

PART B – DEFINITIONS**GENERAL**

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

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

DEFINITIONS

1. **“Act”** refers to the Insurance Act 1938 as amended from time to time and shall include the Insurance Laws (Amendment) Act 2015.
2. **“Age”** is the Age of the Annuitant(s) on the last birthday at the time of commencement of the Policy.
3. **“Annuitant(s)”** means the person or persons named in the Policy Schedule, on whose life/ lives the Policy is effected.
4. **“Annuity”** means the fixed amount guaranteed at Date of Commencement of Risk payable in arrears under the Policy, as per the Annuity Payment Frequency chosen by You and as specified in the Policy Schedule; Annuity Option once chosen cannot be altered.
5. **“Annuity Option”** means shall mean the Annuity Option chosen by You and appearing in the Policy Schedule.
6. **“Annuity Payment Frequency”** refers to the frequency of Annuity payment as chosen by the Annuitant from the available modes of Annuity i.e. yearly, half-yearly, quarterly, and monthly.
7. **“Appointee”** means the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the Nominee if the benefit becomes payable to the Nominee and Nominee is Minor (as on the date of claim payment) / dependent person with disability (Divyangjan). Appointee is also the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the dependent person with disability, if dependent person with disability is the Secondary Annuitant.
8. **“Assignee”** means the person to whom the rights and benefits are transferred by virtue of an Assignment.
9. **“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.
10. **“Assignor”** means the person who transfers the rights of the life insurance Policy to the Assignee.
11. **“Beneficiary” or “Claimant”** means You, Annuitant, Nominee(s) (if valid Nomination is effected), Assignee(s) or their heirs, legal representatives or holders of a succession certificate in case Nominee(s) or Assignee(s) is/are not alive at the time of claim;
12. **“Date of Commencement of Risk” or “Risk Commencement Date”** means the date as specified in the Schedule, on which the insurance cover/risk under the Policy commences
13. **“Date of Issuance of Policy”** means the date as specified in the Policy Schedule.
14. **“Death Benefit”** means the benefit payable on death of the Life Insured as specified in Part C of this Policy.
15. **“Discharge Form”** is the form to be filled by the Annuitant /Claimant to claim the Surrender/ Death Benefit under the Policy.
16. **“Due Date”** means a fixed date on which the Annuity is due and payable.

17. **"Endorsement"** means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
18. **"Free Look Period"** means the period as specified in Part D of the Policy, during which You have an option to return the original Policy to Us by stating the objections/reasons for such disagreement in writing.
19. **"IRDAI" or "Authority"** means Insurance Regulatory and Development Authority of India.
20. **"Living Certificate"** means a declaration in a format specified by the Company, from the Annuitant(s) duly signed by a gazetted officer and/or a Registered Medical Practitioner (who should quote his medical council registration number) declaring that the Annuitant(s) is/are living on the date of the declaration and the said declaration should be accompanied with a self-attested identification proof of the respective Annuitant(s) duly verified by the gazetted officer and/or the Registered Medical Practitioner or any other person as notified by the Company from time to time.
21. **"Joint Life Annuity"** refers to the policy taken jointly on the lives of Primary Annuitant and Secondary Annuitant, where spousal relationship exists.
22. **"Loan"** means an amount granted by the Company, at a specified interest rate, to the Policyholder against the Surrender Value available under the Policy as specified in Part D of the Policy.
23. **"Medical Practitioner"** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. Such Medical Practitioner is not the Policyholder's spouse, father (including stepfather) or mother (including stepmother), son (including stepson), son's wife, daughter, daughter's husband, brother (including stepbrother) and sister (including stepsister) or Life Insured / Annuitant/Policyholder under this policy and would be independent of the Insurer.
24. **"Major"** is a person who is aged 18 years and above.
25. **"Minor"** is a person who has not completed 18 years of age.
26. **"Nomination"** is the process of nominating a person who is named as "Nominee" in the Proposal Form or subsequently included/ changed by an Endorsement. Nomination should be in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
27. **"Nominee"** means a person nominated by You in accordance with Part F to receive the Death Benefit in case of death of the Annuitant (in case of single life) or of the last survivor (in case of Joint Life Annuity) under the Policy and whose name is mentioned in the Schedule.
28. **"Policy"** means the contract of insurance entered into between You and Us as evidenced by this document, the Proposal Form, the Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form along with any written instructions from You, subject to Our acceptance of the same and any endorsement issued by Us.
29. **"Policy Anniversary"** means the annual anniversary of the Date of Commencement of Risk.
30. **"Policy Term"** means:
 - a. In case of 'Single Life - Annuity with Return of 100% of Purchase Price Option', the policy term will be the period commencing on the Date of Commencement of Risk till the death of the Annuitant,
 - b. In case of 'Joint Life - Last Survivor Annuity with Return of 100% of Purchase Price (ROP) on death of the last survivor Option', the policy term will be the period commencing on the Date of Commencement of Risk till the death of the last surviving Annuitant.
31. **"Policy Year"** is the period of twelve calendar months from the Policy Anniversary.

