

Bajaj Allianz Life Insurance Company Limited
Bajaj Allianz Retire Rich
Non Participating Unit-Linked Plan Regular/ Single Premium
Part A
FORWARDING LETTER

Name of the Policyholder _____

Address _____

Dear

Sub: Issuance of the Policy under application for the life insurance towards pension plan dated _____.

We would like to thank you for investing your faith in us.

Please find enclosed herewith your Policy Document, a copy of the Proposal Form 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.

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

Within 15 days [thirty (30) days in case this Policy is issued under the provisions of IRDA Guidelines on Distance Marketing of Insurance Products] of the receipt of this Policy, you have the option to review the terms and conditions of the Policy and if you disagree to any of the terms & conditions, you have an option to return the Policy stating the reasons for your objections. You shall be entitled to a refund comprising the Premium Allocation Charge, plus Charges (excluding applicable taxes) levied by cancellation of Units plus Regular/Single Premium Fund Value and Top Up Premium Fund Value, if any, at the date of cancellation of Units less the a proportionate risk premium for the period on cover, 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.

Authorised Signatory

Head- Underwriting

FOR BAJAJ ALLIANZ LIFE INSURANCE COMPANY LTD.

Preamble

The Company has received a Proposal Form, declaration and the Single Premium/ 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 Premium as set out in the Schedule, if Regular Premium option is chosen, with all its parts (Policy Document and Endorsements if any) shall be subject to the terms and conditions as contained in this Policy.

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.

SCHEDULE

Name of the Policyholder

Address _____
Address _____
Address _____
Pin code _____

Gender		Date of Birth	
Age at Entry		Age	

Name of the Life Assured

Policy No.		Product Name	Bajaj Allianz Retire Rich
Unique Identification No:	116L126V02	Product Code	
Date of commencement of Policy		Date of Birth	
Date of Commencement of Risk		Age	<Admitted / Not Admitted>
Age	Years	Gender	
Policy Term / Deferment Period	Years	Sum Assured (Rs.)	Nil
Regular / Single Premium (₹)*		Minimum Death Benefit	105% of (Single Premium) / (sum of Regular Premiums) paid
Premium Paying Term	Years	Vesting Date	
Premium Payment Frequency		Vesting Benefit	Fund Value#
Due Date of Last Premium		Guaranteed Vesting Benefit	101% of (Single Premium) / (sum of Regular Premiums) paid
Due Dates of Premium			

* Excludes any applicable GST & cess..

Fund Value means Regular/ Single Premium Fund Value plus Top Up Premium Fund Value, if any, as on the Vesting Date

Details of the Nominee

Nominee(s) Name		Nominee(s) Age(s)	Years
Relationship to the Life Assured			
Appointee Name [in case the Nominee(s) is (are) a minor(s)]:			
Relationship to the Life Assured			

Sales Representative Details

Name		Code	
Address			
Phone Number		E-Mail Id	

REGULAR PREMIUM/ SINGLE PREMIUM PAYABLE FOR SELECTED PREMIUM PAYMENT FREQUENCY: ₹

In Words: RupeesOnly

Premium Allocation Rate (For Regular Premium due in)

Premium Payment due in Policy Year	Premium Allocation Rate
1	91.5%
2 to 5	94.3%
6+	100%

Premium Allocation Rate (For Single Premium due in)

Premium Payment due in Policy Year	Premium Allocation Rate
1	96%

All Top Up Premium has a Premium Allocation Rate of 98%.

Charges under the Policy

Policy Administration Charge

- Regular Premium option:** The Policy Administration Charge, deductible monthly from the 6th Policy Year till the end of the Policy Term, will be 1.7% p.a. of prevailing annualized premium subject to a max of ₹ 500 per month. The charge is applicable during and after the Premium Paying Term. No Policy Administration Charge will be deducted in the first five Policy Years.
- Single Premium option:** 0.8% p.a. (non-inflating) of the single premium for the first five years; 0.38% p.a. (Inflating @ 5%p.a on every policy anniversary) of the single premium from 6th policy year. The charges are subject to a max of ₹ 500 per month.

Policy Administration Charge shall be deducted at each monthly anniversary by cancellation of units at prevailing unit price

Guarantee Charge of 0.25% p.a. of the single/regular premium fund value and top up premium fund value, if any, which will be adjusted in the unit price.

For all other Charges under the Policy, please refer to the Charges section of the Policy Document.

GST and cess, other applicable taxes shall be levied on all charges applicable under the Policy.

To whom the Benefits are Payable:The Benefits are payable to the Policyholder or the Nominee(s) where a valid nomination has been registered by the Company (in accordance with section 39 of the Insurance Act 1938), or the executors, administrators or the legal representatives who should take out representation to the estate or to such persons as directed by the court of competent jurisdiction in India, limited at all times to the monies payable under this Policy.

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. 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. _____

Issued on

Authorised Signatory



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

"IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER"

Part B

DEFINITIONS & ABBREVIATIONS

This Policy is issued on the basis of the information given and the declarations made by the Policyholder in the Proposal Form, which is incorporated herein and forms the basis of this Policy. In the document, the singular includes the plural and references to the male include the female where the context so permits.

1. Definitions & Abbreviations:

The following terms shall have the meaning assigned to them as below.

- a) "Age" means age at last birthday.
- b) "Annual Premium" means the amount of Regular Premium payable by the Policyholder in a Policy Year. The Annual Premium will be based on the Regular Premium under the Policy.
- c) "Business Day" means the common working day of the corporate office of the Company.
- d) "Charges" means the charges applicable to this Policy as detailed in Section 19 and Section 20 below.
- e) "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 benefits under the Policy will be payable.
- f) "Company" refers to BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
- g) "Current Assets" includes cash balance, bank FDs and CDs, commercial papers, accrued investment income (not due and due but not received) and other receivables if any.
- h) "Current Liabilities and Provisions" includes any amount payable for the investments, the expenses for the brokerage and transaction cost, non-performing assets, Fund Management Charges and any other Charge as approved by the IRDA including any applicable GST and cess.
- i) "Date of Commencement of Policy" means the date of commencement of the Policy, as specified in the Schedule.
- j) "Date of Commencement of Risk" means the date specified in the Schedule (unless the Policyholder is informed otherwise by the Company) from which date the coverage of the Life Assured commences under the Policy.
- k) "Date of Discontinuance" means the date on which the Policy is converted to a Discontinued Life Policy at the expiry of the Grace Period in a Policy where the due Regular Premium has not been paid. The details are as given in Section 5 below.
- l) "Date of Surrender" means the date on which the Company receives the written communication from the Policyholder to surrender the Policy.
- m) "Death Benefit" has the meaning given in Section 6a) below.
- n) "Deferment Period" means the period between the Policy Commencement Date and the Vesting Date, as specified in the Schedule
- o) "Discontinuance" means the state of the Policy that could arise on account of non-payment of the Regular Premium due before the expiry of the Grace Period or surrender of the Policy during the first five (5) Policy Years.
- p) "Discontinuance Period" means the period of time between the Date of Discontinuance and the Revival Date when the policy is treated as a Discontinued Pension Policy.
- q) "Discontinued Pension Policy" means the Policy wherein the Policyholder has discontinued the payment of Regular Premium during the first five (5) Policy Years and as a result of that the Policy has been subject to the action as per Section 5a) below as well as the Policies surrendered during the first five (5) Policy Years..
- r) "Discontinued Pension Policy Fund" means a segregated Fund, constituted by the fund value of all the Discontinued Pension Policies as well as the Policies surrendered during the first five (5) Policy Years and is maintained by the Company, if any, in accordance with the IRDAI (Unit Linked Insurance Products) Regulation, 2019 and any subsequent modification made therein by the IRDAI. The investment objective of the Fund is, if any, as specified in the

