

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

Bajaj Allianz Life Insurance Company Limited**Bajaj Allianz Life Smart Protection Goal****Part A****FORWARDING LETTER**

Name of the Policyholder _____

Address _____

Dear

Sub: Issuance of the Policy under application for the life insurance policy dated .

We would like to thank you for investing your faith in us. Your policy **requires Regular Premiums to be paid for <XX> years.**

Please find enclosed herewith your Policy Document, a copy of the Proposal Form, Customer Information Sheet (CIS) and documents mentioned herein below, based on which your insurance Policy has been issued. This Policy is issued subject to section 45 of the Insurance Act, 1938 and any amendment from time to time.

Document Type	Specification of Documents provided	Identification No
Proposal Form	Proposal Form	
Age proof		
Identity Proof		
Address Proof		

You will have a free look period of thirty (30) days from the date of receipt of the Policy Document, to review the terms and conditions of the Policy and where You disagree to any of those terms or conditions, or otherwise and has not made any claim, You have the option to return the Policy to Us, stating the reasons for Your objection, then, You shall be entitled to a refund of the Regular Premium (excluding applicable taxes) paid subject only to a deduction of a proportionate risk premium for the period of cover and the expenses incurred on medical examination and stamp duty charges.

For any queries kindly write to us at the below mentioned address and we assure and strive to provide you the best of services.

(<Name of the authorised person >)

FOR BAJAJ ALLIANZ LIFE INSURANCE COMPANY LTD.

Authorised Signatory

Chief-Operations & Customer Experience

Sales Representative Details:

Name		Code	
Address			
Phone Number		E-Mail Id	

Your Policy Servicing Branch Address: **Bajaj Allianz Life Insurance Company Limited**

Toll Free Numbers:

Please read policy document, especially following clauses on

Premium	Policy Benefits
Non-payment of Regular Premium and forfeiture, if any	Definitions & Exclusions as contained in Annexure K

Disclaimer: In case of dispute, English version of the Policy Document shall be final and binding

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

PREAMBLE

The Company has received a Proposal Form, declaration and the first Regular Premium from the Policyholder / Life Assured as named in this Schedule. The said Proposal Form and declaration along with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Policyholder as the basis of the contract of insurance, both parties to the assurance contract do hereby further accept and affirm that the Policy, in consideration of and subject to due receipt of subsequent Regular Premiums as set out in the Schedule with all its parts (Policy Document and Endorsements if any) shall be subject to the terms and conditions as contained in this Policy. The Policy Document includes Annexures (including Annexure K, Annexure AA, Annexure BB & Annexure CC) and other documents attached herewith.

This Policy is issued on the basis of the information given, declaration made by the Policyholder in the Proposal Form, which is incorporated herein and forms the basis of this Policy.

SCHEDULE

Name of the Policyholder

Address

Address

Pin code

Gender		Date of Birth	
Age at Entry	Years	Age	

Name of the Life Assured

Policy No.		Product Name	Bajaj Allianz Life Smart Protection Goal
Product Code		Unique Identification No. (UIN)	116N174V04
Policy Commencement Date		Sum Assured	
Date of Commencement of Risk		Date of Birth	
Age		Age Admitted?	
Gender		Smoker Category	
Maturity Benefit (Rs.)		Premium Payment Frequency	
Policy Term	Years	Extra Premium (Rs.)	
Premium Paying Term	Years		
Regular Premium (Rs.)*		Maturity Date	
Due Date of Last Premium		Due Dates of Premium	

* Regular Premium includes any Extra Premium, if any, but excludes any applicable GST or cess.

NA – Not Applicable

If optional Critical Illness Benefit (CIB) opted in the Policy:

CI PPT	CI Cover Term	CI Maturity Date	CI Sum Assured (Rs.)	CI Maturity Benefit (Rs.)	CI Premium (Rs.)	CI Extra Premium (Rs.)

** 'Total Premiums paid' mentioned in the table above are those with respect to the Optional CI Benefit.

TOTAL PREMIUM PAYABLE AT EACH PREMIUM PAYMENT FREQUENCY: ₹

In Words: RupeesOnly

Special Clauses, Exclusions and/or Conditions imposed on the Policy (if any):

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

Details of the Nominee

Nominee(s) Name	Nominee(s) Gender(s)	Nominee(s) Age(s)	Percentage Share	Relationship to the Life Assured	Appointee Name [in case the Nominee(s) minor(s)]	Appointees Relationship to the Nominee

Sales Representative Details:

Name		Code	
Address			
Phone Number		E-Mail Id	

To whom the Benefits are Payable: The Benefits are payable to the Claimant.

The Policy shall be subject to and governed by the terms of the Policy Document along with the Schedule contained herein and endorsements if any, made from time to time and all these shall together form a single agreement

All taxes, including GST and cess, either existing or those that may apply in future (including enhancements of existing taxes) will be charged extra over and above the Premium amount. Payment of such taxes shall be the responsibility of the Policyholder.

Bajaj Allianz Life Insurance Company does not provide any warranty or assurance that the Policyholder will be, by virtue of purchasing this Policy, eligible for any income tax or other tax rebate or relief.

Signed on behalf of Bajaj Allianz Life Insurance Company Limited for Policy No. _____

Affix Stamp
₹

Issued on <date>

Authorised Signatory

ON EXAMINATION OF THE POLICY, if the Policyholder notices any mistake, the Policy Documents is to be returned for correction to the Company.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

Part B

This Policy is issued on the basis of the information given and declaration made by the Policyholder in the Proposal Form, which is incorporated herein and forms the basis of this Policy. The following terminologies shall have the meaning assigned to them below, wherever these terms appear in the Policy Document. The singular includes the plural and references to the male include the female where the context so permits.

1) Definitions & abbreviations:

- a. **"Age"** means age as at last birthday.
- b. **"Annualised Premium"** means the amount of Regular Premium/s payable in a Policy Year excluding the taxes, underwriting Extra Premiums and loadings for modal premium, if any.
- c. **"Appointee"** means a person, as mentioned in the Schedule, to whom the Policy proceeds/benefits will be paid to, in case the Nominee is a minor on the date of payment.
- d. **"Assignee"** is the individual to whom or the institution to which the Assignment is made by the Policyholder.
- e. **"Assignment"** means transfer of rights by the Policyholder in the Policy to another individual/institution that gives the Assignee the rights to receive proceeds/benefits under the Policy from the date of Assignment, for a consideration or otherwise. Assignment shall be as per Section 38 of the Insurance Act, 1938, as amended from time to time.
- f. **"CI Benefit (CIB)"** means the benefit payable on the diagnosis of any specified Critical Illness on the life of the Life Assured. Please refer to Section 4)a)ii) below for more details.
- g. **"CI Cover Term"** means the period, as specified in the Schedule, during which the CI Benefit is payable.
- h. **"CI Extra Premium"** means the amount of additional premium collected w.r.t. CI Benefit as part of the Regular Premium, which is decided based on the prevailing Board approved underwriting policy of the Company, and was communicated to the Policyholder as part of the Extra Premium in the counter-offer made to him and to which he consented.
- i. **"CI Maturity Benefit"** means benefit, if applicable, payable on the CI Maturity Date. Please refer to Section 4) iii) below for more details. The CI Maturity Benefit will be the CI Total Premiums. The choice of CI Maturity Benefit has to be made by the Policyholder at the Policy Commencement Date.
- j. **"CI Maturity Date"** means the date as specified in the Schedule on which the CI Cover Term expires.
- k. **"CI PPT"** means the period specified in the Schedule during which the CI Premium is payable.
- l. **"CI Premium"** means the amount (which includes the CI Extra Premium) collected for the CI Benefit, if any, payable (on the due date or within the Grace Period allowed) at regular intervals during the CI PPT, and is collected as part of the Regular Premium.
- m. **"CI Sum Assured"** means the amount as specified in the Schedule for which the Life Assured is insured under the CI Benefit.
- n. **"CI Total Premium"** means the sum of all CI Premiums paid till date, as applicable, excluding any CI Extra Premium, and GST & cess, if any.
- o. **"Claimant"** means the Life Assured (if alive) or Policyholder (if different from the Life Assured) or the assignee or the Nominee or the legal heirs of Policyholder/ Nominee(s) to whom the Policy Benefit will be payable.
- p. **"Company/ We/Us"** refers to BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
- q. **"Cooling Period"** means a consecutive period of 180 days starting from the date of diagnosis of one minor stage CI condition to the date of diagnosis of subsequent minor stage CI condition.
- r. **"Critical Illness (CI)"** means illness shall include either the diagnosis of any of the illnesses or performance of any of the covered surgeries as given in section I) of Annexure K, subject to exclusion as given in section II) of Annexure K. Annexure K forms part of this Policy Document.
- s. **"Date of Commencement of Risk"** means the date specified in the Schedule (unless the Policyholder is informed otherwise by the Company) from which the risk cover of the Life Assured commences under the Policy.
- t. **"Death Benefit"** means the benefit payable on the death of the Life Assured. Please refer to Section 4) below for more details.
- u. **"Extra Premium"** means the amount of additional premium collected as part of the Regular Premium, which is decided based on the prevailing Board approved underwriting norms of the Company, and was communicated to the Policyholder in the counter-offer made to him and to which he consented.
- v. **"Endorsement"** means conditions attached/affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
- w. **"Free Look Period"** means the period in which the Policyholder can choose to terminate the Policy as per the details mentioned in Section 5 below
- x. **"Goods and Service Tax (GST)"** is charged based on type of Policy communication address of Policyholder. This may change subject to change in rate/state in address of the Policyholder as on date of adjustment.
- y. **"Grace Period"** means a period of fifteen (15) days for a monthly Premium Payment Frequency and thirty (30) days for other than monthly Premium Payment Frequency, from the due date of the Premium payment, without any penalty or late fee, during which period the Life Assured is covered for the applicable risk in the Policy. On the occurrence of the contingent event during the Grace Period, the due-but-unpaid premium will be deducted from the benefit payable.
- z. **"IRDAI"** means the Insurance Regulatory and Development Authority of India.
- aa. **"Life Assured"** means the person named as the Life Assured in the Schedule whose life is assured under this Policy.
- bb. **"Maturity Benefit"** means benefit payable on the Maturity Date under the Policy. Please refer to Section 4) iii) below for more details.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