32. **"Policyholder" or "You" or "Your"** means the legal owner of this Policy and as named in the Policy Schedule.
33. **"Policy Issue Date"** is the date specified in the Policy Schedule on which this Policy is issued and Your rights, benefits and cover begins under the Policy.
34. **"Policy Schedule"** means the Policy schedule and any annexures, tables, and/or Endorsements attached to it from time to time, and forming part of the Policy.
35. **"Primary Annuitant"** (applicable under Joint Life Annuity Option) is the person on whose life this Policy has been taken and who is entitled to receive the annuity benefits as stated in Policy Schedule. For Joint Life Annuity option under this Policy, the word, "Annuitant" is used for "Primary Annuitant".
36. **"Proposal Form"** means the form filled in and completed by You, for the purpose of obtaining insurance coverage under this Policy
37. **"Purchase Price"** is the amount paid by the Policyholder/Annuitant as mentioned in the Policy Schedule. The term Purchase Price and the Premium are used interchangeably in this Policy Document. Purchase Price / Premium does not include any taxes which are payable separately.
38. **"Secondary Annuitant"** (applicable under Joint Life Annuity Option) is the person entitled to receive the annuity payment, in the event of death of the Primary Annuitant.
39. **"Surrender"** means complete withdrawal / termination of the entire Policy.
40. **"Surrender Value"** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy.
41. **"UIN"** means the Unique Identification Number allotted to this plan by the IRDAI.
42. **"We" or "Our" or "Us" or "Company"** means Aditya Birla Sun Life Insurance Company Limited.

PART C – POLICY FEATURES, BENEFITS AND PREMIUM PAYMENT**1. Death Benefit****i. Option 1: Life Annuity with Return of 100% of Purchase Price (ROP):**

In the event of death of the Annuitant, 100% of the Purchase Price shall be payable in lump sum to the Nominee /legal heirs.

ii. Option 2: Joint Life Last Survivor Annuity with Return of 100% of Purchase Price (ROP) on death of the last survivor:

- On first death of either of the Annuitants, 100% of the Annuity shall continue to be paid as long as one of the Annuitant is alive.
- On death of the last surviving Annuitant, the Annuity will cease immediately and the Purchase Price shall be payable in lump sum to the Nominee/ legal heirs.

1.1 If any Annuity is paid by Us after the date of death of the Annuitant or last surviving Annuitant, as the case may be, but before the date of intimation of death, We shall deduct an amount equal to the total of such Annuity paid from the Death Benefit payable under this Policy.

1.2 Once the Death Benefit is paid the policy will terminate and no future benefits will be payable.

2. Survival Benefit**i. Option 1: Life Annuity with Return of 100% of Purchase Price (ROP):**

A fixed Annuity, as specified in the Policy Schedule, shall be payable.

ii. Option 2: Joint Life Last Survivor Annuity with Return of 100% of Purchase Price (ROP) on death of the last survivor:

A fixed Annuity, as specified in the Policy Schedule, shall be payable, till either of the Annuitants is alive.

2.1 The Annuity shall be payable in arrears at the end of chosen Annuity Payment Frequency from the date of purchase of the plan.

2.2 The Annuity Option chosen at policy inception, cannot be changed thereafter.

2.3 Procedure for Payment of the Survival Benefit:

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

3. Maturity Benefit

No maturity benefit is payable under the Policy.

4. Policy Premium

Once the Purchase Price has been received no other premium payments will be accepted under the Policy

PART D – POLICY TERMS AND CONDITIONS**1. Free-look Period**

You will have the right to return your Policy to Us within 15 days (30 days in case of electronic policies and the Policies issued under the provision of IRDAI Guidelines on Distance Marketing⁽¹⁾ of Insurance products) from the date of receipt of the Policy. In case You are not satisfied with the terms & conditions of Your Policy, We will refund the Premium(s) paid once We receive Your written notice of return (along with reasons thereof) together with the original Policy Document. We may reduce the amount of the refund by stamp duty charges and annuity paid, if any, while issuing the Policy in accordance to IRDAI (Protection of Policyholders Interest) Regulations, 2017.