IRDAI (Unit Linked Insurance Products) Regulation 2019 and any subsequent modification made therein by the IRDA and, currently, is as given in Section 6e) below.

- s) "Discontinuance Value" has the meaning given in Section 6d) below.
- t) "Fund" means separately identifiable segregated investment linked funds set up by the Company and specified in the Schedule of Investment Funds.
- u) "Goods and Service Tax" means applicable tax which is charged based on the type of policy communication address of the Policyholder as stated in the Schedule and amended from time to time. The rates charged may change subject to change in rate/state in address of the Policyholder as on date of adjustment.
- v) "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 Regular Premium payment.
- w) "GST" means Goods and Service Tax..
- x) "IRDAI" means the Insurance Regulatory and Development Authority of India
- y) "Life Assured" means the person named as the Life Assured in the Schedule whose life is assured under this Policy.
- z) "Monthly Due Date" means the date corresponding numerically with the Policy Commencement Date in each subsequent month.
- aa) "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 Benefit under the Policy.
- bb) "Policy" means the arrangements established by the Policy Document.
- cc) "Policy Anniversary" means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Deferment Period.
- dd) "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.
- ee) "Policyholder" means the person named in the Schedule who has concluded the Policy with the Company.
- ff) "Policy Year" means a period of one year commencing on the Policy Commencement Date or a Policy Anniversary thereof.
- gg) "Premium Allocation Rate" means the rate specified in the Schedule (net of any GST and cess (as applicable),) that will be applied to the Single/ Regular Premium paid to arrive at the amount to be allocated in the Unit Account in respect of any Regular Premium/Single Premium or Top Up Premium paid by the Policyholder.
- hh) "Premium Paying Term" means the period specified in the Schedule during which the Regular Premium is payable.
- ii) "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.
- jj) "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 inception of the Policy.
- kk) "Regular Premium" means the amount payable by the Policyholder at regular intervals during the Premium Paying Term, in amount and at the Premium Payment Frequency, both, as specified in the Schedule.
- ll) "Regular Premium Fund Value" is equal to the total number of Units pertaining to the Regular Premium paid and loyalty additions, if any, existing in each Fund under this Policy multiplied by their respective Unit Price on the relevant date.
- mm) "Revival Period" means the period of three (3) consecutive complete years from the date of first unpaid Regular Premium during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of Regular Premium .
- nn) "Schedule" means a document which is attached to and forms a part of this Policy containing specific details of the Policy.
- oo) "Single Premium" means the amount payable by the Policyholder at the Policy Commencement Date, as per the amount specified in the Schedule.

- pp) "Single Premium Fund Value" is equal to the total number of Units pertaining to the Single Premium and loyalty additions, if any, existing in each Fund under this Policy multiplied by their respective Unit Price.
- qq) "Surrender Benefit" means the amount available to the Policyholder on surrender as per Section 6c) below.
- rr) "Top Up Premium" means the amount of additional premium paid over and above the Single/Regular Premium payable under this Policy.
- ss) "Top Up Premium Fund Value" is equal to the total number of Units pertaining to the Top Up Premium existing in each Fund under this Policy multiplied by their respective Unit Price on the relevant date.
- tt) "Total premiums" paid shall be sum of all regular and top-up premiums paid till date
- uu) "Unit" means a proportionate part of a Fund created to determine the Unit Price.
- vv) "Unit Account" means an individual account created and administered by the Company for a Policy and consisting of Units in one or more Funds, which are valued in reference to the Unit Price of respective Fund.
- ww) "Unit Price" means the value per Unit calculated in Rupees as follows:
Unit Price = Net Asset Value ('NAV') of the Fund divided by the total number of Units existing in the Fund as on the Valuation Date. This calculation will be done before creation/redemption of Units.
The NAV of the Fund shall be computed as the market value of the investment held by the Fund plus value of Current Assets less value of Current Liabilities and Provisions, if any.
- xx) "Valuation Date" refers to the date when the Unit Price of the Fund is determined.
- yy) "Vesting Benefit" has the meaning given in Section 6b) below.
- zz) "Vesting Date" means the date specified in the Schedule on which the Vesting Benefit shall become available to the Policyholder.

Part C

- 2) Policy Description
- a. This is a non-participating individual Single/ Regular Premium Unit-Linked deferred pension plan.
- b. On the Policy Commencement Date, the Company shall open a Unit Account for the Policy. The Single/ Regular Premium and the Top Up Premium (if any) paid by the Policyholder will be used to allocate Units in the Unit Account after applying the Premium Allocation Rate as specified in the Schedule.
- c. The Premium Allocation Rate will vary by the Policy Year of the due date of the Regular Premium and based on whether it is Regular/Single Premium or Top Up Premium.
- d. The Policy enables the Policyholder to participate only in the investment performance of the Fund to the extent of allocated Units and does not in any way confer any right whatsoever on the Policyholder or the Life Assured to otherwise share in the assets, the profits or surplus of the business of the Company.
- 3) Regular/ Single Premium
- a. Regular Premium is payable in full by the due date. The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- b. The Company will not accept any amount less than the Regular Premium due as the Regular Premium.
- c. The Regular Premium once chosen at the Policy Commencement Date cannot be changed and any change shall only be to the effect of change in the Premium Payment Frequency
- d. Single Premium as specified in the Schedule is payable in full at the Policy Commencement Date.
- 4) Premium Allocation
- Units are allocated under the Policy depending on the amount of Regular/ Single Premium or Top Up Premium received, the Premium Allocation Rate and the Unit Price of the Fund on the date of allocation. Such allocations may be made up to 1/10,000th of a Unit or such other fraction as the Company may decide from time to time.
- 5) Non payment of Regular Premium and Forfeiture
- a) On Discontinuance of regular/limited premiums due during the first five (5) policy years, the policy will be converted to a discontinued pension policy

(without any risk cover, any additional rider cover, Guaranteed Benefit or Loyalty Additions) at the end of the grace period, and the Regular Premium Fund Value (1) less the discontinuance/surrender charge along with Top-Up Premium Fund Value (2), if any, will be transferred to the discontinued pension policy fund.