The Maturity Benefit will be the Return of All Premiums (ROP) with respect to the Policy and/or CI Benefit. In the calculation of the ROP, any Extra Premium and/or GST will be excluded. This choice of a Maturity Benefit has to be made by the Policyholder at the Policy Commencement Date.

cc. "Maturity Date" means the date as specified in the Schedule on which the Policy Term expires.

dd. "Nominee" means the person specified in the Schedule who has been nominated in writing to the Company by the Policyholder, who is entitled to receive the Death Benefits under the Policy. This is applicable only in a Policy where Policyholder and Life Assured are the same.

ee. "Paid-up CI Sum Assured" means the reduced CI Sum Assured as on the date of the Policy becoming paid-up [as per Section 6(b) below], arrived by multiplying the CI Sum Assured by a proportion of the number of Regular Premiums paid to the number of CI Premiums payable; adjusted for any CIB paid for any Minor CI before the date of paid-up. The Paid-up CI Sum Assured shall be:

i) If Minor CI Benefit/s was/were already paid as on the date of paid-up, the Paid-up CI Sum Assured will be:

$$PUSA1 = [(t/m) * CI \text{ Sum Assured}] \text{ MINUS sum of all Minor CI Benefit/s paid}$$

Based on the calculation mentioned above, if the paid-up value PUSA1 becomes negative, then the CIB Cover will be terminated immediately, and no further benefit is payable under the CIB Cover

ii) If NO Minor CI Benefit was paid as on the date of paid-up, then, the Paid-up CI Sum Assured will be:

$$PUSA2 = (t/m) * CI \text{ Sum Assured}$$

iii) If the CI Benefit opted for is CIB for Angioplasty, then the Paid-up CI Sum Assured for Angioplasty will be

$$PUAB = (t/m) * 500,000$$

Where, 't' is the number of Premiums paid and 'm' is the number of Premiums payable in the CIB.

ff. "Paid-up Maturity Benefit" means the reduced Maturity Benefit as on the date of the Policy becoming paid-up [as per Section 6(b) below]

i) If ROP was opted in the Policy, Paid-up Maturity Benefit is the ROP paid with respect to the Policy.

ii) In CI Benefit: Provided CIBs with respect to Minor CIs was/were paid during the CI Cover Term, if ROP was opted in the Policy, a proportion of the amount of ROP paid with respect to the CIB will be paid as CI Maturity Benefit. The proportion will be [1 minus (Sum of all prior CIBs paid / CI Sum Assured)].

gg. "Paid-up Sum Assured" means the reduced Sum Assured as on the date of the Policy becoming paid-up [as per Section 6(b) below], arrived by multiplying the Sum Assured by a proportion of the number of Regular Premiums paid to the number of Regular Premiums payable in the Policy.

hh. "Paid-up Sum Assured on Death" means the reduced Sum Assured on Death as on the date of the Policy becoming paid-up [as per Section 6(b) below], arrived by

multiplying the Sum Assured on Death by a proportion of the number of Regular Premiums paid to the number of Regular Premiums payable in the Policy.

ii. "Policy" means the arrangements established by the Policy Document.

jj. "Policy Anniversary" means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.

kk. "Policy Commencement Date" means the date of commencement of the Policy as specified in the Schedule.

ll. "Policy Document" means this Policy wording the Schedule (which is attached to and forms part of this Policy and includes any Annexure or Endorsement to it and, if more than one, then, the latest in time) and the Proposal Form.

mm. "Policyholder/You/Your" means the adult person named in the Schedule who has concluded the Policy with the Company.

nn. "Policy Term (PT)" means the period, as specified in the Schedule, between the Policy Commencement Date and the Maturity Date.

oo. "Policy Year" means the year commencing on the Policy Commencement Date or a Policy Anniversary thereof.

pp. "Premium" means the Regular Premium, as applicable in the Policy.

qq. "Premium Payment Frequency" is a regular time interval as specified in the Schedule, at which the Regular Premium is payable during the Premium Paying Term.

rr. "Premium Paying Term (PPT)" means the period specified in the Schedule during which the Regular Premium is payable.

ss. "Proposal Form" means the Policyholder's statements in the proposal for this Policy submitted by or on behalf of the Policyholder along with any other information or documentation provided to the Company prior to Policy Commencement Date.

tt. "PUAB" has the meaning as detailed in Section 1(z.iii) above.

uu. "PUSA1" has the meaning as detailed in Section 1(z.i) above.

vv. "PUSA2" has the meaning as detailed in Section 1(z.ii) above.

ww. "Regular Premium" means the amount payable to avail the benefits under this Policy during the Premium Payment Frequency, as specified in the Schedule. This amount will be inclusive of Extra Premium, if any, but excludes applicable taxes

xx. "Revival Period" means the period of five (5) consecutive complete years from the date of first unpaid Premium.

yy. "Return of Premiums (ROP)" means Total Premiums paid under the Policy, as detailed in Section 4(a)iii) & Section 4(b)iii) below

zz. "Smoker Category" of the Life Assured is as specified in the Schedule, and is the classification of the Life Assured based on the use of tobacco (in any form by him) and based on the prevailing Board approved under-

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan
UIN: 116N174V04

writing norms of the Company.

aaa. "Sum Assured" is the amount as specified in the Schedule for which the Life Assured is insured under the Policy.

bbb. "Sum Assured on Death" is higher of (i) 10 times Annualized Premium or (ii) 105% of Total Premium Paid till date of death or (iii) Sum Assured

ccc. "Surrender Value" means the benefit payable, if any, on the surrender of the Policy. Please refer to Section 9) below for more details.

ddd. "Survival Period" means a period of fourteen (14) days from the date of diagnosis of the Critical Illness as listed under Annexure K.

eee. "Total Premium" means the sum of all Regular Premiums paid till date, as applicable, excluding any Extra Premium, and GST & cess, if any

fff. "Waiting Period" means a period of ninety (90) days for major CI conditions and one hundred and eighty (180) days for minor CI conditions, from the Date of Commencement of Risk or date of latest revival of the Policy, whichever is later.

PART C

2. Policy Description

- The Policy is a non-linked, non-participating, individual life, Regular Premium paying, term and health cover (death and health cover related) and savings plan.
- The plan, also, provides an additional cover of Critical Illness Benefit, which the Policyholder can choose before the Policy Commencement Date. The Critical Illness Benefit will have an individual additional sum assured.
- The plan provides Death Benefit, CI Benefit (if opted), Maturity Benefit for return of premiums (if opted), and Surrender Value (if available).
- The details of the benefits are as given in Section 4) below.

3. Premium

- The Regular Premium is based on the Death Benefit, CI Benefit (if opted), Gender, Age, Policy Term, CI Cover Term, Premium Paying Term, CI PPT, Sum Assured, CI Sum Assured, Maturity Benefit (if any) and the Smoker Category of the Life Assured, and includes any Extra Premium.
 - Regular Premium is payable in full on the due dates of Regular Premium specified in the Schedule or within the Grace Period allowed, during the Premium Paying Term.
 - The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
 - The Company will not accept any amount less than the Regular Premium along with applicable taxes, if any, due, as the Regular Premium.
 - Grace Period as per the Premium Payment Frequency is applicable for each Regular Premium due, where the Premium along with applicable

taxes (if any) has not been paid in full, even with-in the Grace Period, the Policy shall be subjected to the "Non-payment of Premium and Forfeiture" condition(s) as per Section 6) below.

4. Policy Benefits:

a. If all the due Premiums have been paid till date in full:

The Company will pay the following benefits under the Policy to the Claimant as per the Death Benefit and the CI Benefit opted by the Policyholder under the Policy, subject to Section 6), Section 11) & Section 21) below, and provided the Policy has not been terminated as per Section 12) below.

i. Death Benefit:

On death of the Life Assured, the Death Benefit equal to Sum Assured on Death will be paid. The risk cover under the Policy will, immediately and automatically, terminate on the date of death of the Life Assured and the Policy on the date of payment of Death Benefit.

ii. If the CI Benefit has been opted in the Policy:

On the date of diagnosis of a CI on the life of Life Assured during the CI Cover Term, provided the Waiting Period has expired, and subject to the Cooling Period (in case of minor CI) and Survival Period, the CI Benefit is payable by the Company to the Life Assured, based on the condition of CI (Minor or Major) as classified in Annexure K attached herewith.

