

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

Policy Terms and Conditions

Group Policy No. _____

Issued under

Bajaj Allianz Life Jan Suraksha Yojna

for the

Members of the (name of the Policyholder's scheme) Scheme of

_____ **(Policyholder name)** _____

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Bajaj Allianz Life Insurance Company Limited**Bajaj Allianz Life Jan Suraksha Yojna****Part A****FORWARDING LETTER**

Name of the Policyholder _____

Address _____

Dear _____

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

_____, the Policyholder has by a written Proposal Form dated _____ requested the Company to grant the benefits of Life Insurance Cover, under Bajaj Allianz Life Jan Suraksha Yojna and as per the Scheme Rules of the _____, Scheme of the Policyholder (Hereinafter called the "Scheme", certified copy of which has been furnished to the Company by the Policyholder) to the Members whose name has been recorded in the Membership Register maintained by the Policyholder. The Policyholder has also furnished to the Company statements/Enrollment Forms completed and signed by the Policyholder on behalf of the Members /Member for whose benefit the Policy hereunder is being effected. The Policyholder and the Company have accepted and agreed that the said Proposal Form, certified copy of the Scheme along with other statements, reports or other documents leading to the issuance of this Policy shall be the basis of this contract of Assurance.

If any of the details of the Member contained in the statement/Enrollment Form signed by the Member/ Policyholder on behalf of the Member are incomplete, false or incorrect, coverage in respect of such Member under the Policy shall be void.

Please find enclosed herewith your Policy Document, a copy of the Proposal Form and documents mentioned herein below, based on which your Group Insurance Policy has been issued. This Policy is issued subject to section 45 of the Insurance Act, 1938, as amended from time to time. In case you have made any disclosures in respect of your Member to the agent which has not been included in the Proposal/Enrollment Form, you are requested to intimate the same in writing to the Company within fifteen (15) days of the date of receipt of this Policy/Certificate of Insurance, failing which it shall be inferred that the disclosures made in the Proposal/Enrollment Form are full, complete and according to your instructions wherein nothing has been concealed.

Document Type	Specification of Documents provided	Identification No.
Proposal Form		
Scheme Rules		
Others(if any)		

Within 15 days of the receipt of this policy/Certificate of Insurance, the Master Policyholder/Member will have an option to review the terms and conditions of the policy and if the Master Policyholder/Member disagrees to any of the terms & conditions, he/she will have an option to return the policy / Certificate of Insurance stating the reasons for objections. The Master Policyholder/Member shall be entitled to a refund comprising of all premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the member was provided cover and the expenses incurred by the company on account of medical examination and stamp duty charges.

Please read policy document, especially following clauses on

Benefits	Mode of payment of Claim
When the Life Insurance Cover ceases for a Member	Revival of Policy

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

PREAMBLE

The Company has received Proposal Form, Scheme Rules, Member Enrollment Form, declaration and the Premium from the Policyholder as named in this Schedule.

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

Traditional Group Micro Term Insurance Plan

Name of the Policyholder _____

Address _____

Address _____

Pin code _____

POLICY NO.	
Product Name	Bajaj Allianz Life Jan Suraksha Yojna
UIN	116N138V01
Policy Commencement Date	
Frequency of Premium payment	

On Examination of the Policy, if the Policyholder notices any mistake in the above Schedule, the Policy Document is to be returned for correction to the Company.

Dated at PUNE this ___ Day of _____ 20__

For and behalf of Bajaj Allianz Life Insurance Company Limited (Company)

Authorized Signatory

Agents details:

Name:

License No.

Phone No:

Address:

E-mail:

To whom the Benefits are Payable: The Benefits are payable to the Beneficiary. The Members will have the facility of nominating the person to whom the policy proceeds will be payable by the Company.

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, 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/Member.

