixed return by investing in debt & money market instruments and capital appreciation by predominantly investing in equities of fundamentally strong and large blue chip companies.

Strategy: The fund option will invest at least 40% and maximum of 60% in fundamentally strong and large blue chip companies and minimum 40% in Debt and money market Instruments. The Strategy of the fund is to build and actively manage a well-diversified equity portfolio of value & growth driven stocks by following a research-focused investment approach. While appreciating the high risk associated with equities, the fund would attempt to maximize the risk-return pay-off for the long-term advantage of the policyholders. The fund will also explore the option of having exposure to quality mid cap stocks. The Fund Manager would endeavor to outperform the benchmark. The non-equity portion of the fund will be invested in high rated debt and money market instruments and fixed deposits.

Group Short Term Debt Fund

Objective: This ABSLI Fund Option helps to provide capital preservation at a high level of safety & liquidity through judicious investments in high quality short-term debt instruments.

Strategy: To actively manage the fund by building a portfolio of fixed income instruments with short-term duration. The quality & duration of the assets purchased would aim to minimize the credit risk & liquidity risk of the portfolio. Fund will maintain reasonable level of liquidity.

Group Growth Fund

Objective: The objective of this ABSLI Fund Option is to achieve optimum balance between growth and stability to provide long-term capital appreciation with balanced level of risk by investing in fixed income securities and high quality equity security. This fund option is for those who are willing to take average to high level of risk to earn attractive returns over a long period of time.

Strategy: The strategy is to invest into fixed income securities & maintaining diversified equity portfolio along with active fund management policyholder's wealth in long run.

Group Capital Protection Fund

Objective: The investment fund option with full exposure in debt market and money market instruments, aims to achieve value creation at moderate risk over a long-term horizon by investing predominantly into high quality fixed income securities.

Strategy: Active fund management at a low level of risk by having entire exposure to government securities, corporate bonds and money market instrument, maintaining medium to long-term duration of the portfolio to achieve capital conservation and appreciation.

8. Segregated Fund

A segregated fund is a specific and separate fund managed for the exclusive interest of all policyholders sharing the same segregated fund.

The company has sole discretion on the investment and management of each segregated fund within the limits as specified in Section 7. The allocation of units in the segregated fund under this policy is notional and is solely for the purpose of determining the Policy Fund Value.

9. Investment Risk

An investment by you in any segregated fund is subject to market and other risks. Other than the explicit guarantees provided by us, there is no assurance that the objectives of any segregated fund will be achieved.

The unit price of any segregated fund may increase or decrease as per the performance of the financial markets. The past performance of any segregated fund offered by us in this policy or otherwise does not indicate the future

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performance of any segregated funds. The name/s of the segregated fund/s and that of the policy do not in any way indicate the quality of the returns that can be expected from the segregated fund/s.

The company will manage the investment mix of each segregated Fund according to Section 7.

10. Segregated Fund Valuation

We usually determine the value of each segregated fund at the end of every business day. The Unit Pricing Formula and the Cut-off Time shall be as specified by regulations. Presently, the Unit Price of a Unit Linked Fund shall be computed as: (the market value of investments held by the fund *plus* the value of any current assets *less* the value of any current liabilities & provisions) *divided by* the number of units existing at valuation date (before creation or redemption of any units)

We will set the NAV of a fund as per the IRDAI's guidelines. This unit price will be published on our company's website.

11. Segregated Fund Unit Allocation and Unit Redemption

On each business day, the cut-off time will be as per regulations. Instructions accepted by us up to the cut-off time are executed using the unit price we determine at the end of that business day. Instructions accepted by us after the cut-off time will be executed using the unit price determined by us at the end of the next business day.

Instruction to invest is deemed accepted by us when we receive cash, demand draft or local cheque at any of our offices by duly authorized officials. For outstation cheque, instruction to invest is deemed accepted by us only on the day we receive credit in any of our bank accounts.

The number of units allocated equals the monetary amount invested in an segregated fund divided by its unit price at that time. Units are allocated when we receive a premium or when we execute your request to switch units from another segregated fund (as applicable to your policy).