Provided CIBs for four (4) minor CIs have NOT been paid during CI Cover Term				Current CI is a Major CI	
Current CI is a Minor CI, but NOT Angioplasty		Current CI is Angioplasty			
Prior CIB for Same Minor CI Paid during CI Cover Term	Prior CIB for Same Minor CI NOT Paid during CI Cover Term	Prior CIB for Angioplasty Paid during CI Cover Term	Prior CIB for Angioplasty NOT Paid during CI Cover Term	Prior Minor CIB/s Paid	Prior Minor CIB NOT Paid
No CIB is payable	CIB of 25% of the CI Sum Assured will be paid	No CIB is payable	CIB of the lower of 25% of the CI Sum Assured or Rs.5,00,000 will be paid	CIB of CI Sum Assured less sum of all prior CIBs paid will be paid.	CIB of CI Sum Assured will be paid.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

<p>(1) CIB for a Minor CI will be paid only once for that minor CIB, during the CI Cover Term. No CIB will be paid for the same minor CI which has been claimed earlier.</p> <p>(2) CIB for a Minor CI where minor CI is angioplasty will be paid only once during the CI Cover Term.</p> <p>(3) The CIB will continue for any remaining CI Sum Assured, subject to receipt of due CIB Premiums.</p> <p>(4) Please note, Angioplasty is a Minor CI</p> <p>(5) If CIBs have been paid for four (4) Minor CIs during CI Cover Term, no CIB will be payable for any future Minor CI. Any remaining CI Sum Assured shall be payable on the occurrence of a major CI.</p> <p>(6) If the full CI Sum Assured has been paid as CIBs, then, the CIB will terminate, immediately & automatically, on the date of diagnosis of the latest CI.</p>	<p>The CIB will terminate, immediately & automatically, on the date of diagnosis of the first major CI.</p>
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iii. Maturity Benefit [Only if ROP was opted in the Policy]:

1. If ROP has been opted in the Policy, provided the Policy is in-force till Maturity Date, on survival of the Life Assured till the Maturity Date and/or on CI Maturity Date (if CI Benefit is still available in the Policy),
 - a. The Return of Premiums paid with respect to the Death Benefit cover will be paid as Maturity Benefit.
 - b. In CI Benefit: Provided the Policy is in force till CI Maturity Date and
 - i. If no CI Benefit was claimed, on survival of the Life Assured till the CI Maturity Date, Return of Premiums paid with respect to CI Benefit will be paid as CI Maturity Benefit.
 - ii. If part of the CI Sum Assured has been claimed, on survival of the Life Assured till the CI Maturity Date, (the Return of Premiums paid with respect to CI Benefit)* [1 minus (the sum of all prior CI Benefits paid / CI Sum Assured)] will be paid as CI Maturity Benefit.
 - iii. The CI Benefit will, immediately and automatically, terminate on the CI Maturity Date.
2. The risk cover under the Policy will, immediately and automatically, terminate on the Maturity Date, and the Policy on the date of payment of Maturity Benefit.
3. If ROP on Maturity has not been opted for under the Policy and/or CI Benefit, no Maturity Benefit is payable.

b. If the Policy is a paid-up as per Section 6(b)ii) below, then,

i. Death Benefit:

On death of the Life Assured, the Death Benefit equal to Paid-up Sum Assured on Death will be paid. The risk cover under the Policy will, immediately and automatically, terminate on the date of death of the Life Assured and the Policy on the date of payment of Death Benefit.

ii. If the CI Benefit has been opted in the Policy:

On the date of diagnosis of CI on the life of Life Assured during the CI Cover Term, provided the Waiting Period has expired, and subject to the Cooling Period (in case of minor CI) and Survival Period, the CI Benefit is payable by the Company to the Life Assured, based on the condition of CI (Minor or Major) as classified in Annexure K attached herewith.

De-scription	Provided CIBs for four (4) Minor CIs have NOT been paid during CI Cover Term				Current CI is Major CI	
	Current CI is Minor CI, but NOT Angioplasty		Current CI is Angioplasty			
	Prior CIB for Same Minor CI Paid during CI Cover Term	Prior CIB for Same Minor CI NOT Paid during CI Cover Term	Prior CIB for Angioplasty Paid during CI Cover Term	Prior CIB for Angioplasty NOT Paid during CI Cover Term	Prior Minor CIBs Paid After the Policy is paid-up	Prior Minor CIB NOT Paid After the Policy is paid-up
Paid-up CI Sum Assured is PUSA1.	No CIB payable	CIB of 25% of the PUSA1 will be paid	No CIB payable	CIB of the lower of 25% of the PUSA1 or PUAB will be paid	CIB of PUSA1 less sum of all prior CIBs paid since the date of paid-up will be paid.	CIB of PUSA1 will be paid.
	<p>(1) The CIB will continue for any remaining PUSA1.</p> <p>(2) If CIBs have been paid for four (4) Minor CIs during the CI Cover Term, no CIB will be payable for future minor CIs. Please note that angioplasty is a Minor CI.</p> <p>(3) If the full PUSA1 has been paid as CIBs, then, the CIB will terminate, immediately & automatically, on the date of diagnosis of the latest minor CI.</p>				The CIB will terminate, immediately & automatically, on the date of diagnosis of the first major CI.	
Paid-up CI Sum Assured is PUSA2.	No CIB payable	CIB of 25% of the PUSA2 will be paid	No CIB payable	CIB of the lower of 25% of the PUSA2 or PUAB will be paid	CIB of PUSA2 less sum of all prior CIB paid will be paid.	CIB of PUSA2 will be paid.
	<p>(1) The CIB will continue for any remaining PUSA2.</p> <p>(2) If CIBs have been paid for four (4) Minor CIs during cover period, no CIB will be payable for future Minor CIs. Please note that Angioplasty is a minor CI.</p> <p>(3) If the full PUSA2 has been paid as CIBs, then, the CIB will terminate, immediately & automatically, on the date of diagnosis of the latest minor CI.</p>					

iii. Maturity Benefit [Only if ROP was opted in the Policy]:

1. If ROP on Maturity has been opted in the Policy, on survival of the Life Assured to the Maturity Date, the Maturity Benefit will be paid as follows:
 - a. If ROP has been opted in the Policy, provided the Policy is in-force till Maturity Date, on survival of the Life Assured till the Maturity Date and/or on CI Maturity Date (if CI Benefit is still available in the Policy),
 - i. The Return of Premiums paid with respect to the Death Benefit cover will be paid as Maturity Benefit.
 - ii. In CI Benefit: Provided the Policy is in force till CI Maturity Date and
 1. If no CI Benefit was claimed, on survival of the Life Assured till the CI Maturity Date, Return of Premiums paid with respect to CI Benefit will be paid as CI Maturity Benefit.
 2. If part of the CI Sum Assured has been claimed, on survival of the Life Assured till the CI Maturity Date, (the Return of Premiums paid with respect to CI Benefit)* [1 minus (the sum of all prior CI Benefits paid / CI Sum Assured)] will be paid as CI Maturity Benefit.
 3. The CI Benefit will, immediately and automatically, terminate on the CI Maturity Date.
 - b. The risk cover under the Policy will, immediately and automatically, terminate on the Maturity Date, and the Policy on the date of payment of Maturity Benefit.
 - c. If ROP on Maturity has not been opted for under the Policy and/or CI Benefit, no Maturity Benefit is payable.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

Date and/or on CI Maturity Date (if CI Benefit is available in the Policy), the Paid-up Maturity Benefit with respect to the Policy and/or CI Benefit will be paid out as the Maturity Benefit; provided no claim has been paid under the Policy and/or the full CI Sum Assured has not been paid-out in the CIB.

2. The CI Benefit will, immediately and automatically, terminate on the CI Maturity Date.
3. The risk cover under the Policy will, immediately and automatically, terminate on the Maturity Date, and the Policy on the date of payment of Maturity Benefit.
4. If ROP on Maturity has not been opted for the Policy and/or CI Benefit in the Policy, no Maturity Benefit is payable.

iv. If the Policy is a lapsed as per Section 6(b)i) below, then, no benefit is payable under the Policy.

PART D

5. Free Look Condition:

The policyholder has a free look period of thirty (30) days from the date of receipt of the Policy Document, to review the terms and conditions of the policy and where the Policyholder disagrees to any of those terms or conditions, or otherwise and has not made any claim, he has the option to return the policy to the insurer for cancellation, stating the reasons for his objection, then he shall be entitled to a refund of the Regular Premiums (excluding applicable taxes) paid, subject only to a deduction of a proportionate risk premium for the period of cover and the expenses incurred by the Company on medical examination of the proposer and stamp duty charges.