The treatment of the policy shall be as follows:

- a. for standalone immediate annuity policies: the proceeds from cancellation shall be returned to the Policyholder.
- b. If this policy is purchased out of proceeds of a deferred pension plan of any other insurance company: The proceeds from cancellation will be transferred back to that insurance company.

Please note that the Freelook option stated above can be exercised only if the Policy has been purchased from funds which are not arising from any of Our pension plans under which annuitizing is compulsory.

⁽¹⁾ Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone-calling; (ii) Short Messaging services (SMS); (iii) Electronic mode which includes e-mail, internet and interactive television (DTH); (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts; and (v) Solicitation through any means of communication other than in person.

2. Surrender

The Policy can be surrendered any time after six months from the Date of Commencement of Risk, if the Annuitant, or spouse or any of the children of the Annuitant is diagnosed as suffering from any of the 20 specified Critical Illnesses as specified in Annexure D, based on the documents produced to the satisfaction of the Medical Examiner of the Company. On approval of the Surrender, 95% of the Purchase Price shall be paid to the Annuitant, subject to deduction of any outstanding Loan amount and Loan interest, if any. On payment of the Surrender Value, the Policy stands terminated. Any change in the Surrender Value calculation method shall be applicable only after prior approval of IRDAI.

3. Policy Loan

- a) Policy Loan can be availed any time after six months from the Date of Commencement of Policy.
- b) Under Joint life option, the Loan can be availed by the Primary Annuitant and on death of the Primary Annuitant, it can be availed by the Secondary Annuitant.
- c) The maximum amount of Loan that can be granted under the Policy shall be such that the effective annual interest amount payable on loan does not exceed 50% of the Annual Annuity amount payable under the Policy.
- d) The interest on Loan shall be at 10-year G-Sec rate per annum as at 1st April of the relevant financial year, as published by M/s. FBIL, plus 200 bps and shall be applicable for all loans granted during the period of twelve months, beginning 1st May of the relevant financial year.
- e) The compound interest rate applicable as on May 1st, 2020 is 8.3% p.a. Any change in basis of determination of interest rate for Policy Loan can be done only after prior approval of IRDAI.
- f) The Loan interest will be recovered from the Annuity amount payable under the Policy.
- g) The Loan interest will accrue as per the frequency of Annuity payment under the Policy and it will be due on the date of Annuity.
- h) The Loan outstanding shall be recovered from the claim proceeds under the Policy.
- i) The Annuitant has the flexibility to repay the Loan principal at any time during the currency of the Annuity payments.

4. Termination of Policy

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

- a) the date on which We receive a free look cancellation request; or
- b) the date of settlement of the Death; or
- c) the date of payment of the Surrender Value under the Policy

5. Proof of Age

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

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

SAMPLE

PART E – CHARGES, FUND OPTIONS, ETC

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

SAMPLE

PART F – GENERAL PROVISIONS**1. Contract**

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

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

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

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

2. Claim Procedures

The Policyholder/Nominee should notify the claim with proof of claim 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.

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

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

- 1) Copy of Death Certificate
- 2) Claimant Statement Form, as prescribed by the Company
- 3) Original policy document
- 4) NEFT mandate from the Claimant for direct credit of the claim amount to the bank account
- 5) Relationship proof and KYC of the Claimant
- 6) If the Age is not admitted under the Policy, the proof of Age of the Annuitant shall also be submitted.

Intimation of death along with death certificate must be notified within 90 days from the date of death, in writing to the office of the Company where the Policy is serviced for any claim to be admissible. However, delay in intimation of the genuine claim by the Claimant, may be condoned by the Company, on merit and where delay is proved to be for reasons beyond his/her control.

Additional Requirements in case of Surrender of the Policy,

- 1) Surrender/ Discharge Form along with the original Policy Document
- 2) Evidence of Critical Illnesses as specified in Annexure D

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

Beneficiary can download the claim documents from our website <https://lifeinsurance.adityabirlacapital.com> or can obtain the same from any of ABSLI branches. In case You are unable to provide any or all the above documents, in exceptional circumstances such as a natural calamity, we may at our own discretion conduct an investigation/verification and accord a claim decision. 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"

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

- Online intimation through ABSLI Website (<https://lifeinsurance.adityabirlacapital.com>)

- Through e-mail on claims.lifeinsurance@adityabirlacapital.com
- Visit nearest ABSLI Branch Office

3. Taxation

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

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

4. Currency and Place of Payment

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

5. Governing Laws

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

6. Assignment

Applicable as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. For more details on the Assignment, please refer to Annexure A.