The number of units redeemed equals the monetary amount encashed from an segregated fund divided by its unit price at that time. Units are redeemed when we execute your request to switch units to another segregated fund (as applicable to your policy).

In case a Large Fund Addition is added to your policy, units will be allocated to all segregated funds under your policy in proportion to their value at that time. For the purpose of this paragraph, we will use the latest unit prices available.

Termination of your policy, for any reason, will result in the redemption of all units in all segregated funds under your policy at the time.

12. Segregated Fund Additions and Closures

With the approval from the IRDAI we may from time to time add new segregated Funds under your policy. All provisions in this policy will continue to apply unless specifically stated otherwise. We will inform you of such addition no later than 60 days after it is made available under your policy.

With the approval from the IRDAI we may at any time close an segregated Fund available in your policy. We will inform you in writing of such closure no later than 60 days before we actually close the segregated fund.

If We do not receive any intimation from You, the Fund shall be transferred to a conservative Fund by default. Short Term Debt Fund is currently Our conservative Segregated Fund.

13. Force Majeure

We shall derive the NAV on each Business Day. However, We may do so less frequently in case of a Force Majeure Event, where the value of the assets is too uncertain. In such circumstances, We may defer the valuation of assets

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for up to 30 days until we are certain that the valuation of Funds can be resumed. In which case, We shall inform IRDAI of such deferment in the valuation.

During the continuance of the Force Majeure events, all requests for servicing the Policy including Policy related payment shall be kept in abeyance. We shall continue to invest as per the Fund mandates submitted with IRDAI. However, We reserve Our right to change the exposure of all or any part of the Funds to Money Market Instruments [as defined under applicable IRDAI regulations] in circumstances mentioned under above. The exposure of the Fund as per the Fund mandates submitted with IRDAI, shall be reinstated within reasonable timelines once the Force Majeure Event ends.

Some of the examples of the Force Majeure Event circumstances as mentioned are:

- when one or more stock exchanges which provide a basis for valuation of the assets of the fund are closed otherwise than for ordinary holidays.
- when, as a result of political, economic, monetary or any circumstances which are not in Our control, the disposal of the assets of the fund would be detrimental to the interests of the continuing policyholders.
- in the event of natural calamities, strikes, war, civil unrest, riots and bandhs.
- in the event of any force majeure or disaster that affects Our normal functioning.

In such an event, an intimation of Force Majeure Event shall be uploaded on Our website for information.

Part F

General Provisions

1. Contract

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

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, and other contact information) or update any change in such contact information. This contract does not provide for participation in the distribution of profits or surplus declared by us.

2. Currency and Place of Payment

All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

Indian Rupee (Rs.) is the currency of this policy. We will make or accept payments relating to this policy at any of our offices in India or such other locations as determined by us from time to time.

3. Nomination

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

It is responsibility of the policyholder to maintain the nominee details under this policy and to pay the benefit amount to the nominee. We will not recognize a nomination unless we receive nominee details along with the claim forms.

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

4. Claim Procedures

The Policyholder/Nominee should notify the claim with proof of claim to the 'Claims Department' at the Branch office or through our Customer Portal <https://lifeinsurance.adityabirlacapital.com/customer-service/claim-procedure/online-claim> or to the 'Claims Department' at BSLI.Notificationclaims@adityabirlacapital.com and the claim documents to be simultaneously sent at Aditya Birla Sun Life Insurance Company Limited, G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601. The claim is required to be intimated to us within a period of 90 days from the date of death. However, we may condone the delay in claim intimation, if any, and the delay is proved to be for reasons beyond the control of the claimant.

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

For Death Benefit:

- Inforce Certificate of Insurance (if applicable)
- Claimant's statement
- Death Certificate (only in the case of the death of the life insured)
- Medical Attendant's Certificate
- Employer's Certificate, if applicable
- Discharge Summary duly attested by the policyholder
- Copies of Medical Reports of last and previous hospitalizations, if any
- For accident cases – First Information Report, Post Mortem Report and Police Inquest Form

You shall also provide us with any other relevant information/ document as may be required by us depending on the circumstances of the death or illness.

In case you are unable to provide any or all of the above documents, in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation and subsequently settle the claim.