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:

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

Part B

It is now agreed and declared as follows:

1 Definitions & Abbreviations	
In this Policy where the context so admits, the masculine shall include the feminine, the singular shall include the plural and the following expressions shall (unless repugnant to the context) have the following meanings;	
a) Assurance	shall mean the Life Insurance Cover effected or to be effected HEREUNDER on the life of the Member.
b) Beneficiary	shall mean the person who has been appointed by the Member as nominee and whose name has been entered in the Membership Register maintained by the Policyholder as being eligible under the Scheme to receive the benefits payable under the Policy on the death of the Member.
c) Certificate of Insurance	means certificate issued by the Company on the basis of the details mentioned in the Member's enrolment form to each Member as an evidence of acceptance of risk on the life of the Member under the Policy.
d) Company	shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.
e) Date of Commencement of Risk	means the Entry Date as mentioned in the Certificate of Insurance from which the risk cover of the Member commences under the Policy.
f) Entry Date	shall mean the Policy Commencement Date in relation to the Members already existing as Members under the Scheme on the Policy Commencement Date and in relation to the new Members the date when their names are recorded in the Membership Register as a Member after due approval from the Company.
g) Goods and Service Tax	Goods and Service Tax" is charged based on type of policy communication address of Policy Holder. This may change subject to change in rate/state in address of the Policy Holder as on date of adjustment
h) Grace Period	shall mean period of fifteen (15) days for monthly and fortnightly frequency of Premium payment and thirty (30) days for other frequency of Premium payment, following the Premium Due Date, allowed for the payment of Premium.
i) "GST"	means Goods and Service Tax.
j) Life Insurance Cover	shall mean the Assurance cover provided against the risk of death to each Member under this Policy and shall be deemed to commence on the Entry Date of the respective Member.
k) Maturity Date	is the date as recorded in the Membership Register on which the Life Insurance Cover on the life of the Member under the Policy expires and the membership terminates automatically.
l) Member	shall mean a person whose name/s has been recorded in the Membership Register as a Member from a well defined date the Entry Date after due approval from the Company and on whose life the Life Insurance Cover under this Policy has been effected.
m) Member Anniversary Date	shall mean the date corresponding numerically with the Entry date of Member in each subsequent Policy Year.
n) Membership Register	is a record of Members maintained by the Policyholder which contains information about Members including but not limited to any unique identification number of Member, name, age, gender, Beneficiary, Sum Assured, Entry Date, Regular Premium/ Single Premium, Premium Due Date, Premium Payment Term, Policy Term of Members, Beneficiary and Maturity Date if any.
o) Policy	shall mean the arrangements established by the Policy Terms and Conditions.
p) Policyholder	shall mean the person or entity who has been named as the Policyholder in the Schedule
q) Policy Commencement Date	shall mean the date as from which this Policy takes effect.
r) Policy Term of Member	means the period between the Entry Date of a Member and the Maturity Date.
s) Policy Terms and Conditions	shall mean this Policy wording, the Schedule (which is attached herewith and forms part of this Policy and if revised then the latest one), any Annexure and the Proposal Form

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

s) Policy Terms and Conditions	submitted by or on behalf of the Policyholder for the purpose of obtaining this Policy and any other information or documentation like Scheme Rules, provided to the Company for that purpose and based upon which this Policy has been issued.
t) Policy Year	shall mean the year commencing on the Policy Commencement Date or on any Annual Renewal Date.
u) Premium	shall mean the amount that is payable by the Policyholder at Entry Date and on each subsequent Premium Due Dates to continue the Life Insurance Cover and secure the Benefits as per Section 3 below for each Member, under this Policy.
v) Premium Due Date	shall mean the date as mentioned in the Schedule and on which the due premium has to be paid for each respective Member/s.
w) Premium Payment Term	shall mean the term as recorded in the Membership Register during which the Premiums due for the Members under the Policy are to be paid.
x) Scheme Rules	shall mean the rules adopted by the Policyholder, and approved by the Company to run the scheme under Bajaj Allianz Life Jan Suraksha Yojna Plan to provide the Assurance to the Members, as a pre-requisite to the issuance of this Policy. A certified copy of the Scheme Rules has to be furnished to the Company by the Policyholder.
y) Sum Assured	is an amount as recorded in the Membership Register and as mentioned in the Certificate of Insurance, representing the amount of the Life Insurance Cover provided to the Member/s and based on which the Premium is calculated.

The terms '**Herein**' '**Herein After**' '**Hereafter**' '**Hereof**' '**Hereto**' and '**Hereunder**' used wherever in this Policy refer to the Policy in its entirety.