7. Nomination

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

8. Forfeiture - Fraud and Misstatement

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

9. 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.

10. Modifications

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

11. 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.

PART G – GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS**Grievance or Complaint**

You may register Your grievance or complaint with any of Our nearest branches or with Our **Grievance Officer** at Customer Care Unit, Aditya Birla Sun Life Insurance Company Ltd., at G- Corp Tech Park, 5th & 6th Floor, Kasar Vadavali, Near Hypercity Mall, Ghodbunder Road, Thane (West) – 400601 or at Company's registered address at One World Centre, Tower 1, 16th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013. You may also lodge your grievance or compliant complaint with any of our nearest branches or also call our toll free no. 1-800-270-7000 or on WhatsApp no. 8828800040 or email: care.lifeinsurance@adityabirlacapital.com

In case You are dissatisfied with the decision of the above office or have not received any response within 10 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: Grievance.lifeinsurance@adityabirlacapital.com

For senior citizens, we provide priority redressal of grievances and complaints.

[Please email us at: ABSL.SeniorcitizenLifeinsurance@adityabirlacapital.com](mailto:ABSL.SeniorcitizenLifeinsurance@adityabirlacapital.com)

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

If You are not satisfied with the response or do not receive a response from Us within 15 days, You may approach the IRDAI's Integrated Grievance Management System (IGMS) on the following contact details:

Email ID: complaints@irda.gov.in

You can also register your complaint online at

<http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

By Phone : 155255 or 1800 4254 732

Consumer Affairs Department,
Insurance Regulatory and Development Authority of India,
4th Floor, Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Ph: (040) 20204000

Insurance Ombudsman

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

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

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

Aditya Birla Sun Life Insurance

Saral Pension

A Non-Linked, Non-Participating, Single Premium, Individual Immediate Annuity Plan

POLICY CONTRACT

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

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

- only if the grievance has been rejected by the grievance redressal machinery of the insurer;
- within a period of one year from the date of rejection by the insurer; and
- 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, single premium, individual immediate annuity plan issued in accordance with the IRDAI (Non- Linked Insurance Products) Regulations 2019. All terms & conditions are fully guaranteed throughout the Policy Term. The remuneration payable to the intermediaries is in accordance to the IRDAI (Payment of Commission or Remuneration or Reward to insurance agents and insurance intermediaries) Regulations 2016 and as per Board-approved 'Policy for Payment of Commission or Remuneration or Reward to insurance agent and insurance intermediaries. ABSLI reserves the right to recover levies such as GST levied by the authorities on insurance transactions. If there be any additional levies, they too will be recovered from You. Tax benefits are subject to changes in the tax laws.

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

SAMPLE

List of Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001	Tel.:- 079 - 25501201/02/05/06 Fax : 079 - 27546142 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU 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: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL- 462 003.	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email:bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, CHANDIGARH-160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001(ASSAM)	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD. Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004.		
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi II, Ground Floor, Bhawani Singh Marg, JAIPUR – 302005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM-682 015.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700072	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW 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@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, 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.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,S.V. Road, Santacruz(W), MUMBAI-400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt. Gautam Buddh Nagar U.P – 201301.	Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.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, Saharanpur.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C. T.S No.s 195 to198, N.C. Kelkar Road, Narayan Peth,	Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Aditya Birla Sun Life Insurance

Saral Pension

*A Non-Linked, Non-Participating, Single Premium, Individual Immediate Annuity Plan***POLICY CONTRACT**

PUNE – 411030.		
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006	Tel.: 0612-2680952 Email id: bimalokpal.patna@ecoi.co.in .	Bihar, Jharkhand.