- i) A notice will be sent by the company to the policyholder within three (3) months from the date of first unpaid premium, informing the policyholder of the status of the policy and requesting to revive the policy or, in writing, agree to revive the policy within the revival period of three (3) years from the date of first unpaid premium, by paying all due regular/limited premiums, subject to section 11 below.
- ii) If the policyholder has opted to revive the policy but has not revived the policy within the revival period, the discontinuance value shall be payable as the surrender benefit at the end of lock-in period of five (5) policy years or at the end of the revival period, whichever is later.
- iii) If no communication is received from the policyholder with respect to the revival of the policy, the discontinuance value shall be payable as the surrender benefit at the end of lock-in period of five (5) policy years.
- iv) At any time the policyholder has the option to completely withdraw from the policy without any risk cover, any additional rider cover, Guaranteed Benefit or Loyalty Additions and receive the discontinuance value (as surrender benefit) at the end of the lock-in period of five (5) policy years or the date of surrender, whichever is later.
- b) On Discontinuance of regular/limited premiums due after the lock-in period of five (5) policy years, the policy will be, immediately & automatically, converted to a paid-up policy at the end of the grace period, with risk cover under the base policy and without any rider cover, Guaranteed Benefit or Loyalty Additions. All charges as per the terms & conditions of the policy will be deducted.
- i) A notice will be sent by the company to the policyholder within three (3) months from the date of first unpaid premium, informing the policyholder of the status of the policy and requesting him to exercise one of the options mentioned below.
- (1) Option A: Revive the policy or, in writing, agree to revive the policy within the revival period of three (3) years from the date of first unpaid premium, by paying all due regular/limited premiums and subject to section 11 below, OR
- (2) Option B: Intimate the company to completely withdraw from the policy without any risk cover, any additional rider cover, Guaranteed Benefit or Loyalty Additions and receive the surrender benefit under the policy as on the date of receipt of such intimation.
- ii) If the policyholder has chosen the Option A above but does not revive the policy during the revival period, or the company does not receive any intimation in writing from the policyholder, the policy shall be treated as a paid-up policy, as mentioned in section b) above. At the end of the revival period, if the policy has not been revived, the surrender benefit under the policy as at the end of the revival period will be payable to the policyholder.
- iii) If the policyholder decides to surrender the policy as per Option B above, the surrender benefit under the policy as on the date of receipt of such intimation, will be payable to the policyholder.
- c) Notwithstanding anything mentioned above, on the death of the life assured,
- i) If the policy is discontinued as per sub-section a) above, the discontinuance value as on the date of receipt of intimation at the Company's office, shall be payable as death benefit, and, then, the Policy will terminate.
- ii) If the policy is discontinued as per sub-section b) above, Regular Premium Fund Value (1) plus Top-Up Premium fund value (2)], if any, subject to a minimum of the Guaranteed Death Benefit, all, as on the date of receipt of intimation, shall be payable as death benefit, and, then, the Policy will terminate.
- 6) Policy Benefits
- a. Death Benefit
1. On the death of the Life Assured after the Date of Commencement of Risk but before the Vesting Date, the Company, subject to Section 10, Section 13, Section 25 and Section 31 below, provided the Policy has not been terminated per Section 14 below, shall pay the following Death Benefit to the Nominee/Policyholder as per one of the options as given in Section 6 a) (2) below.
- i) Single/ Regular Premium Fund Value plus Top-Up Premium Fund Value, if any, as on date of receipt of intimation of death at the office.