PART C

2. Policy Description

- a) The Policy is issued under a non-linked, non-participating regular/single premium group micro term assurance product.
- b) The Policy is available on Single Life basis only; and not available on joint life basis.
- c) The Sum Assured shall be payable on the death of the Member during the Policy Term of the Member.
- d) The Policy does not in any way confer any right whatsoever on the Policyholder to otherwise share in the profits or surplus of the business of the Company.
- e) In case of a Single Premium Policy, a Member can surrender his/her Policy for a surrender value as given in Section 3c).

3. Benefits

3.1 Provided all due Premiums have been paid before the expiry of the Grace Period and Membership of the Member has not lapsed requiring revival as per Section 9 below, the Company shall be liable to pay the following benefits, subject to Section 10, Section 11 and Section 18 below.

a) Death Benefit

- Provided the Life Insurance Cover on the Member is in-force, on death of the Member, the Sum Assured on death shall be payable, and all the risk cover with respect to the Member shall be terminated immediately.
- Sum Assured on Death is:

- a. For a regular premium Policy - Higher of [(i) 10 times Annualized Premium* or (ii) 105% of total premiums* paid as on date of death or (iii) Sum Assured]
- b. For a single premium Policy - Higher of [(i) 1.25 times of Single Premium* or (ii) 105% of total premiums* paid as on date of death or (iii) Sum Assured]

There is no minimum guaranteed Sum Assured on maturity, or any absolute amount assured on death (other than the Sum Assured), under the Policy.

**Annualized Premium/ Single Premium and total premium is exclusive of extra premium, GST*

b) Maturity Benefit

No maturity benefit shall be payable on the survival of the Member at the Maturity Date.

c) Surrender Benefit

1. Surrender of the Member's cover under the policy

- i. No surrender value is available under a regular premium Policy.
- ii. For a single premium policy, the Membership is allowed to be surrendered anytime but the surrender value is payable only after completion of one year.

The surrender value is as per the table below, where premium taken are excluding the extra premiums and GST on premiums.

Membership Surrender Year	Percentage of the Single Premium paid
1	40%
2	30%
3	20%
4	10%
5	0%

2. Policy Surrender

The Policyholder can surrender the Policy anytime. After the surrender, no new Members can be enrolled under the Policy. The existing members shall be given an option to continue the Membership as an individual policy under the same terms and policy conditions. Once opted the Life Insurance Cover under the Policy will be continued till the end of the original membership term (on payment of due Premiums as & when they fall due) and the Members will be directly serviced by the Company. The Policy will be endorsed to this effect and the Members will be intimated of the same.

3.2 Payments of Benefits

The Benefits under this Policy shall be paid to the Beneficiary directly or through the Policyholder for the benefit of the Beneficiary and the Policyholder agrees to pass on those Benefits to the Beneficiary.

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

3.3 Mode of payment of Claim, Currency and Discharge

All moneys payable to or by the Company hereunder shall be paid in Indian Rupees and the Life Insurance Cover effected hereunder shall also be expressed in Indian Rupees. A discharge or receipt of the Policyholder or on their behalf of any person or persons duly authorized in writing by the Policyholder shall be a valid and sufficient discharge to the Company in respect of any payment due hereunder and paid by the Company. The Policyholder hereby agrees to indemnify and hold the Company free and harmless from and against any claims, disputes or losses which may arise in connection with any payment made by the Company through the Policyholder under this Policy.

PART D

4. Free Look Period

Within 15 days of the receipt of this policy/Certificate of Insurance, the Policyholder/Member will have an option to review the terms and conditions of the policy and if the Policyholder/Member disagrees to any of the terms & conditions, he/she will have an option to return the policy / Certificate of Insurance stating the reasons for objections. The Policyholder/Member shall be entitled to a refund comprising of all premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the member was provided Life Insurance Cover and the expenses incurred by the Company on account of medical examination and stamp duty charges.

5. Eligibility

The Life Insurance Cover on the life of Member shall commence on the Entry Date of such Member subject to him being eligible for the Life Insurance Cover as per the Scheme Rules and subject to the individual underwriting as per the Board approved underwriting norms. Every Member shall become entitled to the Benefits under this Policy as from the Entry Date Any variations in the Policy Terms and Conditions effected hereunder and in respect of membership, after the Policy Commencement Date, shall be given effect only by endorsements and by a signature of a duly authorized Officer of the Company.