SAMPLE

ANNEXURE A**Section 38 - Assignment and Transfer of Insurance Policies**

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

1. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a Policy by an Endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of Assignment should indicate the fact of transfer or Assignment and the reasons for the Assignment or transfer, antecedents of the Assignee and terms on which Assignment is made.
4. The Assignment must be signed by the transferor or Assignor or duly authorized agent and attested by at least one witness.
5. The transfer of Assignment shall not be operative as against an insurer until a notice in writing of the transfer or Assignment and either the said Endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for Assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or Assignment or Endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the Policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon Endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or Assignment.
11. In case of refusal to act upon the Endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of Assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or Assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every Assignment or transfer shall be deemed to be absolute Assignment or transfer and the Assignee or transferee shall be deemed to be absolute Assignee or transferee, except
 - a. where Assignment or transfer is subject to terms and conditions of transfer or Assignment OR
 - b. where the transfer or Assignment is made upon condition that
 - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of Assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the Policy. Such conditional Assignee will not be entitled to obtain a loan on Policy or Surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of Assignment, recognize the transferee or Assignee named in the notice as the absolute transferee or Assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or Assignor was subject to at the date of transfer or Assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain Loan under the Policy or Surrender the Policy without obtaining the consent of the transferor or Assignor or making him a party to the proceedings
15. Any rights and remedies of an Assignee or transferee of a life insurance Policy under an Assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

Aditya Birla Sun Life Insurance

Saral Pension

A Non-Linked, Non-Participating, Single Premium, Individual Immediate Annuity Plan

POLICY CONTRACT

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

SAMPLE

ANNEXURE B**Section 39 - Nomination by Policyholder**

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

1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
2. Where the Nominee is a Minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an Endorsement or a further Endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of Nomination must be delivered to the insurer for the insurer to be liable to such Nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person Named in the text of the Policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a Nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a Nomination or cancellation or change thereof.
9. A transfer or Assignment made in accordance with Section 38 shall automatically cancel the Nomination except in case of Assignment to the insurer or other transferee or Assignee for purpose of Loan or against security or its reassignment after repayment. In such case, the Nomination will not get cancelled to the extent of insurer's or transferee's or Assignee's interest in the Policy. The Nomination will get revived on repayment of the Loan.
10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the Nomination.
11. In case of Nomination by Policyholder whose life is insured, if the Nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case Nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe Nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the Nominee having regard to the nature of his title.
14. If Nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired Nominee(s) shall be payable to the heirs or legal representative of the Nominee or holder of succession certificate of such Nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his Nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after the Insurance Laws (Amendment) Act, 2015, a Nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where Nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

Aditya Birla Sun Life Insurance

Saral Pension

A Non-Linked, Non-Participating, Single Premium, Individual Immediate Annuity Plan

POLICY CONTRACT

[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.]

SAMPLE

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

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

Annexure D : List of Covered Critical Illnesses**1. CANCER OF SPECIFIED SEVERITY**

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

II. The following are excluded –

- i. All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond.
- iii. Malignant melanoma that has not caused invasion beyond the epidermis.
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below.
- vi. Chronic lymphocytic leukemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs.
- ix. All tumors in the presence of HIV infection.

2. MYOCARDIAL INFARCTION (First Heart Attack of specific severity)

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

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

II. The following are excluded:

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

3. OPEN CHEST CABG

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

II. The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures

4. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

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

5. COMA OF SPECIFIED SEVERITY

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

- i. No response to external stimuli continuously for at least 96 hours;
- ii. Life support measures are necessary to sustain life; and
- iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

6. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

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

7. STROKE RESULTING IN PERMANENT SYMPTOMS

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

II. The following are excluded:

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

8. MAJOR ORGAN /BONE MARROW TRANSPLANT

I. The actual undergoing of a transplant of:

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

II. The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of Langerhans are transplanted

9. PERMANENT PARALYSIS OF LIMBS

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

10. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS

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

11. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

- i. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following: i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- ii. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

II. Other causes of neurological damage such as SLE and HIV are excluded.

12. BENIGN BRAIN TUMOR

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- iii. The following conditions are excluded: Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. BLINDNESS

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

II. The Blindness is evidenced by:

- i. Corrected visual acuity being 3/60 or less in both eyes or ;

ii. The field of vision being less than 10 degrees in both eyes.

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

14. END STAGE LUNG FAILURE

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

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

15. END STAGE LIVER FAILURE

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

Permanent jaundice; and Ascites; and Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded.

16. LOSS OF SPEECH

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

II. All psychiatric related causes are excluded.

17. LOSS OF LIMBS

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

18. MAJOR HEAD TRAUMA

I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

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

III. The Activities of Daily Living are:

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

IV. The following are excluded: Spinal cord injury;

19. PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION

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

II. The NYHA Classification of Cardiac Impairment are as follows:

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

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

20. THIRD DEGREE BURNS

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

SAMPLE