- ii) At no time, the Death Benefit shall be less than the guaranteed death benefit of 105% of the sum of the Regular / Single Premium(s) and the Top Up Premiums, if any, paid till the date of death, under the Policy.
2. On death of the Life Assured occurring before the Vesting Date, the Nominee has one of the following options:
- i. To utilize the entire proceeds of the policy or part thereof for purchasing an immediate annuity:-
- (a) If immediate annuity is purchased from our company, it will be at then prevailing annuity rate This will be irrespective of the minimum purchase price criteria under the immediate annuity plan. The currently available immediate annuity product with the Company is Bajaj Allianz Life Pension Guarantee.
- (b) If immediate annuity is purchased from any other insurer, it will be at then prevailing annuity rate, to the extent of percentage stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of any commutation. And purchase an immediate annuity from our company with the remaining proceeds.
- (c) If the deferred annuity is purchased from any other insurer, it will be to the extent of percentage stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of any commutation. And purchase a deferred annuity from our company with the remaining proceeds.
- ii) Withdraw the entire proceeds of the policy. The insurer will provide a settlement option as mentioned in Section 8 below.
- Notwithstanding that mentioned above, if the death of the Life Assured is during the Grace Period, the full Death Benefit as per Sub-Section a)(1) and Sub-Section a)(2) above, will be payable.
- b. Vesting Benefit
1. The Vesting Benefit on the survival of the Life Assured to the Vesting Date, provided the Policy has not been terminated as per Section 14 below, is as given below. The Vesting Benefit shall be payable as per one of the options given in Section 6 b) (2) below.
- i) Single/ Regular Premium Fund Value plus Top Up Premium Fund Value, if any, as on the Vesting Date.
- ii) The Vesting Benefit shall not be less than the guaranteed vesting benefit of 101% of the total Single / Regular Premium(s) and Top Up Premiums, if any, paid till the date of vesting.
2. On the Vesting Date, the Policyholder has one of the following options:
- i) Purchase an immediate annuity plan (annuity rate guaranteed through the term of that policy), from the Company at the then prevailing annuity rates, with or without commuting up to the maximum 60% of vesting benefit . If this option is chosen, the Vesting Benefit will be converted into immediate annuity, irrespective of minimum purchase price of the immediate annuity plan available then with the Company. The currently available immediate annuity product with the Company is Bajaj Allianz Life Pension Guarantee.
- ii) Purchase a deferred annuity plan from the Company or from any other insurer, with or without commuting up to a maximum 60% of vesting benefit at the then prevailing terms & conditions.
- If the deferred annuity is purchased from any other insurer, it will be to the extent of percentage stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of any commutation. And purchase a deferred annuity from our company with the remaining proceeds.
- iii) Purchase an immediate annuity from any other insurer to the extent of percentage stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of any commutation. And purchase an immediate annuity from our company with the remaining proceeds as per sub-section i) above.
- iv) Extend the prevailing Deferment Period under the Policy, if the Life Assured's Age as on the Vesting Date is less than 60 years. The guarantee death benefit [as per Section 6a)(1)ii) above], guaranteed vesting benefit [as per Section 6b)(1)ii) above] and option to pay Top-Up Premiums [as per Section 8b) below] below will continue to be available during the extended Deferment Period. However, once the option is chosen, the guaranteed vesting benefit shall not be applicable at the original Vesting Date. During the extended Deferment Period, all applicable Charges will get deducted. No premiums shall be payable during the extended Deferment Period.
- (3) In sub-sections (2)i) and (2)iii) above, if the proceeds are not sufficient to purchase a minimum annuity as prescribed by the Authority (and as amended from time to time), the proceeds of the policy will be paid out to the policyholder, as lump-sum
- (4) The Policyholder has to intimate the Company before the Vesting Date, the way he wants the Vesting Benefit to be used. Unless intimated, the Company will de-unite the Vesting Benefit at the Vesting Date and keep the frozen amount in current liabilities. The Company will not deduct any further Charges from this amount nor will it add any interest to the value till any specific request is received from the Policyholder.
- ^Total Premiums paid shall be sum of all single/regular/limited and any top up premiums paid till date
- c. Surrender Benefit
- i. The Policyholder may, at any time, surrender the Policy.
- ii. If the Policy is surrendered during lock in period of the first five (5) Policy Years, Discontinuance action shall be taken and the Regular/Single Premium Fund Value less the Discontinuance Charge, if any, [per Section 19f) below], plus the Top Up Premium Fund Value, if any, (all as on the Date of Surrender) will be transferred to the Discontinued Pension Policy Fund, and risk cover under the Policy will be terminated immediately. The option to revive the Policy [per Section 11] will not be available to such a surrendered Policy. The Discontinuance Value, as at the end of the lock-in period of five (5) Policy Years will be available to the Policyholder as Surrender Benefit. which shall be payable as per one of the options given in Section 6 c) v) below.
- iii. If the Policy is surrendered after the lock in period of first five (5) Policy Years, the Regular/Single Premium Fund Value plus Top Up Premium Fund Value, if any, all as on the Date of Surrender will be available immediately as the Surrender Benefit to the Policyholder. The Surrender Benefit shall be payable as per one of the options given in Section 6 c) v) below.
- iv. No guarantee shall be applicable on surrender of the Policy
- v. On surrender , the Policyholder has to utilize the Surrender Benefit in one of the following two (2) ways:
- 1) Purchase a deferred annuity plan from the Company, using the entire proceeds of the Surrender Benefit:
- If the deferred annuity is purchased from any other insurer, it will be to the extent of percentage stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of any commutation. And purchase a deferred annuity from our company with the remaining proceeds.
- 2) Commute up to a maximum of 60% of the surrender benefit, and utilize the balance amount to purchase an immediate annuity:-
- a. From our company, at the then prevailing annuity rates.
- If this option is chosen, the surrender benefit will be converted into annuity irrespective of minimum purchase price of the immediate annuity plan available then with the Company. The currently available immediate annuity product with the Company is Bajaj Allianz Life Pension Guarantee.
- b. From any other insurer to the extent of percentage, stipulated by the Authority, currently 50%, of the entire proceeds of the policy net of any commutation. And purchase an immediate annuity from our company with the remaining proceeds as per sub-section a) above.
- c. In sub-sections (a) and (b) above, if the proceeds are not sufficient to purchase a minimum annuity as prescribed by the Authority (and as amended from time to time), the proceeds of the policy will be paid out to the policyholder, as lump-sum.
- vi. The Policy will terminate upon Surrender Benefit being made available to the Policyholder.
- d. Discontinuance Value
- i. The Discontinuance Value of the Policy will be higher of
- a) The Regular/ Single Premium Fund Value less the Discontinuance Charge, if any, [per Section 19f) below], plus the Top Up Premium Fund Value, if any, all as on Date of Discontinuance/ Date of Surrender, accumulated at the rate of return earned on the Discontinued Pension Policy Fund net of Fund Management Charge (FMC) [per Sub-Section 6d)iii) below] OR
- b) The Regular/Single Premium Fund Value less the Discontinuance Charge, if any, [per Section 19f) below], plus the Top Up Premium Fund Value, if any, all as on Date of Discontinuance/ Date of Surrender, accumulated at the

minimum guaranteed rates of investment return on the Discontinued Pension Policy Fund net of Fund Management Charge [per Sub-Section 6d)iii) below].

- ii. Unless death of the Life Assured has happened earlier, the Discontinuance Value shall be available to the Policyholder after the lock-in period of five (5) Policy Years or at the end of Revival Period, as the case may be, provided the Policy has not been revived [per Section 11 above]. However, on death of the Life Assured during the period of discontinuance, the Discontinuance Value shall be payable to the Nominee/Policyholder immediately on the date of intimation of death at the Company's office.
- iii. Currently, the Fund Management Charge on the Discontinued Pension Policy Fund is 0.50% per annum. As per the "(Unit Linked Insurance Products) Regulation, 2019", the current minimum guaranteed rate of investment return is 4% p.a. and the current cap on Fund Management Charge on the Discontinuance Pension Policy Fund is 0.50% per annum.
- iv. The Fund Management Charge and the minimum guaranteed rates of investment return [both mentioned in Sub-Section 6d)iii) above], for the calculation of the Discontinuance Value may change from time to time in accordance with any change in the IRDAI guidelines/regulations in future.
- e. Discontinued Pension Policy Fund Risk Profile – Low
(SFIN: ULIF07126/03/13DISCONPENS116)

On the Date of Discontinuance/Surrender of the Policy before the lock in period of 5 policy years, the Regular Premium Fund Value less the Discontinuance Charge, plus the Top Up Premium Fund Value, if any, all as on the Date of Discontinuance of the Policy shall be moved to the Discontinued Pension Policy Fund. The portfolio allocation of the Fund is as given below.

Portfolio Allocation:

Money market instruments : 0% - 40%

Government securities : 60% - 100%

- f. Loyalty Additions

Loyalty additions, expressed as a percentage of the Annual/ Single Premium as given below, will be added to the Regular/Single premium Fund Value at the date of vesting of the Policy. The addition will be added at the original Vesting Date if the policy term is extended as per the option given in Section 6b)(2)iii) above.

Policy Term	Regular Premium		Single Premium
	RP < 10 Lacs	RP >= 10 Lacs	
7 to 10	Nil	Nil	Nil
11 to 15	8.5%	25.5%	3.0%
16 to 20	9.0%	27.0%	3.5%
21 to 25	10.0%	30.0%	4.0%
26 to 30	11.0%	33.0%	4.5%

- g. Additional Rider Benefits

No Additional Riders are available under the Policy

Part D

- 7) Free Look Period

Within fifteen (15) days of the receipt of this Policy and thirty (30) days in case of electronic Policy and Policy obtained through distance mode, the Policyholder may, if dissatisfied with any of the terms and conditions for any reason, provided no claim has already been made on the Policy, give the Company a written notice of cancellation along with reasons for the same, and return the Policy Document to the Company, subject to which the Company shall send the Policyholder a refund comprising the Premium Allocation Charge plus Charges levied by cancellation of Units plus Fund Value as at the date of cancellation of Units less the proportionate risk premium for the period the Life Assured was on cover, expenses incurred on medical examination and stamp duty charges.