6. Loans

No loans are available under this Policy.

7. Payment of Premium

- a) Premiums in respect of all the Members are payable on Entry Date and on subsequent Premium Due Date or within the Grace Period allowed without there being any obligation on the Company to notify the Policyholder and/or the Member of the due dates.
- b) Where the Premiums have not been paid on the Premium Due Dates or even during the Grace Period, in respect of the Member, the Membership of such Member under the Policy shall, cease with effect from the Premium Due Date, subject to the Non Forfeiture condition as per Section 8 below.

8. Non-forfeiture

Regular Premium

- On non-payment of any premium, the cover provided under the policy for the said member would cease at the end of the Grace Period and no benefit under the policy shall be payable for the member.
- If the membership under the group policy continues, then cover can be revived within a revival period of 2 years from the date of first unpaid premiums but before the end of the Policy term of the member. The revival would be after paying all the due premiums with interest, subject to underwriting and at the terms agreed at the time of revival.

8. Revival of Policy

The life cover of the member under the Policy may be revived with the consent of the Company within two years from the date of first unpaid premium, subject to the receipt by the Company of the following:

- The application for revival is made within two (2) years from the due date of the first unpaid premium. The application should be submitted before the maturity date;
- The arrears of 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;

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

- The member furnishes, at his/her own expense, satisfactory evidence of health and continuity of insurability;
- The revival of the policy of the member may be on terms different from those applicable to the Member before it lapsed/became paid-up, based on prevailing board approved underwriting guidelines;
- The revival will take effect only on it being specifically communicated by the Company to the policyholder;
- The Company may revive or refuse to revive the policy of the member, based on the prevailing board approved underwriting guidelines. If the member is refused revival based on the board approved underwriting guidelines, the Company will refund the amount deposited for the purposes of revival of the policy.

On revival, all the benefits under the Policy which prevailed before the date of latest lapse will be reinstated.

10. When the Life Insurance Cover ceases for a Member

The Life Insurance Cover on the life of a Member shall cease on the happening of any of the following events:

- The date on which surrender value is paid for single premium policies.
- The date of surrender in case of regular premium policies.
- On the maturity date of membership.
- On death of the Member.
- At the end of the Grace Period, in case of non-payment of regular Premium during the term of the Policy.

PART E

CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc

Not Applicable

PART F General Conditions

11. Suicide Exclusions

In case of death due to suicide within 12 months:

- a) From Date of Commencement of Risk, the nominee or Beneficiary of the member shall be entitled to at least 80% of the premiums paid and the contract of insurance for that member shall be terminated, provided the policy is in force or
- b) From the date of revival of the policy/membership the nominee or Beneficiary of the member shall be entitled to an amount which is higher of 80% of the premiums paid till the date of death or the surrender value, if any as available on the date of death and the contract of insurance for that member shall be terminated.

12. Contract Conditions

- a) The Company reserves the right to vary from time to time the Policy Terms and Conditions of this Policy for new Members upon sending to the Policyholder three (3) months prior notice in writing, of its intention to do so and any such variations will thereafter apply as may be so provided in such notice of variation.
- b) The Policyholder shall furnish to the Company all such data, information or evidence as the Company may reasonably require upon or with regard to any matter affecting the Life Insurance Cover effected or to be effected herein under and the Company shall not be liable for any action taken in good faith upon any data, information, or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate. Such of the Policyholder's records in original (or certified Photostat copies thereof) as in the opinion of the Company have a bearing on the benefits to be provided or the Premiums payable hereunder shall be open for inspection by the Company at all times.
- c) It is hereby expressly agreed between the Policyholder and the Company that this Policy is effected in accordance with the provisions of the Scheme Rules and in the event of the Rules being amended such amendments, if they have any bearing on or affect in any way, the Policy Terms and Conditions or any of the Life Insurance Cover effected hereunder, shall become effective only if the said amendments are approved by the Company on such terms as the Company may stipulate. Any alteration or amendment that may become necessary in the Policy Terms and Conditions on account of any amendment or alteration, approved by the Company in the provisions of the Scheme Rules shall be given effect to by appropriate endorsements to the Policy signed by an authorized Officer of the Company. In case of any discrepancy between the provisions of the Scheme Rules and the Policy Terms and Conditions, the provisions as contained in the Policy Terms and Conditions shall prevail.