6. Non-payment of Regular Premium and Forfeiture

a. For Regular Premium payment option without ROP:

If any Regular Premiums is not paid before the end of the Grace Period, then, the Policy will, immediately & automatically, lapse at the expiry of the Grace Period, and no benefit under the Policy will be payable.

b. For Regular Premium payment option with ROP:

- i. If at least two (2) full years' Regular Premiums are not paid under a Policy, the Policy and the CI Cover will, immediately & automatically, lapse at the expiry of the Grace Period, and no benefit will be payable under the Policy.
- ii. If at least two (2) full years' Regular Premiums under a Policy are paid, and subsequent Regular Premiums are not paid, then the Policy (along with the CI Benefit) will be, immediately & automatically, converted to a paid-up Policy (and paid-up CI Benefit) at the expiry of the Grace Period.

The paid-up benefit structure is as follows:

Options	Benefit
Paid up Death Benefit & Paid-up Optional Cover:	<p>(a) The Sum Assured, Sum Assured on Death and CI Sum Assured, as applicable, will be converted to Paid-up Sum Assured, Paid-up Sum Assured on Death and Paid-up CI Sum Assured respectively.</p> <p>(b) The Death Benefit paid under a paid-up Policy will be subject to a minimum of 105% of Total Premiums paid.</p> <p>(c) In the CI Benefit, CI Sum Assured or the remaining amount of CI Sum Assured will be converted to Paid-up CI Sum Assured, per PUSA1 or PUSA2 calculation, as applicable. If this PUSA1 (as calculated) is less than or equal to zero, then, this CIB will, immediately & automatically, terminate and no paid-up benefit [as per Section 6(b)ii) above] will be available under the CIB.</p>
Paid up Maturity Benefit:	<p>(a) If ROP has been opted and/or CI Benefit, the Maturity Benefit will be converted to Paid-up Maturity Benefit and/or Paid-up CI Maturity Benefit, respectively.</p> <p>(b) The Policy (including the CI Benefit) will terminate on payment of this benefit.</p>

7. Revival

If the Policy is lapsed due to non-payment of due Premium after the Grace Period, the Policy can be revived by the Policyholder, subject to the conditions mentioned below:

- a. The written application for revival is received within the Revival Period.
- b. The arrears of Regular Premiums together with interest, at such rate as the Company may decide from time to time along with applicable taxes are paid. The current applicable revival interest is 10.0% p.a. compounded half- yearly#.
- c. The Policyholder, at his/her own expense, agrees to undergo medical examination and furnishes evidence of continuity of insurability.
- d. The revival of the Policy may be on terms different from those applicable to the Policy before it lapsed, based on the prevailing Board approved underwriting policy of the Company. The Company may refuse to revive the Policy, based on the prevailing Board approved underwriting policy of the Company, and refund the amount deposited for the purposes of revival of the Policy.
- e. The revival will take effect only on it being specifically communicated by the Company to the Policyholder.
- f. On revival, the Sum Assured, Sum Assured on Death, CI Sum Assured, CI Maturity Benefit and Maturity Benefit, as applicable, under the Policy which prevailed before the date of latest lapse/paid-up will be reinstated.

#The revival interest rate will be benchmarked to the G-Sec based on the information from Financial Benchmark India Private Ltd (FBIL). It will be equal to [10-year G-Sec yield PLUS 2%] rounded-up to the next full interest rate. The revival interest rate will be reviewed on an annual basis. Any change in bases used for determination of applicable interest rate will be subject to prior approval of IRDAI.

8. Foreclosure

Foreclosure is not applicable under the Policy.

9. Surrender Value

- a. Surrender Value is payable under the Policy, only if ROP has been opted in the Policy, and/or if the PPT is less than the PT.
- b. Under Pure Risk Cover option and where PPT is

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

less than PT, no Surrender Value shall be available during the PPT. Surrender Value shall only be available after the PPT. Under Pure Risk Cover option where PPT is equal to PT, no Surrender Value shall be available.

- c. If PPT is less than the Policy Term, Surrender Value will be available under the Policy, if the Policy has acquired paid-up value as mentioned in Section 6b) above.
- d. The Policy or the CI Benefit, independently, cannot be surrendered. The entire Policy only can be surrendered.
- e. If the PPT is less than the Policy Term in the Policy and if ROP has not been taken in the Policy, then, the Surrender Value payable shall be as below:
 - i. During the PPT – No Surrender Value shall be payable
 - ii. After the PPT, the Surrender Value payable shall be higher of GSV or SSV as below
 1. The Guaranteed Surrender Value is: $GSV \text{ Factor} * \text{Total Premium paid till date}$
 2. The Special Surrender Value is: $SSV \text{ Factor} * \text{Total Premium paid till date}$
- f. If the PPT is less than or equal to the Policy Term in the Policy and if ROP has been opted in the Policy, then, the Surrender Value payable shall be higher of GSV or SSV as below.
 - i. The Guaranteed Surrender Value is: $GSV \text{ Factor} * \text{Total Premium paid till date}$
 - ii. The proposed Special Surrender Value is: $SSV \text{ Factor} * \text{Total Premium paid till date}$
- g. The GSV and SSV factors are provided on the company's website.
- h. The Company shall have the right to revise the SSV Factors [in Sub-Section e) and f) above] from time to time, subject to the prior approval of the IRDAI.
- i. If the Policy does not have a Surrender Value but the CI Benefit has, then, on surrender, the Policy will terminate, immediately and automatically, by paying the available Surrender Value in the CI Benefit.

10. Flexibilities

a. Alteration of Premium Payment Frequency

The Premium Payment Frequency may be changed at any Policy Anniversary during the Policy Term, subject to availability then of the Premium Payment Frequency and minimum Premium allowed under the Policy, as on the date of change.

Quarterly and Monthly Premium Payment Frequencies are only allowed under auto-debit process (auto-debit process as allowed by RBI to financial institutions).

b. Health Management Services

Provided the Policy is in-force and all due Regular Premiums are paid up-to-date, the Policyholder will have the option to take Health Management Services such as medical second opinion, medical case management, medical consultation, etc. from

the service providers registered with the Company. These wellness services can help the Life Assured to get correct diagnosis of a medical condition and to procure appropriate illness care.

These services are available subject to:

- i. The availability of the particular service with the service providers at the time of option.
- ii. First diagnosis and medical opinion have already been obtained from a competent medical practitioner
- iii. All the supporting medical records (as required by the service provider) are available to avail of the service.

It is noted and agreed by the Policyholder that:

- i. These services are optional services offered at no additional cost to the Life Assured. The Policyholder/Life Assured shall exercise his own discretion:
- ii. To avail the services and/or
To follow the course of treatment suggested by the service provider.
- iii. These services shall be directly provided by the service providers with no participation of the Company.
- iv. The services are being provided by third-party service provider/s, and the Company shall not be liable for any liability.
- v. The Company can choose to commence/discontinue the service/s or change the service provider/s at any time.
- vi. The Company will communicate to the Policyholder and inform the IRDAI if & when the Health Management Services feature is discontinued/changed in the plan

c. Policy Loans

Policy loan is not available under the Policy

PART E

CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc Not Applicable

PART F

11. Exclusions

a. Suicide Exclusions

In case of death of Life Assured due to suicide within twelve (12) months from the Date of Commencement of Risk or the date of latest revival of the policy, whichever is later, then the Claimant shall be entitled to receive, the higher of 80% of the Total Premiums paid till the date of death of the Life Assured or the Surrender Value available as on the date of death of the Life Assured will be paid as Death Benefit, provided the Policy is in force.

b. Other Exclusions

There are no other exclusions with respect to Death Benefit.

The other exclusions under the Policy with respect to CI Benefit are as given in Annexure K which form

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

part of this Policy Document.

12. Termination Conditions

- a. The risk cover under the Policy shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
 - i. On the date of death of the Life Assured
 - ii. On the Maturity Date of the Policy
 - iii. On the date of lapse [as per Section 6a) & Section 6b)i) above].
- b. The risk cover under the CI Benefit shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
 - i. On payment of the full CI Sum Assured
 - ii. On the cessation of CI Cover Term
- c. This Policy shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
 - i. On the expiry of the Revival Period for lapsed policies [as per Section 6a) & Section 6b)i) above].
 - ii. On the payment of Death Benefit.
 - iii. On the payment of Maturity Benefit
 - iv. On payment of the refund on Free look cancellation (as per Section 5 above)
 - v. On payment of Surrender Value.

13. Age Proof

- a. The Regular Premium payable under the Policy is calculated on the basis of the Life Assured's Age and gender as declared in the Proposal Form. If the Life Assured's Age has not been admitted by the Company, the Policyholder shall furnish such proof of the Life Assured's Age as is acceptable to the Company and have the Age admitted.
- b. If the Age so admitted (the "correct Age") is found to be different from the Age declared in the Proposal Form, then, without prejudice to the Company's other rights and remedies including those under the Insurance Act 1938, the following actions shall be taken:
 - i. If the correct Age is such as would have made the Life Assured uninsurable under this Policy, the plan of assurance shall stand altered to such plan of assurance as is generally granted by the Company for the Life Assured's correct Age, which will be subject to the terms and conditions as are applicable to that plan of assurance. If it is not possible to grant any other plan of assurance, the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising of all the Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses

incurred by the Company on medical examination and stamp duty expense.