- 8) Flexibilities

The Policyholder may, subject to prior approval of the Company, exercise any of the following options by using the application form specified by the Company and meeting the conditions set out therein:

- a. Partial withdrawal
No partial withdrawal is allowed under the Policy.
- b. Top Up Premium
 - i) Except during the last five (5) Policy Years, the Policyholder shall have the option to pay unlimited Top Up Premium at any time over and above the Regular / Single Premiums payable, provided all due Regular Premiums have been paid. The guarantees, as mentioned in Section 6a)(1)ii) and Section 6b)(1)ii) above will be applicable to the Top Up Premiums also.
 - ii) The minimum Top Up Premium payable is ₹ 5,000, subject always to the Company's right to alter this minimum amount payable from time to time, subject to prior approval from the IRDAI.
- c. Changing the Premium Paying Term
The Policyholder may change the Premium Paying Term at any time after five (5) policy years, subject to the condition that the chosen Premium Paying Term is available on the date of request under the Bajaj Allianz Retire Rich Plan then and provided that:
 - i) All due Regular Premium till the date of such request are paid.
 - ii) Such option is exercised before the expiry of the existing Premium Paying Term.
 - iii) Miscellaneous Charge, per Section 19e) and Section 20 below, will be applicable for this alteration.
- d. Changing the Premium Payment Frequency
 - i) The Premium Payment Frequency may be changed at any time as long as the existing & requested premium frequencies can be aligned and subject to minimum Regular Premium allowed for each Premium Payment Frequency under Bajaj Allianz Retire Rich Plan.
 - ii) A monthly frequency for payment of Regular Premium will be allowed only under the salary deduction schemes or through Electronic Clearance Service (ECS).
 - iii) Miscellaneous Charge, per Section 19e) and Section 20 below, will be applicable for this alteration.
- e. Settlement Options
 - i) The policyholder/nominee will have the option to receive the death benefit, in installments (payable yearly, half yearly, quarterly or monthly, at the option of the policyholder/nominee, as the case may be) spread over a maximum period of five (5) years.
 - ii) If the policyholder/nominee chooses the settlement option, in case of death, the Death Benefit will be utilised into Fund(s) in same proportion as it was on the date of intimation of death.
 - iii) The first instalment will be due as on the date of intimation of death.
 - iv) The amount paid out to the policyholder/nominee in each installment will be the outstanding Single/Regular Premium Fund Value (1) and Top Up Premium Fund Value (2), if any, as at that installment date divided by the number of outstanding installments.
 - v) Installment payments will be made by redeeming units from the funds at the unit price applicable on the installment date.
 - vi) The investment risk during the settlement period shall be borne by the Policyholder/Claimant.
 - vii) There will not be any risk cover or guarantee benefit during the settlement period:
 - viii) No partial withdrawals is allowed during the subsistence of the period of the settlement option.
 - ix) Fund management charge will be adjusted in unit price during the period of the settlement option.
 - x) Alternatively, instead of taking fund value in installments, the policyholder/nominee will have an option to withdraw the Regular Premium Fund Value (1) and any Top Up Premium Fund Value (2) completely, anytime during the period of settlement period. The fund value will be calculated as the total number of outstanding units in the policy multiplied by the unit price as on date of complete withdrawal.
- 9) Nomination
Nomination should 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 of the Insurance Act, 1938, is enclosed in Annexure – BB for reference]

- 10) Loans
No loan is available under this Policy.
- 11) Revival
- a. If the Policy has been discontinued due to non-payment of due Regular Premiums [per Section 5 above], then, such a Policy can be revived subject to the following:
- i) The Company receives the request for revival by the Policyholder within the Revival Period provided the Policy is not terminated already [per Section 14 below].
- ii) Such information and documentation as may be requested by the Company is submitted by the Policyholder at his/her own expense.
- iii) The Policy may be revived on the original Policy terms & conditions, revised terms & conditions or disallowed revival, based on Board approved underwriting guidelines.
- iv) On revival of the Policy,
- 1) The Policy will be revived restoring the risk cover, Guaranteed Benefit or Loyalty Additions.
- 2) All the due but unpaid Regular Premiums will be collected without charging any interest or fee.
- 3) The Discontinuance Value of the Policy together with the amount of Discontinuance Charge [per Section 19f) below] (without any interest) as deducted by the Company shall be restored to the chosen Fund split into Regular Premium Fund Value and the Top Up Premium Fund Value, if any, in the same proportion as it existed on the Date of Discontinuance or due date of first unpaid premium, as the case may be, at their prevailing Unit Price.
- 4) The Premium Allocation Charge [per Section 19d) below] and Policy Administration Charge, if any [per Section 19c) below], due during the Discontinuance Period shall be deducted from Regular Premiums paid or from the Fund at the time of revival.
- 12) Foreclosure
If the fund value, after three (3) policy years, is lower than one (1) Annualized Premium, the policy shall be foreclosed, and any discontinuance value / surrender benefit shall be available to the policyholder, as per the conditions in the surrender benefit section above.
- 13) General Exclusion
- a. Suicide Exclusion
In case of death due to suicide within 12 months from the Date of Commencement Risk or from the date of latest revival of the Policy, whichever is later, the Claimant shall be entitled to the Fund Value, as available on the date of intimation of death. Any charges other than Fund Management Charges or Guarantee Charge recovered subsequent to the date of death shall be added to the Fund Value as at the date of intimation of death.
- b. Other Exclusions
Nil
- 14) Termination Conditions
This Policy shall automatically and immediately terminate on the earlier occurrence of any of the following events:
- a. On receipt of intimation of death of the Life Assured at the Company's office.
- b. On payment of Discontinuance Value/Surrender Benefit.
- c. The Vesting Date, if the Deferment Period of the Policy has not been extended [per Section 6b)(2)iii) above] by the Policyholder. If extended, on the revised Vesting Date.
- d. On Free Look Cancellation [as per Section 7 above]

Part E

CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc

- 15) The Policyholder will have one (1) Fund under this Policy.
Pension Builder Fund Risk Profile – Medium
(SFIN: ULIF06908/02/13PENSIONBUI116)

The investment objective of this Fund is to provide capital appreciation by investing in a suitable mix of debt and equities. The fund strategy would be to invest in following mix of assets:

Portfolio Allocation:

Equity & Equity Related Instruments: 0% - 50%

Debt, Fixed deposits & Debt Related Instruments: 25% - 100%

Mutual Funds^(a) and Money market instruments: 0% - 40%

^(a) Mutual fund exposure will be as mandated by the IRDA guidelines

- a) The Company may, in its sole discretion, add, close, merge, modify or consolidate the Funds under this Policy with prior approval from the IRDA.
- b) The Company may, in its sole discretion, close any of the Funds if in the sole and absolute opinion of the Company, the said Fund should be closed. The Policyholder shall be given at least three months prior written notice of the Company's intention to close any of the Funds and, on and from the date of such closure, the Company shall cease to allocate and redeem Units of the said Fund. In such an event if the Units are not withdrawn or switched to any other Fund by the Policyholder within three (3) months of dispatch of notice, the Company will switch the said Units to the Bond Fund. No fee will be charged for switching in the event of such closure of Funds.
- 16) Force Majeure Condition
- i) The Company shall value the Funds (SFIN) on each day for which the financial markets are open. However, the Company may value the SFIN less frequently in extreme circumstances external to the Company i.e. in force majeure events, where the value of the assets is too uncertain. In such circumstances, the Company may defer the valuation of assets for up to 30 days until the Company is certain that the valuation of SFIN can be resumed.
- ii) The Company shall inform IRDAI of such deferment in the valuation of assets. During the continuance of the force majeure events, all request for servicing the policy including policy related payment shall be kept in abeyance.
- iii) The Company shall continue to invest as per the fund mandates as described in Section 15. However, the Company shall reserve its right to change the exposure of all or any part of the Fund to Money Market Instruments [as defined under Regulations 2(j) of IRDAI (Investment) Regulations, 2016] in circumstances mentioned under points (a and b) above. The exposure of the fund as per the fund mandates as described in Section 8 shall be reinstated within reasonable timelines once the force majeure situation ends.
- iv) Some examples of such circumstances [in Sub-Section a) & Sub-Section b) above] are:
- a. When one or more stock exchanges which provide a basis for valuation of the assets of the Fund are closed otherwise than for ordinary holidays.
- b. When, as a result of political, economic, monetary or any circumstances out of the control of the Company, the disposal of the assets of the Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the continuing Policyholders..
- c. In the event of natural calamities, strikes, war, civil unrest, riots and bandhs.
- d. In the event of any force majeure or disaster that affects the normal functioning of the Company..
- In such an event, an intimation of such force majeure event shall be uploaded on the Company's website for information..
- 17) Fund Management
All the Funds will be internally managed by the Company.
- 18) Fund Provisions
- a. Purpose of the Funds
The Company has established the above Fund from which it will make payment of a part of or all of the benefits payable under this Policy.
- b. Investment of the Funds
- i) The selection of the underlying investments of the Fund established by the Company and the valuation of assets to which it is referenced shall be such as the Company, in its absolute discretion, may from time to time determine provided it satisfies the investment objectives set out in Section 15 above and any IRDAI Regulations as applicable from time to time. It is further provided that the assets of the Fund may comprise such proportion as the Company

may determine including un-invested cash or any other assets whether or not this produces income.

- ii) All assets relating to the Fund shall be and shall remain in the absolute beneficial ownership of the Company. There is no trust created, whether expressly or impliedly, by the Company in respect of the investments in favour of any person.

19) Charges

The Charges mentioned below will be subject to the applicable GST and cess.

a. Mortality Charge

- i) The Mortality Charge will be deducted at monthly intervals by cancellation of units at prevailing unit price at the rate as applicable to the attained Age and gender of the Life Assured, on the Date of Commencement of Risk and on each subsequent Monthly Due Dates. The Mortality charge may vary from Policy Year to Policy Year (and during the period of settlement option, if applicable) according to the attained Age of the Life Assured at the time of deduction of the same.

- ii) The Mortality charge per thousand Sum at Risk is given in Annexure 3. Sum at Risk means higher of [Death Benefit – Single/ Regular Premium Fund Value - Top Up Premium Fund Value, if any] or zero, where Death Benefit is as defined in Section 6a) above. The Mortality charge is applied on the Sum at Risk under the Policy.

b. Fund Management Charge

Fund	Fund Management Charge per annum
Pension Builder Fund	1.25%
Discontinued Pension Policy Fund	0.50%

This charge would be adjusted in Unit Price.

c. Policy Administration Charge

The Policy Administration Charge is mentioned in the Schedule.

d. Premium Allocation Charge

The Premium Allocation Rate is mentioned in the Schedule. The balance is taken as the Premium Allocation Charge.

e. Miscellaneous Charge

The Miscellaneous Charge will be ₹ 100/- per applicable transaction in respect of alteration of premium frequency or change in premium paying term shall be charged.

f. Discontinuance Charge

The Discontinuance Charge, as per table below, shall be applicable to the Regular/Single Premium Fund Value only, on the Date of Discontinuance of the Policy.

For Regular Premium option

During the Policy Year	Discontinuance Charge for the Policies having Annual Premium up to ₹ 50000/-	Discontinuance Charge for the Policies having Annual Premium above ₹ 50000/-
1	20% of the lower of (AP or RPFV) subject to maximum of ₹ 3,000	6% of the lower of (AP or RPFV) subject to maximum of ₹ 6,000
2	15% of the lower of (AP or RPFV) subject to maximum of ₹ 2,000	4% of the lower of (AP or RPFV) subject to maximum of ₹ 5,000
3	10% of the lower of (AP or RPFV) subject to maximum of ₹ 1,500	3% of the lower of (AP or RPFV) subject to maximum of ₹ 4,000
4	5% of the lower of (AP or RPFV) subject to maximum of ₹ 1,000	2% of the lower of (AP or RPFV) subject to maximum of ₹ 2,000
5 & above	Nil	Nil

AP – Annual Premium; RPFV – Regular Premium Fund Value

For Single Premium option

During the Policy Year	Discontinuance Charge for the Policies having Single Premium above Rs. 300000/-	Discontinuance Charge for the Policies having Single Premium above Rs. 300000/-
1	2% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 3,000	1% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 6,000
2	1.5% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 2,000	0.70% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 5,000
3	1% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 1,500	0.50% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 4,000
4	0.5% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 1,000	0.35% of the lower of (Single Premium or Single Premium Fund Value) subject to maximum of ₹ 2,000
5 & above	Nil	Nil

No Discontinuance Charge will be applied on Units in respect of Top Up Premium.

g. Guarantee Charge

The Guarantee Charge, as mentioned in the Schedule, will be adjusted in the unit price

h. Revision of Charges

After taking due approval from IRDAI, the Company reserves the right to revise the above mentioned Charges except the Premium Allocation Charge and Mortality Charge which are guaranteed throughout the Policy Term. The Charges which can be changed are:

- Guarantee Charge up to a maximum of 0.50% per annum of the NAV.
 - Fund Management charge up to a maximum of 1.35% per annum of the NAV for Pension Builder Fund and 0.50% p.a. for the Discontinued Pension Policy Fund.
 - Policy Administration charge up to a maximum of ₹ 500 per month.
 - Miscellaneous Charge upto a maximum of ₹ 500/- per transaction
- The Company will give a notice of three (3) months to the Policyholder for any changes in the above mentioned Charges. The Policyholder who does not agree with the revised Charges shall be allowed to surrender the Policy at the then prevailing Single / Regular Premium Fund Value and Top-up Premium Fund Value, if any.
- Discontinuance charge will be applicable if the surrender is during the lock-in period, otherwise, not.