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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 BSLI.Notificationclaims@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>.

5. 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 absli.grouphelpline@adityabirlacapital.com
- 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/group-insurance-policy..> For any further assistance that You may require, You can call us at our toll free no. 1800 270 7000.

6. Member Register

You are responsible to maintain a register of members covered in prescribed format. We reserve the right to inspect the register of members at any time.

7. Discharge Receipt

A receipt signed by the policyholder or any person authorized in writing by the Master policyholder shall be good, valid and sufficient discharge with respect to any payments made by us under this policy

8. Taxation

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

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

9. Fraud and Misrepresentation

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

For more details on Section 45 of the Insurance Act, 1938 please refer to Annexure B.

10. 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.

11. Governing laws

The policy is subject to the tax laws and other applicable legislations prevailing in India. Any dispute under the policy shall be subject to the applicable laws in India.

Only competent courts at the place of issue of this policy shall have jurisdiction to entertain legal action.

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.

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Part G

Grievance or Complaint

You may register your grievance or complaint with our Grievance Officer at Customer Care Unit / Aditya Birla Sun Life Insurance Company Ltd. at G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One WorldCentre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also call our toll free no. 1-800-270-7000 or email:

absli.grouphelpline@adityabirlacapital.com.

You can contact the Grievance Redressal Officer on the details provided on <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, 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 (Timings: Daily 10 a.m. to 7 p.m.) on WhatsApp no. 8828800040 or email: absli.grouphelpline@adityabirlacapital.com.

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

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

Email ID: complaints@irda.gov.in

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

By Phone : 155255 or 1800 4254 732

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

4th Floor, Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Ph: (040) 20204000

Insurance Ombudsman

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

- (a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- (b) Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- (c) Disputes over premium paid or payable in terms of insurance Policy;
- (d) Misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
- (e) Legal construction of insurance policies insofar as the dispute relates to claim;
- (f) Policy servicing related grievances against insurers and their agents and intermediaries;
- (g) Issuance of life insurance Policy, general insurance Policy including health insurance Policy which is not in conformity with the proposal form submitted by the proposer;

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- (h) Non-issuance of insurance Policy after receipt of premium in life insurance and general insurance including health insurance; and
- (i) Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the Policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).

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

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

Risk Factors / Disclaimers

This policy is underwritten by Aditya Birla Sun Life Insurance Company Limited (ABSLI). This is a non-participating fund based linked group plan. Aditya Birla Sun Life Insurance Group Capital Growth Plan. The names of the funds offered in this plan do not in any way indicate their quality, future prospects or returns. The policy charges mentioned above are applicable to the base policy. Unless specifically stated as guaranteed, policy charges can be modified by the company subject to the specified limits and prior IRDAI approval.

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

Appendix-I: List of Ombudsman

*Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD - Shri Collu Vikas Rao Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU – Ms. Neerja Kapur Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL – Shri Ajay Kumar 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: oio.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESHWAR - Shri Bimbadhar Pradhan Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: oio.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Ms. Alka Jha 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: oio.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

<p>CHENNAI - Shri K.Vinayak Rao 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: oio.chennai@cioins.co.in</p>	<p>Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p>DELHI - Ms. Sunita Sharma Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: oio.delhi@cioins.co.in</p>	<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>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: oio.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>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: oio.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>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: oio.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>KOCHI- Shri Pradeep Kumar Jain 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011 Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>

<p>KOLKATA - Ms Kiran Sahdev Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: oio.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Shri. Atul Sahai Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: oio.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI –Ms. Sarojini S Dikhale Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29/30 /31 Fax: 022 - 26106052 Email: oio.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & 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: oio.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Ms Susmita Mukherjee Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>

<p>PUNE - Shri Sunil Jain Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: oio.pune@cioins.co.in</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: oio.thane@cioins.co.in</p>	<p>Area of Navi Mumbai, Thane District, Raigad District, Palghar District and <u>wards of Mumbai, M/East, M/West, N, S and T.</u>"</p>

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

ANNEXURE A

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 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 Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
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 Insurance Laws (Ordinance) 2014, 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 B

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 Insurance Laws (Amendment) Act 2015 are as follows:

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

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

9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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