- ii. If the Life Assured's correct Age is higher than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured and the accumulated difference between the corrected Regular Premium and the original Regular Premium from the Policy Commencement Date up to the date of such alteration shall be collected from the Policyholder. If the Policyholder disagrees to pay the same, the Policy will be terminated with immediate effect by the Company and the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising of all the Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
- iii. If the Life Assured's correct Age is lower than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured from the next due date of Regular Premium. The Company shall refund the excess premium received (which is the total of the difference between the original Regular Premium and the corrected Regular Premium from the Policy Commencement Date up to the date of such alteration).

14. Assignment

Assignment shall be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time. *[A Leaflet containing the simplified version of the provisions of section 38 is enclosed in Annexure AA (as given by IRDAI) for reference]*

15. Nomination

Nomination shall be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time. *[A Leaflet containing the simplified version of the provisions of section 39 is enclosed in Annexure BB (as given by IRDAI) for reference]*

16. Fraud, Misrepresentation and forfeiture

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of section 45 of the Insurance Act, 1938, as amended from time to time. *[A Leaflet containing the simplified version of the provisions of section 45 is enclosed in Annexure CC (as given by IRDAI) for reference]*

17. Notices

Any notice, direction or instruction under this Policy

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

which may be in writing or in any kind of electronic/ digital format and if it is to:

- a. The Policyholder or the Life Assured:
 - i. Shall be sent either by hand, post, courier, facsimile, Short Messaging Service (SMS), Voice call, e-mail or through any other digital/ electronic media to the Policyholder or Life Assured to the address or communication/correspondence details specified by the Policyholder in the Proposal Form or as per subsequent most recent change of address and/or communication/correspondence details intimation submitted by him to the Company.
 - ii. The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder due to any reason, there shall not be any obligation upon the Company to make any attempt again towards dispatch of the notice which was returned undelivered.
- b. The Company, shall be submitted by hand, post, facsimile or e-mail to the corporate office or any branch office of the Company.

Corporate office:

Bajaj Allianz Life Insurance Company,
Bajaj Allianz House, Airport Road, Yerawada, Pune - 411006

Toll Free No. 18002097272

Email: customercare@bajajallianz.co.in

The Policyholder must ensure that he/she keeps the Company informed if there is a change of address and contact details. This will enable the Policyholder to receive regular updates, and communication from time to time and facilitate efficient and timely payouts by the Company of the benefits under this Policy.

18. Electronic Transactions

Subject to Section 17) above, the Policyholder agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time with regard to all transactions and hereby agrees and confirms that all transactions (other than those requiring a written notice or communication under this Policy) effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

19. Currency

All amounts payable either to or by the Company shall be payable in India and in Indian Currency.

20. Waiver

Failure or neglect by either party to enforce at any time the provisions of this Policy shall not be construed or be deemed to be a waiver of either party's right herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice either party's right to take subsequent action.

21. Modifications

This Policy Document constitutes the complete contract of insurance. This Policy Document cannot be changed or varied except by an Endorsement to the Policy, in writing and signed by an officer of the Company authorized for the purpose.

22. Payment of claim

The Company shall be under no obligation to make any payment under Section 4a i) to v) above with respect to Death Benefit unless and until the Company has received from the Claimant (at no expense to the Company) any information and documentation it requests, including but not limited to:

- i. Written notice as soon as possible and in any event preferably within 180 days of the death/ CI of the Life Assured, and the circumstances resulting to the death/ CI of the Life Assured.
- ii. The claimant's proof of entitlement to receive payment under the Policy.
- iii. Original Policy Document.
- iv. Original death certificate of the Life Assured issued by a competent authority.
- v. Medical cause of death certificate from the doctor who last attended to the Life Assured or from the hospital in which the death occurred.
- vi. If the death is due to unnatural causes; a copy of First Information Report (FIR) and Post Mortem Report (PMR). Post Mortem Report is mandatory for claiming the death benefit due to an Accident under the Policy.
- vii. Any other document as asked for by the Company depending on the facts and circumstances of each case.

The Company shall be under no obligation to make any payment under Section 4avii) above with respect to Maturity Benefit unless and until the Company has received from the Claimant any information and documentation it requests, including but not limited to:

- i. The Claimant's proof of entitlement to receive payment under the Policy.
- ii. Original Policy Document.
- iii. Any other document as asked for by the Company depending on the facts and circumstances of each case.
- iv. Without Prejudice to the right of the Company to insist for any of the documents as mentioned herein

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

above to examine the admissibility of claim for the benefits under the policy of insurance, the Company may at its sole discretion, consider claims where the claimant is unable to submit required documents.

The Company shall consider delayed claims on merits on satisfaction that the reasons for delay were on account of facts beyond the control of Claimant.

23. Loss of Policy Document

- a. If the Policy Document is lost or destroyed, then subject to Sub-Section c) below, at the request of the Policyholder, the Company, if satisfied that the Policy Document has been lost or destroyed, will issue a copy of the Policy Document duly Endorsed to show that it is issued following the loss or destruction of the original document. The Company will charge a fee for the issuance of a copy of the Policy Document. Currently, for issuance of duplicate Policy Document, a fee of Rs. 100 plus a Stamp Duty fee (as applicable for the applicable State/Union-Territory) is being charged.
- b. Upon the issue of a copy of the Policy Document, the original Policy Document will cease to have any legal effect.
- c. The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder, as it considers necessary before issuing a copy of the Policy Document.
- d. It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.

24. Grievance Redressal

In case the Policyholder have any query or complaint/grievance, you may contact the Grievance Officer of any nearest Customer Care Centre at Branch Office of the Company during the Company's office hours from 9 am to 6 pm. Alternatively, you may communicate with the Company:

By post at: Customer Care Desk,
Bajaj Allianz Life Insurance Company Ltd.,
Bajaj Allianz House, Airport Road, Yerawada,
Pune - 411006
By Phone at: Toll Free No. 1800 209 7272
By Email: customercare@bajajallianz.co.in

In case the Policyholder are not satisfied with the resolution provided to him by the above office, or have not received any response within 15 days, or he has any suggestion in respect of this Policy or on the functioning of the office, he may contact the following official for resolution:

Grievance Redressal Officer,
Bajaj Allianz Life Insurance Company Ltd.

Bajaj Allianz Life Insurance Co. Ltd.

Bajaj Allianz House, 5th floor, Airport Road Yerawada,
Pune, District – Pune, Maharashtra -411006
Tel. No: 1800- 209- 7272
Email ID: gro@bajajallianz.co.in

If the Policyholder is not satisfied with the response or does not receive a response from the Company within fifteen (15) days, he may approach the IRDAI Grievance Cell Centre (IGCC) on the following contact details:

By Phone: TOLL FREE NO: 155255, 1800-4254-732

By Email: complaints@irdai.gov.in

By post at: Policyholder's Protection & Grievance Redressal Department – Grievance Redressal Cell
Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500 032

The Policyholder can also register his complaint in the Bima Bharosa Shikayat Nivaran Kendra; <https://bimabharosa.irdai.gov.in>

25. Ombudsman

- a. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to any of the following:
 - i. Delay in settlement of claim
 - ii. Any partial or total repudiation of claims
 - iii. Disputes over premium paid or payable in terms of insurance policy
 - iv. Misrepresentation of policy terms and conditions
 - v. Legal construction of insurance policies in so far as the dispute relates to claim
 - vi. Policy servicing related grievances against insurers and their agents and intermediaries
 - vii. Issuance of Life insurance policy, which is not in conformity with the proposal form submitted by the proposer
 - viii. Non-issuance of insurance policy after receipt of premium

Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy, in so far as they relate to issues mentioned at Sub-Section (i) to (vi) above.

- b. The address of the Insurance Ombudsman is provided as Address and Contact details of Ombudsman Centers attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at <https://www.irdai.gov.in/>
Please refer to the Ombudsman website at <http://www.coins.co.in/ombudsman.html>
- c. The complaint should be made in writing and duly signed by the complainant or by his legal heirs, nominee or assignee with full details of the complaint with supporting documents, name and address of the complainant, and the name of the branch or of-

Policy Document Ver. 1 (052024)

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

IRDAI Reg. No.: 116| BALIC CIN: U66010P-
N2001PLC015959

file of the insurer against whom the complaint is made

- d. Also please note that as per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made
- i. Only if the grievance has been rejected by the grievance redressal mechanism of the Company or no reply is received within a period of one month from the date of receipt of the grievance by the insurer or the Complainant is not satisfied with the response of the insurer.
- ii. The complaint should be filed within a period of one year from the date of receipt of order of rejection or decision by the Company or expiry of one month from the date of sending the written representation to insurer.

Where the subject matter of complaint should not be such where proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

26. Governing Law

Any and all disputes arising out of and under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.