20) Recovery of Charges and GST and cess applicable thereon

- a. The Fund Management Charge [per Section 19b) above] and Guarantee Charge [per Section 19g) above] both along with applicable GST and cess will be adjusted in the Unit Price of the Fund while calculating the Unit Price.
- b. The Policy Administration Charge [per Section 19c) above] and the Mortality Charges [per Section 18a) above] both along with applicable GST and cess will become due for deduction on each Monthly Due Dates and will be recovered by the redemption of Units at the prevailing Unit Price.
- c. The Discontinuance Charge as per Section 19f) above along with GST and cess shall be applicable to the Regular/ Single Premium Fund Value only, on the Date of Discontinuance of Policy.
- d. Miscellaneous Charge [per Section 19e) above] along with GST and cess, wherever applicable, will be recovered, as and when the Policyholder exercises the options given under Section 8 above, by the redemption of Units at the prevailing Unit Price.

21) Unit Transactions

a. Allocation of Units

- i. For Regular/ Single Premium or Top Up Premium received in cash or local cheques or demand drafts, or requests for revival of a discontinued policy, settlement option in the case of death or switch in received by the Company by the closing time for the day as specified by the IRDAI from time to time, the closing Unit Price of the day it is received shall be applicable. The closing time presently specified by the IRDAI is 3:00 pm
- ii. For Regular/ Single Premium or Top Up Premium received in cash or local cheques or demand drafts, or requests for revival of a discontinued policy, settlement option in the case of death or switch in received by the Company after the closing time for the day as specified by the IRDAI from time to time, the closing Unit Price of the next Business Day shall be applicable. The closing time presently prescribed by the IRDAI is 3:00 pm
- iii. For Regular/Single Premium or Top Up Premium received through outstation cheques or demand drafts, the closing Unit Price of the Business Day on which the cheque/demand draft is cleared shall be applicable

- b. Redemption of Units
- i. For written applications received by the Company from the Nominee/Policyholder for death or surrender, switch out, payment of settlement options by the closing time for the day as specified by the IRDA from time to time, the closing Unit Price of the day it is received shall be applicable. The closing time presently prescribed by the IRDA is 3:00 pm
- ii. For written applications received by the Company from the Nominee/Policyholder for death or surrender, switch out, payment of settlement options on a day after the closing time for the day as specified by the IRDA from time to time, the closing Unit Price of the next Business Day shall be applicable. The closing time presently prescribed by the IRDA is 3:00 pm

22) Non-Participation in Profits
This Policy shall participate only in the investment performance of the underlying Funds.

23) Unit Statement
The Company will issue a Unit Statement to the Policyholder at every Policy Anniversary or on the happening of any Unit transaction under the Policy except due to deduction of the Charges.

Part F

GENERAL CONDITIONS

24) Age Proof

a. The Mortality Charge, if any, 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 Age has not been admitted by the Company, the Policyholder shall furnish such proof of 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 discontinued/terminated with immediate effect by the Company and:

1. If the Policy is discontinued before the fifth (5th) Policy Anniversary, the Discontinuance Value, as per Section 6d) above, shall become available to the Policyholder as Surrender Benefit at the end of the lock in period of five (5) Policy Years,

2. If the Policy is terminated after the fifth (5th) Policy Year, the Surrender Benefit, as per Section 6c) above, shall be available immediately.

ii) If the Life Assured's correct Age is higher than the Age declared in the Proposal Form, the Mortality Charge, if any, payable under the Policy shall be altered corresponding to the correct Age of the Life Assured (the "corrected Mortality Charge") and the accumulated difference between the corrected Mortality Charge and the original Mortality Charge from the Policy Commencement Date up to the date of such Age admission shall be recovered by the redemption of Units.

iii) If the Life Assured's correct Age is lower than the Age declared in the Proposal Form, the Mortality Charge, if any, payable under the Policy shall be altered corresponding to the correct Age of the Life Assured (the "corrected Mortality Charge") from the next Monthly Due Date. However, the Company will not refund the excess Mortality Charge deducted from the Fund.

25) Non-disclosure & Fraud
In case of fraud or misrepresentation by the Policyholder, the Policy, subject to fraud or misrepresentation being established in accordance with section 45 of the Insurance Act, 1938, shall be terminated immediately by returning the Surrender Benefit, if any, as on the date of termination.

26) Notices
Any notice [including discontinuance notice under Section 5 above], direction or instruction under this Policy 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 be no 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: Bajaj Allianz Life Insurance Company, Bajaj Allianz House, Airport Road, Yerawada, Pune – 411 006 Toll Free No. 1800225858 | Fax: 020-6602-6789 e-mail: life@bajajallianz.co.in

27) Electronic Transactions
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.

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

29) Waiver
Failure or neglect by either party to enforce at anytime 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.

30) Modifications
This Policy Document constitutes the complete contract of insurance. This Policy Document cannot be changed or varied except by a Policy endorsement in writing and signed by an officer of the Company authorized for this purpose.

31) Payment of claim
The Death Benefit is payable to the Nominees/Policyholder/legal heirs of the Policyholder. The Company shall be under no obligation to make any payment of Death Benefit unless and until the Company has received from the Policyholder or the Nominee, or legal heirs, and at no expense to the Company any information and documentation it requests, including but not limited to:

a. Written notice as soon as possible and in any event preferably within 180 days of the death of the Life Assured, and the circumstances resulting in the death of the Life Assured.

b. The claimant's proof of entitlement to receive payment under the Policy.

c. Original Policy Document.

d. Original death certificate of the Life Assured issued by a competent authority.

e. Medical cause of death, certificate from the doctor who last attended to the Life Assured or the hospital in which the death occurred.

f. If the death is due to unnatural causes including an accident; 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.

g. Any other document as may be asked for looking into the facts and circumstances resulting to a claim under this Policy.

h. Without Prejudice to the right of the Company to insist for any of the documents as mentioned herein above to examine the admissibility of claim for the Death Benefit under the Policy of insurance, the Company may at its sole discretion, consider claims where the claimant is unable to submit required documents.