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

- d) It is hereby further expressly agreed between the Policyholder and the Company that all disputes of any kind whatsoever which may arise under or in connection with this Policy shall be submitted to the appropriate Court or Courts having jurisdiction at Pune, India.
- e) The Company shall have the right to stop adding any new Member under the Policy by sending not less than ninety (90) day's advance notice to the Policyholder in writing.
- f) The Membership Register as per the annexure to proposal form has to be updated by the Policyholder for all additions and deletions and send the Company the updated data through CD or hard copy for updating the Company's records.

13. 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.

All Benefits payable under the Policy are subject to the tax laws and other financial enactment as they exist from time to time. GST, education cess or any other form of tax are payable under the Policy as per tax laws and other financial enactments as they exist from time to time. Such monies will be charged to the Policyholder as per prevailing rates and regulations wherever applicable as per Company Policy.

All provisions stated in this Policy are subject to the current guidelines issued by the IRDAI as on date. All future guidelines that may be issued by the Regulator from time to time will also be applicable to this Policy.

14. Taxes

In any case where the Company is liable to the Revenue Authorities for Income-Tax or any other taxes or duties or any payments made under this Policy, the Company shall deduct such sums from the respective payment or Premiums and the Company shall not be liable to the Member or to the Policyholder for the sums so deducted. The Company shall be entitled to charge GST and other taxes as applicable from time to time, over and above the Premium, and no separate communication shall be sent by the Company to the Policyholder and/or the Members regarding imposition of any new tax or change in the rate of existing taxes. Premium shall be excluding applicable taxes.

15. Notices

Any notice, direction or instruction to be given under this Policy shall be in writing and delivered by hand, post, facsimile or E-mail to:

- a. The Member/Policyholder:
 - 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 to the address or communication/ correspondence details specified by the Policyholder in the Enrollment/Proposal Form or as per subsequent most recent change of address and/or communication/correspondence details intimation submitted by them to the Company.
 - ii) The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's/Member's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder/Member 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,
GE Plaza, Airport Road, Yerawada, Pune – 411 006
Toll Free No. 1800 209 7272 | Fax: 020-6602-6789
e-mail: customercare@bajajallianz.co.in

The Policyholder must ensure that he 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 the Policy.

16. Waiver

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

17. Modifications

The provision of this Policy cannot be changed or varied except by a Policy endorsement signed by an officer of the Company authorized for the purpose.

18. Payment of claim

Upon death of the Member, the claim benefit under Section 3 above becomes payable to the Beneficiary either directly or through the Policyholder subject to the Policy Terms and Conditions and the Company's right to receive all information and documentation sought which includes but not limited to following:

- Membership Certificate issued by the Policyholder.
- Claim intimation should be received in writing within 180 days of occurrence of death. However, claims filed beyond such a period will be considered if there is a valid reason for the delay.
- Death Certificate issued by the local municipal authority and medical cause of death certification.
- Medical records from the physician last seen.
- Coroner's / Post Mortem Report / FIR (First Information Report) / PIR (Police Inquest Report) / Final Inquest Report in case of unnatural / accidental death.
- Copy of crematorium/burial record specifying the date, day and time of cremation/burial.
- Documents to establish right of claimant in case of no valid nomination being in existence at the time of death.
- Report from police in case of Accident/unnatural death.
- Any other document that may be relevant in establishing the validity of the claim.

Upon payment of death benefit, the Life Insurance Cover on the life of the Member shall cease and the Membership shall be terminated.

19. Assignment

Assignment of benefits secured under a Membership should 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 for reference]

20. 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 is enclosed in Annexure – BB for reference]

21. 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 for reference]

22. General Terms and Conditions

These Policy Terms and Conditions override and supersede all prior communications, arrangements, agreements and understandings between the Policyholder and Bajaj Allianz Life Insurance Company Limited. In all events, these Policy Terms and Conditions will be the conclusive agreement governing the legal relationship between the parties and no other documents, even if executed, will have any effect whatsoever and will not bind Bajaj Allianz Life Insurance Company Limited.