27. Taxation

Payment of taxes, including GST, as applicable, shall be the responsibility of the Policyholder. The Policyholder agrees to pay or allows the Company to deduct/charge from any of the benefits payable or premium received under this Policy, a sum on account of any tax or other payment which may be imposed by any legislation, order, regulation or otherwise, upon the Company, Policyholder or any other beneficiary, which in the opinion of the Company is necessary and appropriate.

THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE PRESERVED SAFELY. PLEASE CHECK THE POLICY DOCUMENT UPON RECEIPT, AND IF ANY MISTAKE OR ERROR IS FOUND, THE SAME BE INFORMED IMMEDIATELY TO BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED

All communications in relation to this Policy shall be addressed to.

Bajaj Allianz Life Insurance Company Ltd.,

Dated at _____ this ____ Day of _____ 201__

For and on behalf of Bajaj Allianz Life Insurance Company Limited

Authorised Signatory

Bajaj Allianz Life Insurance Company Limited

Bajaj Allianz House, Airport Road, Yerawada, Pune - 411 006

Annexure K
Critical Illness Benefit – Definitions and Exclusions

I) Definitions:

Minor CI Conditions:

1. Percutaneous Heart Valve Repair

The actual undergoing of percutaneous intravascular Valvotomy or percutaneous intravascular Valvuloplasty not involving the deployment of any device or prosthesis necessitated by damage of the heart valve as confirmed by a specialist in the relevant field and established by a cardiac echocardiogram.

All other surgical corrective methods will be excluded from this benefit.

The following are specifically excluded:

- Chronic constrictive pericarditis related to alcohol or drug abuse
- Acute pericarditis due to any reason
- Other procedures on the pericardium including pericardial biopsies, and pericardial drainage procedures by needle aspiration.

2. Angioplasty

Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.

The benefit payout for Angioplasty claim is capped at lower of INR 5 lakhs and 25% of CI SA.

3. Minimally Invasive Surgery of Aorta

The actual undergoing of surgery via minimally invasive or intra-arterial techniques to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta, as evidenced by a cardiac echocardiogram and confirmed by a specialist in the relevant field. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches

4. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- a) Positive result of the blood culture proving presence of the infectious organism(s);
- b) Presence of at least moderate heart valve incompetence (meaning regurgitant fraction of 20% or above) or moderate heart valve stenosis (resulting in heart valve area of 30% or less of normal value) attributable to Infective Endocarditis; and
- c) The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a Registered Medical Practitioner who is a cardiologist

5. Carotid Artery Surgery

Angioplasty or Endarterectomy for Carotid Arteries shall mean the treatment of stenosis of 50% or above, as proven by angiographic evidence of one (1) or more of carotid arteries. Both (a) and (b) below must be met:

- a) Either:
 - i) Actual undergoing of endarterectomy to alleviate the symptoms; or
 - ii) Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and
- b) The Diagnosis and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

6. Early Cancer (including Carcinoma in-situ)

The diagnosis of any of the listed below conditions must be established by histological evidence and be confirmed by an independent Medical Practitioner who is an Oncologist.

- Carcinoma in-situ: Carcinoma-in-situ means the presence of malignant cancer cells that remain within the cell group from which they arose. It must involve the full thickness of the epithelium but does not cross basement membranes and it does not invade the surrounding tissue or organ. The diagnosis of which must be positively established by microscopic examination of fixed tissues.
- Prostate Cancer – early stage: Early Prostate Cancer that is histologically described using the TNM classification as T1N0M0

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

- Thyroid Cancer – early stage: All thyroid cancers that are less than 2.0 cm and histologically classified as T1N0M0 according to TNM classification.
- Bladder Cancer – early stage: All tumors of the urinary bladder histologically classified as T1N0M0 according to TNM classification.
- Chronic Lymphocytic Leukaemia – early stage: Chronic Lymphocytic Leukaemia categorized as stage 1 (one) to 2 (two) as per the Rai classification.

The following are specifically excluded from all early cancer benefits:

- o All tumors which are histologically described as benign, borderline malignant, or low malignant potential
- o Dysplasia, intra-epithelial neoplasia or squamous intra-epithelial lesions
- o Carcinoma in-situ of skin and Melanoma in-situ
- o Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond
- o Malignant melanoma that has not caused invasion beyond the epidermis.

7. Guillain Barre Syndrome

Guillain-Barre syndrome is an acute, inflammatory, post-infectious polyneuropathy resulting in progressive and ascending paralysis. The diagnosis must be confirmed by a Neurologist, have been treated with plasma exchange or intravenous immunoglobulin, and must be of a severity to have documented evidence of persistent neurological symptoms lasting for a period of at least six months from the time of diagnosis.

8. Nephrectomy

The complete surgical removal of one kidney necessitated by any illness or accident of the Life Assured. The need for the surgical removal of the kidney must be certified to be absolutely necessary by a specialist in the relevant field. Donation is excluded

9. Chronic Primary Sclerosing Cholangitis

This benefit is payable for chronic primary sclerosing cholangitis confirmed on cholangiogram imaging confirming progressive obliteration of the bile ducts. The diagnosis must be made by a gastroenterologist and the condition must have progressed to the point where there is permanent jaundice. The benefit is payable only where there is a need immunosuppressive treatment, drug therapy for intractable pruritis or if biliary tract obliteration has required balloon dilation or stenting of the bile ducts. Biliary tract sclerosis or obstruction as a consequence of biliary surgery, gall stone disease, infection, inflammatory bowel disease or other secondary precipitants is excluded.

10. Secondary Pulmonary Hypertension

Secondary pulmonary hypertension with established right ventricular hypertrophy leading to the presence of permanent physical impairment of at least Class III of the New York Heart Association (NYHA) Classification of Cardiac Impairment.

The Diagnosis must be established by cardiac catheterisation by a specialist in the relevant field.

11. Ulcerative Colitis

Ulcerative colitis refers to chronic pan colitis with inflammation involving the entire colon which has been unequivocally diagnosed as ulcerative colitis on the basis of endoscopic appearances and biopsy proof. The diagnosis must be confirmed by a specialist gastroenterologist & there must be a requirement for ongoing systemic immunosuppression therapy or immuno-modulatory therapy for a period of at least 6 months supervised by the specialist in gastroenterology. Other forms of inflammatory colitis are specifically excluded. Ulcerative colitis confined to the rectum is specifically excluded.

12. Pericardectomy

The undergoing of a pericardectomy as a result of pericardial disease. The surgical procedure must be certified to be absolutely necessary by a specialist in the relevant field.

The following are specifically excluded:

- o Chronic constrictive pericarditis related to alcohol or drug abuse
- o Acute pericarditis due to any reason
- o Other procedures on the pericardium including pericardial biopsies, and pericardial drainage procedures by needle

13. Implantable Cardioverter Defibrillator

Insertion of a permanent cardiac defibrillator as a result of cardiac arrhythmia which cannot be treated via any other method. The surgical procedure must be certified to be absolutely necessary by a specialist in the relevant field. Documentary evidence of ventricular tachycardia or fibrillation must be provided.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

14. Acute Necrohemorrhagic Pancreatitis

Acute inflammation and necrosis of pancreas parenchyma, focal enzyme necrosis of pancreatic fat and haemorrhage due to blood vessel necrosis, where all of the following criteria are met:

- The necessary treatment is surgical clearance of necrotic tissue or pancreatectomy; and
- The diagnosis is based on histopathological features and confirmed by a Specialist in gastroenterology.

Pancreatitis caused directly or indirectly, wholly or partly, by alcohol or drug abuse is excluded

15. Endovascular treatment for Cerebral Aneurysm

Endovascular Treatment for Cerebral Aneurysm shall mean the actual undergoing of an endovascular intervention, such as endovascular embolization, endovascular coiling, angioplasty and/or stenting or the insertion of a flow diverter, to prevent rupture of a cerebral aneurysm or to alleviate the bleeding due to rupture of a cerebral aneurysm. The procedure must be considered Medically Necessary and performed by a Registered Medical Practitioner who is a specialist in the relevant field.

16. Insertion of cerebral shunt

The actual undergoing of surgical implantation of a shunt from the ventricles of the brain to relieve raised pressure in the cerebrospinal fluid. The need of a shunt must be certified to be absolutely necessary by a consultant neurologist.

17. Less Severe Lung Disease

Chronic Lung Disease shall mean the Diagnosis of interstitial fibrosis requiring at least intermittent oxygen therapy and showing consistent reduction in FEV₁ of one point two (1.2) litres or less under appropriate medication. Diagnosis, severity and test results must be confirmed by a Registered Medical Practitioner

18. Small Bowel Transplant

The receipt of a transplant of at least one metre of small bowel with its own blood supply via a laparotomy resulting from intestinal failure.

The undergoing of the transplant has to be confirmed by a specialist medical practitioner.

19. Cirrhosis of the Liver

Cirrhosis of the liver with a HAI-Knodell Scores of 6 and above as evident by liver biopsy. The diagnosis must be unequivocally confirmed by a specialist in the relevant field and based on the histological findings of the liver biopsy.