All claims lodged beyond a period of 3 years from the date of death must be supported by a Declaration of the claimant/Nominee explaining the reasons for not lodging a claim earlier and suitably demonstrate to the satisfaction of the Company that the reasons for delay was on account of facts beyond the control of Nominee/claimant.

The Company shall be under no obligation to make any payment under Section 6b) above w.r.t Vesting 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.

Without prejudice to the right of the Company to insist for any of the documents as mentioned herein above to examine the admissibility of claim for the benefits under the Policy, the Company may consider claims where the Claimant is unable to submit required documents.

The Company reserves the right to consider delayed claims on merits only on satisfaction that there were sufficient grounds for not preferring a claim within time.

32) 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 Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy 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 issuance of a copy 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.

33) Taxation

Payment of taxes, including GST and cess, as applicable, shall be the responsibility of the Policyholder. The Policyholder agrees to pay or allows the Company to deduct from the Unit Account or any of the benefits payable under this Policy, a sum on account of any tax, including GST and cess 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.

34) Status of Insurance Agent

The insurance agent is only authorized by the Company to arrange completion and submission of the Proposal Form. The insurance agent is not authorized to act as the Company's legal representative and any representation made by the insurance agent which is against the express terms and conditions as contained in this Policy shall not be binding on the Company. Information or payment given to the insurance agent should not be considered as having been given to the Company. In absence of any specific authorisation to an insurance agent to accept premium on behalf of the Company and issue receipt thereof, payment made to an insurance agent shall be considered from the date of receipt of the premium amount by the Company. In the event of happening of any eventuality between the date of payment of premium amount to the insurance agent and the date of receipt of the premium amount by the Company, same shall be considered in accordance with the terms and conditions as contained herein above as if the premium was not paid as on the date of happening of the eventuality.

35) Section 45 of the Insurance Act 1938
Refer to Annexure CC

Part G

36) Grievance Redressal

In case you have any query or complaint/grievance, you may contact any nearest Customer Care Center 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 Fax at: 020-6602-6789
By Email: customercare@bajajallianz.co.in

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

Grievance Redressal Officer
Bajaj Allianz Life Insurance Company Ltd.
3rd Floor, Bajaj Finserv, Survey No: 208/1-B, Behind Weik Field IT Park,
Viman Nagar, Pune – 411014
Tel. No: 1800-209-7272
Email ID: gro@bajajallianz.co.in

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

By Phone: TOLL FREE NO: 155255
By Email: complaints@irda.gov.in
By Post at: Consumer Affairs Department Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032
By Fax at: +91-40-6678 9768

The Policyholder can also register his complaint online at
<http://www.igms.irda.gov.in/>

37) 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 IRDA website at <https://www.irdai.gov.in/>
Please refer to the Ombudsman website at <http://www.gbic.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 office 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.

38) 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.

Annexure 3

Bajaj Allianz Retire Rich Plan – Standard Mortality Charges

Annual Mortality Charge Rates Per '000 Sum at Risk – For Males lives

Age	Mortality Charge	Age	Mortality Charge
27	1.26	54	9.47
28	1.28	55	10.27
29	1.31	56	11.11
30	1.34	57	11.98
31	1.38	58	12.91
32	1.43	59	13.90
33	1.49	60	14.98
34	1.56	61	17.44
35	1.65	62	18.84
36	1.75	63	20.38
37	1.87	64	22.07
38	2.01	65	23.94
39	2.17	66	26.00
40	2.35	67	28.27
41	2.56	68	30.76
42	2.81	69	33.48
43	3.09	70	36.46
44	3.42	71	39.71
45	3.79	72	43.26
46	4.23	73	47.12
47	4.72	74	51.32
48	5.27	75	55.89
49	5.87	76	60.85
50	6.52	77	66.24
51	7.21	78	72.10
52	7.93	79	78.45
53	8.69	80	85.34

Note:

- i. The above charges are exclusive of any GST and cess.
- ii. For Female lives there is three (3) years' age set-back for calculating mortality charge.
- iii. Sum at risk is Max[Death benefit – Regular Premium Fund Value - Top Up Premium Fund Value, zero (0)]

Address & Contact Details of Ombudsman 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:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
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@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
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@ecoi.co.in	Karnataka
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 / Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh, Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: - 0674-2596461 / 455 Fax : 0674 - 2596429 Email bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: - 0172-2706196 /468 / Fax : 0172-2708274 Email bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: - 044-24333668 /5284 / Fax : 044-24333664 Email bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: - 011-23239633 / 23237532 / Fax : 011-23230858 Email bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: - 0361-2132204/5 / Fax : 0361-2732937 Email bimalokpal.guwahati@ecoi.co.in	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/ 23312122 / Fax: 040-23376599 Email bimalokpal.guwahati@ecoi.co.in	Andhra Pradesh, Telangana, Yanam – and a part of the Territory of Pondicherry
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@ecoi.co.in	Rajasthan
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 / 2359338 / Fax : 0484-2359336 Email bimalokpal.ernakulam@ecoi.co.in	Kerala , Lakshadweep, Mahe – a part of UT of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, Kolkata – 700 072. Tel: 033 22124339/(40) / Fax: 033 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/30 / Fax : 0522-2231310 Email bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022 - 26106552 /(960)/ Fax : 022-26106052 Email bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace ,4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. Tel.: 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
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@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Annexure AA

Section 38 of Insurance Act, 1938, as amended from time to time – Assignment and Transfer of Insurance Policies

Assignment or transfer of a Policy should be in accordance with section 38 of the Insurance Act, 1938, as amended by The Insurance Laws (Amendment) Act, 2015 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, 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, as amended from time to time – Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938, as amended by The Insurance Laws (Amendment) Act, 2015 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, as amended from time to time, 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, 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.
14. If Nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired Nominee(s) shall be payable to the heirs or legal representative of the Nominee(s) or holder of succession certificate of such Nominee(s).
15. The provisions of sub-section 13 and 14 above shall apply to all life insurance Policies maturing for payment after the commencement of The Insurance Laws (Amendment) Act, 2015 (i.e.20.03.2015).
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his Nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of section 39 of the Insurance Act, 1938, as amended from time to time, are not applicable to any life insurance Policy to which section 6 of Married Women's Property Act, 1874, applies or has at any time applied except where before or after The Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under section 39 of the Insurance Act, 1938, as amended from time to time. Where nomination is intended to be made to spouse or children or spouse and children under section 6 of MWPA, it should be specifically mentioned on the Policy. In such a case only, the provisions of section 39 of Insurance Act, 1938, as amended from time to time, 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 of the Insurance Act, 1938, as amended from time to time – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding Policy not being called into question in terms of section 45 of the Insurance Act, 1938, as amended by The Insurance Laws (Amendment) Act, 2015 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.
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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.]