Policy Document, terms and conditions of the Policy and all the endorsements by the Company, if any, will form an integral part of this contract and will be binding on the parties

PART G

23. Grievance Redressal

In case you have any query or complaint/grievance, you may contact the Grievance Officer of any nearest Customer Care Center 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., GE Plaza, 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 10 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:

Bajaj Allianz Life Jan Suraksha Yojna

A Micro Group Term Insurance Plan

UIN: 116N138V01

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: 1800-233-7272 | Fax: (+91 20) 40111502, Email ID: customercare@bajajallianz.co.in

If 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, By Email: complaints@irda.gov.in

By post at: Consumer Affairs Department Insurance Regulatory and Development Authority of India 9th floor, United India Towers, Basheerbagh, Hyderabad – 500029, Andhra Pradesh

By Fax at: +91-40-66789768

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

24. 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) Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
 - ii) Delay in settlement of claim
 - iii) Dispute with regard to premium
 - iv) Non-receipt of your insurance document
- b) The address of the Insurance Ombudsman is provided as per Address & Contact Details of Ombudsman Centres attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at http://www.irdaindia.org/ins_ombusman.htm.
- c) The complaint should be made in writing and duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- d) Also please note that as per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made.
 - i) Only if the grievance has been rejected by the grievance redressal mechanism of the Company.
 - ii) The complaint should be filed within a period of one year from the date of rejection by the Company.
 - iii) The complaint should not be simultaneously under any litigation.

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:

AHMEDABAD	Office of the Insurance Ombudsman, 6 th Floor, Jeevan Prakash Bldg., Tilak Marg, Relief Road, Ahmedabad - 380001. Tel no's: 079-25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in.	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 th Main Road, JP Nagar, 1 st Phase, Bengaluru - 560 025, Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in.	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd 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	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751009, Tel.: 0674 - 2596003/ 2596455 Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in.	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O.No.101,102 & 103, 2 nd Floor, Batra Building, Sector 17-D, Chandigarh-160017, Tel.:0172-2772101/2706468 Fax: 0172-2708274, Email:bimalokpal.chandigarh@ecoi.co.in.	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018, Tel.: 044 - 24333668/ 24335284 Fax: 044 - 24333664, Email:bimalokpal.chennai@ecoi.co.in.	Tamil Nadu, Pondichery Town and Karaikal (Which are part of Pondichery)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002 Tel.: 011 - 23234057/23232037 Fax: 011 - 23230858, Email: bimalokpal.delhi@ecoi.co.in.	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001 (ASSAM), Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in.	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1 st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004, Tel.: 040 - 65504123/ 23312122 Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in.	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondichery
JAIPUR	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
ERNAKULAM	Office of the Insurance Ombudsman, CC 22/2603 2 nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G.Road, Ernakulam - 682015, Tel.: 0484 - 2358759/2359338 Fax: 0484 - 2359336, Email:bimalokpal.ernakulam@ecoi.co.in.	Kerala, Lakshadweep, Mahe -a part of Pondichery
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 th Floor, 4, C.R. Avenue, KOLKATA - 700 072, Tel.: 033 - 22124339 / 22124346, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in.	West Bengal, Bihar, Sikkim, Jharkhand Andaman & Nicobar Islands
MUMBAI	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400054, Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in.	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2 nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030, Tel.: 020 - 32341320, Email: bimalokpal.pune@ecoi.co.in.	Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region
PATNA	Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti, Road, Bahadurpur, PATNA - 800 006, Tel No: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in.	Bihar
LUCKNOW	Office of the Insurance Ombudsman, 6 th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001, Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in.	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
NOIDA	Office of the Insurance Ombudsman, 4 th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector 15, NOIDA - 201301, Tel: 0120-2514250/51/53, Email: bimalokpal.noida@ecoi.co.in.	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kansiramnagar, Saharanpur

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 Term.Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the 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 7 and 8 (13 and 14 above) shall apply to all life insurance Policies maturing for payment after the commencement of The Insurance Laws (Amendment) Act, 2015 (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 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.]