Liver disease secondary to the following are excluded: (i) Alcohol, (ii) Drug abuse, (iii) Hepatitis B virus, (iv) Hepatitis C virus

Major Conditions:

20. Cancer of Specified Severity

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

The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- 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;

21. Myocardial Infarction (First Heart Attack Of Specific Severity)

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

- A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- New characteristic electrocardiogram changes

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

- iii. Elevation of infarction specific enzymes, Troponins or other specific
- iv. biochemical markers.

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.

22. Open Chest CABG

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

The following are excluded: Angioplasty and/or any other intra-arterial procedures

23. Open Heart Replacement Or Repair Of Heart Valves

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

24. Coma Of Specified Severity

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

- 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.

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

25. Kidney Failure Requiring Regular Dialysis

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

26. Stroke Resulting In Permanent Symptoms

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

The following are excluded:

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

27. Major Organ /Bone Marrow Transplant

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, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

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

28. Permanent Paralysis Of Limbs

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

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

29. Motor Neuron Disease With Permanent Symptoms

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

30. Multiple Sclerosis With Persisting Symptoms

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.

Other causes of neurological damage such as SLE is excluded.

31. Benign Brain Tumor

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- 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.

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.

32. Blindness

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

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.

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

33. Deafness

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.

34. End Stage Lung Failure

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; and
- iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ($\text{PaO}_2 < 55\text{mmHg}$); and
- iv. Dyspnea at rest.

35. End Stage Liver Failure

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

- i. Permanent jaundice; and
- ii. Ascites; and
- iii. Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

36. Loss Of Speech

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

37. Loss Of Limbs

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

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

38. Major Head Trauma

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

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

The Activities of Daily Living are:

- 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.

The following are excluded: Spinal cord injury

39. Primary (Idiopathic) Pulmonary Hypertension

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

The NYHA Classification of Cardiac Impairment are as follows:

- 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.
- 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.

40. Third Degree Burns

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

41. Alzheimer's Disease

Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging. The diagnosis of Alzheimer's disease must be confirmed by an appropriate consultant and supported by the Company's appointed doctor. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following 5 "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

- 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. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - v. Feeding - the ability to feed oneself once food has been prepared and made available.
- alcohol related brain damage are excluded.

42. Aplastic Anaemia -

Aplastic Anemia is chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

less than 25% and there must be two of the following:

1. Absolute neutrophil count of less than $500/\text{mm}^3$
2. Platelets count less than $20,000/\text{mm}^3$
3. Reticulocyte count of less than $20,000/\text{mm}^3$

The insured must be receiving treatment for more than 3 consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents or the insured has received a bone marrow or cord blood stem cell transplant.

Temporary or reversible aplastic anaemia is excluded and not covered in this policy.

43. Medullary Cystic Disease

Medullary Cystic Disease where the following criteria are met:

- the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.
- Isolated or benign kidney cysts are specifically excluded from this benefit.

44. Parkinson's Disease

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- 1) The disease cannot be controlled with medication; and
- 2) There are objective signs of progressive deterioration; and
- 3) There is an inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following five (5) "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

- o 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;
- o Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- o Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- o Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- o Feeding - the ability to feed oneself once food has been prepared and made available.
- Drug-induced or toxic causes of Parkinsonism are excluded.

45. Systemic Lupus Erythematosus - with Lupus Nephritis

A multi-system, multifactorial, autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. In respect of your Policy, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final Diagnosis must be confirmed by a Physician specializing in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

Class I - Minimal Change Lupus Glomerulonephritis

Class II - Mesangial Lupus Glomerulonephritis

Class III - Focal Segmental Proliferative Lupus Glomerulonephritis

Class IV - Diffuse Proliferative Lupus Glomerulonephritis

- Class V - Membranous Lupus Glomerulonephritis

46. Apallic Syndrome

A vegetative state is absence of responsiveness and awareness due to dysfunction of the cerebral hemispheres, with the brain stem, controlling respiration and cardiac functions, remaining intact. The definite diagnosis must be evidenced by all of the following:

- Complete unawareness of the self and the environment
- Inability to communicate with others
- No evidence of sustained or reproducible behavioural responses to external stimuli
- Preserved brain stem functions
- Exclusion of other treatable neurological disorders with appropriate neurophysiological or neuropsychological tests or imaging procedures

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

47. Major Surgery of the Aorta

The undergoing of major surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta through surgical opening of the chest or abdomen. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers–Danlos syndrome)
- Surgery following traumatic injury to the aorta

Surgery performed using only minimally invasive or intra-arterial techniques

48. Fulminant Viral Hepatitis - resulting in acute liver failure

A definite diagnosis of fulminant viral hepatitis evidenced by all of the following:

- Typical serological course of acute viral hepatitis
- Development of hepatic encephalopathy
- Decrease in liver size
- Increase in bilirubin levels
- Coagulopathy with an international normalized ratio (INR) greater than 1.5
- Development of liver failure within 7 days of onset of symptoms
- No known history of liver disease

The diagnosis must be confirmed by a Consultant Gastroenterologist.

For the above definition, the following are not covered:

- All other non-viral causes of acute liver failure (including paracetamol or aflatoxin intoxication)
- Fulminant viral hepatitis associated with intravenous drug use

49. Primary Cardiomyopathy

The unequivocal Diagnosis of Cardiomyopathy which have resulted in the presence of permanent physical impairments of at least Class IV of the New York Heart Association (NYHA) classification of Cardiac Impairment.

The Diagnosis must be confirmed by a consultant cardiologist.

Cardiomyopathy that is directly related to alcohol or drug misuse is excluded.

The NYHA Classification of Cardiac Impairment:

Class I: No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.

Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.

Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

50. Muscular Dystrophy - resulting in permanent loss of physical abilities

Diagnosis of muscular dystrophy by a Registered Medical Practitioner who is a neurologist based on at least three (3) out of four (4) of the following conditions:

- i. Family history of other affected individuals;
- ii. Clinical presentation including absence of sensory disturbance, normal cerebro- spinal fluid and mild tendon reflex reduction;
- iii. Characteristic electromyogram; or
- iv. Clinical suspicion confirmed by muscle biopsy.

The disease must also result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.

Activities of Daily Living are:

- Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again

51. Poliomyelitis - resulting in paralysis

A definite diagnosis of acute poliovirus infection resulting in paralysis of the limb muscles or respiratory muscles. The paralysis must be medically documented for at least 3 months from the date of diagnosis.

The diagnosis must be confirmed by a Consultant Neurologist and supported by laboratory tests proving the presence of the poliovirus.

For the above definition, the following are not covered:

- Poliovirus infections without paralysis
- Other enterovirus infections
- Guillain-Barré syndrome or transverse myelitis

52. Sporadic Creutzfeldt-Jakob Disease (sCJD)

The occurrence of Creutzfeldt-Jacob Disease or Variant Creutzfeldt-Jacob Disease where there is an associated neurological deficit, which is solely responsible for a permanent inability to perform at least three (3) of the following six (6) "Activities of Daily Living".

Activities of Daily Living:

- (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

- Disease caused by human growth hormone treatment is excluded.

53. Chronic Recurring Pancreatitis

The unequivocal diagnosis of recurrent inflammation of the pancreas, involving more than three attacks of pancreatitis within two years and progressing to a stage of pancreatic insufficiency, calcification and cysts. The pancreatic insufficiency must be documented by the presence of weight loss, symptoms of malabsorption, diarrhea, steatorrhea as well as the need of replacement pancreatic digestive enzymes. The diagnosis must be made by a gastroenterologist and confirmed by Endoscopic Retrograde Cholangio Pancreatography (ERCP).

For the above definition, the following are not covered:

- Chronic pancreatitis due to alcohol or drug use
- Acute pancreatitis

54. Bacterial Meningitis - resulting in persistent symptoms

A definite diagnosis of bacterial meningitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.

For the above definition, the following are not covered: Aseptic, viral, parasitic or non-infectious meningitis

55. Chronic Adrenocortical Insufficiency (Addison's Disease)

Chronic autoimmune adrenal insufficiency is an autoimmune disorder causing gradual destruction of the adrenal gland resulting in inadequate secretion of steroid hormones. A definite diagnosis of chronic autoimmune adrenal insufficiency which must be confirmed by a Consultant Endocrinologist and supported by all of the following:

- There is raised of blood ACTH greater than 50 pg/ml
- There is evidence of no response of raised aldosterone (serum cortisone) with ACTH test.
- There is a need for life long glucocorticoid and mineral corticoid replacement therapy.

For the above definition, the following are not covered: Secondary, tertiary and congenital adrenal insufficiency
Adrenal insufficiency due to non-autoimmune causes (such as bleeding, infections, tumours, granulomatous disease or surgical removal)

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

Waiting Period for all stages

- For Insured Minor/Major CI conditions: A waiting period of 180 days is applicable from the date of issue of policy or date of revival or reinstatement which is later.
- No benefit will be payable if there is diagnosis of any stage of CI or any signs or symptoms related to any stage of CI occurs within the waiting period as applicable from either the date of issue of the policy or date of revival whichever is later.

Survival Period for all stages

Any valid claim is payable subject to fulfilling all of the below criteria:

- 14 days survival period from the date of diagnosis of any insured CI condition, unless a separate Survival Period is specified for any particular disease/condition.
- Signs and symptoms relevant to the claimed CI condition should have been present and documented before death.
- All investigations to confirm the diagnosis of claimed CI condition should have been done before the death of the insured.
- Survival Period is not applicable for Accidental benefit except for disability (other than physical severance) where it should have persisted for at least 180 days uninterrupted as per the definition.

Cooling-Off Period

Up to 4 (four) different minor CI conditions can be claimed over the term of the policy subject to cooling-off period.

Cooling-off period is defined as consecutive period of 180 days starting from the date of diagnosis of one minor stage CI condition to the date of diagnosis of subsequent minor stage CI condition.

Cooling-off period will not apply in case of diagnosis of any major stage condition claim following a minor stage condition claim.

Benefit Payout for CI Conditions:

Minor CI:

Minor Conditions (other than Angioplasty) will be capped at minimum of 25% of CI SA.

Angioplasty SA will be capped at minimum of 25% of CI SA or INR 5 lacs, whichever is lower.

Major CI:

CI SA will be capped at 100% of Base Mortality SA or INR 1 cr whichever is lower. Minor CI condition benefits payout if any will accelerate the CI SA.

Medical Practitioner:

A medical practitioner is a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. This would mean a practitioner treating the Life Insured must be holding a degree equivalent to MD or MS in the relevant field to certify the medical condition.

The Medical practitioner should not be

- the policyholder/insured person himself/herself; or
- an authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or
- employed by or under contractual engagement with the insurance company;
- related to the policyholder/insured person by blood or marriage.

II) Exclusion

Critical Illness:

The Critical Illness benefit shall not be paid in the event of any claim occurring directly or indirectly as a result of any of the following:

- a. If the diagnosis of such Critical Illness was made within 180 days of the start of coverage (i.e. during the waiting period). This would not be applicable on consecutive renewal of the Critical Illness cover for the member with the company;
- b. If the insured dies within the survival period as per definition from date of the diagnosis of the covered CI;
- c. Intentional self-inflicted injury, suicide or attempted suicide;
- d. For any medical conditions suffered by the life assured or any medical procedure undergone by the life assured, if that medical condition or that medical procedure was caused directly or indirectly by influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescriptions of a registered medical practitioner.

Bajaj Allianz Life Smart Protection Goal

A Non-Linked, Non-Participating, Individual Life Insurance Term Plan

UIN: 116N174V04

- e. Engaging in or taking part in hazardous activities*, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not;
- f. Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not;
- g. Participation by the insured person in a criminal or unlawful act with criminal intent;
- h. For any medical condition or any medical procedure arising from nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;
- i. For any medical condition or any medical procedure arising either as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, terrorism, military or usurped power, riot or civil commotion, strikes or participation in any naval, military or air force operation during peace time;
- j. For any medical condition or any medical procedure arising from participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger and aviation industry employee like pilot or cabin crew of a recognized airline on regular routes and on a scheduled timetable.
- k. Any External Congenital Anomaly which is not as a consequence of Genetic disorder
- l. Failure to follow medical advice

Address & Contact Details of Ombudsmen Centres

In case you have any grievance, you may approach the Company Grievance Cell. In case you are not satisfied with the decision/resolution of the Company or if your complaint is not resolved/ not satisfied/not responded for 30 days, you may approach the Office of Insurance Ombudsman, in line with the details provided hereinabove in the policy document, at the addresses given below:

1	AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU	Insurance Ombudsman, 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@cioins.co.in	Karnataka.
3	BHOPAL	Insurance Ombudsman, 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 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
4	BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596461 / 455 Email : bimalokpal.bhubaneswar@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
5	CHANDIGARH	Insurance Ombudsman, 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 / 468 Email: bimalokpal.chandigarh@cioins.co.in	Odisha
6	CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668 / 5284 Email bimalokpal.chennai@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
7	NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
8	GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Panbazar Over bridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361-2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
9	HYDERABAD	Insurance Ombudsman, 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 Email: bimalokpal.hyderabad@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
10	JAIPUR	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
11	ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochín Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
12	KOLKATA	Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata – 700 072. Tel: 033- 22124339/(40) Email: bimalokpal.kolkata@cioins.co.in	Rajasthan
13	LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001. Tel : 0522 -2231331/30 Email: bimalokpal.lucknow@cioins.co.in	Kerala, Lakshadweep, Mahe – a part of UT of Puducherry
14	MUMBAI	Insurance Ombudsman, 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 Email: bimalokpal.mumbai@cioins.co.in	West Bengal, Andaman & Nicobar Islands, Sikkim
15	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.: 0120-2514252/53 Email: bimalokpal.noida@cioins.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, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Mahara-jgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
16	PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
17	PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

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Annexure AA

Section 38 of Insurance Act, 1938 – 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 Insurance Laws (Amendment) Act dated 20.03.2015. 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 Company.
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 the Company 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 authorized agents have been delivered to the Company.
6. Fee to be paid for assignment or transfer can be specified by the IRDAI 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 Company of duly receiving the notice.
8. If the Company maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
9. The Company 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 bona-fide or (b) not in the interest of the Policyholder / Life Assured or (c) not in public interest or (d) is for the purpose of trading of the Policy.
10. Before refusing to act upon Endorsement, the Company 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 Company, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Company.
12. The priority of claims of persons interested in the Policy would depend on the date on which the notices of assignment or transfer is delivered to the Company; 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 IRDAI.
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 Life Assured OR
 - ii. the Life Assured surviving the Policy TermSuch 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 Company 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 the Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act dated 20.03.2015 shall not be affected by this section.

[Disclaimer: Section 38 of the Insurance Act, 1938 as amended from time to time shall be applicable. Policy Holders are advised to refer to Original text of Section 38 as amended from time to time for complete and accurate details.]

Annexure BB

Section 39 of the Insurance Act, 1938 – 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 dated 20.03.2015. The extant provisions in this regard are as follows:

1. The Policyholder of a life insurance Policy 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 Company.
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 Company and can be registered by the Company 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 Company for the Company to be liable to such Nominee. Otherwise, Company will not be liable if a bona-fide payment is made to the person named in the text of the Policy or in the registered records of the Company.
7. Fee to be paid to the Company for registering change or cancellation of a nomination can be specified by the IRDAI through Regulations.
8. On receipt of notice with fee, the Company 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 of Insurance Act, 1938, shall automatically cancel the nomination except in case of assignment to the Company 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 Company'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/her (a) parents or (b) spouse or (c) children or (d) spouse and children or (e) any of them

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14. The Nominees are beneficially entitled to the amount payable by the Company 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.
15. 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(s) or holder of succession certificate of such Nominee(s).
16. 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) Act dated 20.03.2015.
17. 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.
18. The provisions of section 39 of the Insurance Act, 1938, 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 (Amendment) Act dated 20.03.2015, 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 of the Insurance Act, 1938. 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 of Insurance Act, 1938, will not apply.

[Disclaimer: Section 39 of the Insurance Act, 1938 as amended from time to time shall be applicable. Policy Holders are advised to refer to Original text of Section 39 as amended from time to time for complete and accurate details.]

Annexure CC

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 dated 20.03.2015 are as follows:

1. No Policy of life insurance shall be called in question on any ground whatsoever after expiry of three (3) years from (a) the Policy Commencement Date or (b) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Rider; whichever is later.
2. On the ground of fraud, a Policy of life insurance may be called in question within three (3) years from (a) the Policy Commencement Date or (b) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Rider; whichever is later.
3. For this, the Company should communicate in writing to the Company or legal representative or Nominee or assignees of Policyholder, as applicable, mentioning the ground and materials on which such decision is based.
4. Fraud means any of the following acts committed by Life Assured or Policyholder or by his agent, with the intent to deceive the Company or to induce the Company to issue the life insurance Policy:
 - a. The suggestion, as a fact of that which is not true and which the Life Assured or Policyholder does not believe to be true;
 - b. The active concealment of a fact by the Life Assured or Policyholder 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.
5. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the Life Assured or Policyholder or his agent keeping silence to speak or silence is in itself equivalent to speak.
6. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Life Assured or Policyholder / 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.
7. Life insurance Policy can be called in question within three (3) years on the ground that any statement of or suppression of a fact material to expectancy of life of the Life Assured or Policyholder was incorrectly made in the Proposal Form or other documents, basis which Policy was issued or revived or Rider issued. For this, the Company should communicate in writing to the Life Assured or Policyholder or legal representative or Nominee or assignees of Policyholder, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
8. In case repudiation is on ground of mis-statement and not on fraud, the premium(s) collected on Policy till the date of repudiation shall be paid to the Policyholder or legal representative or Nominee or assignees of Policyholder, within a period of 90 days from the date of repudiation.
9. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the Company. The onus is on Company to show that if the Company had been aware of the said fact, no life insurance Policy would have been issued to the Policyholder.
10. The Company 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 Assured. So, this Section will not be applicable for questioning Age or adjustment based on proof of Age submitted subsequently.

[Disclaimer: Section 45 of the Insurance Act, 1938 as amended from time to time shall be applicable. Policy Holders are advised to refer to Original text of Section 45 as amended from time to time for complete and accurate details.]