UIN: 116N128V01

## **Bajaj Allianz Life Insurance Company Limited**

## Bajaj Allianz Young Assure Part A FORWARDING LETTER

Name of the Policyholder		
Address		
Dear		
Sub: Issuance of the Policy under applicat	ion for the life insurance policy towards Regular Premium plan da	ated
We would like to thank you for investing	g your faith in us. <b>Your policy requires Regular Premium</b>	ns to be paid for
which your Insurance Policy has been made any disclosures to the agent wh to the Company within 15 days of the	licy Document, a copy of the Proposal Form and document issued. This Policy is issued subject to section 45 of the Insich has not been included in the proposal form, you are requate of receipt of this policy failing which it shall be inferred according to your instructions wherein nothing has been con	surance Act, 1938. In case you have uested to intimate the same in writing that the disclosures made in the
Document Type	Specification of Documents provided	Identification No.
Proposal Form	Proposal Form	
Age proof		
Identity Proof		
Address Proof		
receipt of this Policy, you have the option to option to return the Policy stating the rea applicable taxes) paid, less the proportion expenses incurred by the Company on med	Policy is issued under the provisions of IRDAI Guidelines on Distar review the terms and conditions of the Policy and if you disagrees to sons for your objections. You shall be entitled to a refund comp ate amount of risk premium & Rider Premium, if any, for the perilical examination and stamp duty.  w mentioned address and we assure and strive to provide you the b	o any of the terms & conditions, you have an rising the all Regular Premium (excluding od the Life Assured was on cover and the
Authorised Signatory		
Head- Underwriting		
FOR BAJAJ ALLIANZ LIFE INSURANCE C	COMPANY LTD.	
Toll Free Numbers: 1800 209 7272		

Regular Premium	Decrease in Annual Premium, if any
Non-payment of regular premium and forfeiture, if any	Termination

Disclaimer: In case of dispute, English version of policy bond shall be final and binding.

Please read policy document, especially following clauses on

Bajaj Allianz Young Assure A Non-Linked Traditional Plan UIN: 116N128V01

Name of the Policyholder

### **Preamble**

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

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**

# Participating Non Linked Endowment Plan Regular Premium

Address			
Address			
Address			
Pin code			
Gender		Date of Birth	
Age at Entry		Age	
Name of the Life Assured		1	
Policy No.		Product Name	Bajaj Allianz Young Assure
Product Code		Policy Commencement Date	
Unique Identification No:	116N128V01	Date of Birth	
Date of Commencement of Risk		Age	
Age		Gender	
Regular Premium (₹)		Policy Term	Years
Annual Premium* (₹)		Premium Paying Term	Years
Sum Assured		Sum Assured on Death	
Guaranteed Death Benefit	105% of sum of	Death Benefit	Sum Assured on Death
	Regular Premiums* paid	Maturity Date	
Guaranteed Maturity Benefit			Guaranteed Maturity Benefit +
Premium Payment Frequency		Maturity Benefit	Guaranteed Addition + Vested Bonus
Due Date of Last Premium			
Due Dates of Premium			
	1		

#### **Details of the Nominee**

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

<sup>\*</sup> Excludes any extra premium, Rider Premium and applicable GST.

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Additional Rider Benefits / UIN		Name of the Rider Life Assured	Date of Commencement of Rider	Rider Premium Paying Term	Rider Term	Rider Maturity Date	Sum Assured	Rider Premiun
Bajaj Allianz Accidental Death Benefit Rider / (UIN: 116B034V01)								
Bajaj Allianz Accidental Permanen Disability Rider / (UIN: 116B036V0								
Bajaj Allianz Critical Illness Benefit (UIN: 116B035V01)	t Rider/							
Bajaj Allianz Family Income Benefi (UIN:116B037V01)	it /							
Bajaj Allianz Waiver of Premium B (UIN: 116B031V01)	enefit Rider/							
Sales Representative Details					'			
Name			C	ode				
Address								
Phone Number			e-N	/lail ld				
To whom the Benefits are Payable: Deen registered by the company (in acc who should take out representation to	cordance with s	ection 39 of the	Insurance Act 1938),	or the executors,	adminis	strators or th	e legal rep	resentative
monies payable under this Policy. The Policy shall be subject to and gove made from time to time and all these sha				th the Schedule of	containe	d herein an	d endorser	nents if any
All taxes, including GST tax, either exis such taxes shall be the responsibility of	ting or those tha	t may apply in fu		cements of existi	ng taxes	s) will be cha	arged extra.	Payment of
Bajaj Allianz Life Insurance Company d for any income tax or other tax rebate or		any warranty or	assurance that the Po	olicyholder will be	, by virt	ue of purcha	sing this Po	olicy, eligibl
Signed on behalf of Bajaj Allianz Life Ins	surance Compai	ny Limited for Po	licy No					
Issued on								
Authorised Signatory:								

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#### Part B

#### **DEFINITIONS & ABBREVIATIONS**

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

- 1) Definitions & Abbreviations:
- a. "Accidental Permanent Total Disability" means disability of the Life Assured as a result of bodily injury caused by an accident (a sudden unforeseen and involuntary event caused by external and visible means) and such injury shall within 180 days of its occurrence solely, directly and independently of any other cause, result in the Life Assured's disability which must be total and permanent, and must result in at least one of the following:
  - (i) Loss of sight in both eyes; (ii) Loss of both arms or both hands; (iii) Loss of one arm and one leg; (iv) Loss of one arm and one foot; (v) Loss of one hand and one foot; (vi) Loss of one hand and one leg; (vii) Loss of both legs; (viii) Loss of both feet; (ix) Removal of the lower jaw.

If the disability is due to amputation/dismemberment, the loss of hand will mean amputation/dismemberment above wrist, the loss of arm will mean amputation/ dismemberment above elbow, the loss of feet will mean amputation/dismemberment above ankle and the loss of leg will mean amputation/dismemberment above knee.

If the disability is not due to amputation/dismemberment, the loss will mean loss of usage of both limbs and the limbs should have motor power grade 0/5, 1/5 or 2/5 only.

Loss of both eyes means total loss of vision in both eyes, certified by an ophthalmologist.

- b. "Age" means age as at last birthday.
- c. "Annualised Premium" means the total amount of Regular Premiums payable in a Policy Year. In this calculation any extra premium, Rider Premium or applicable taxes are excluded.
- d. "Business Day" is the common working day of the Corporate Office of the Company.
- e. "Company" refers to BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
- f. "Date of Commencement of Risk" means the date specified in the Schedule (unless the Policyholder is informed otherwise by the Company) from which the risk cover of the Life Assured commences under the Policy.
- g. "Death Benefit" is the benefit payable on the death of the Life Assured. The details are as given in Section 4b) below.
- "Financial Year" means the year starting from 1st April of a year and ending on 31st March of the next year.
- "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.
- j. "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.
- k. "GST" means Goods and Service Tax.
- "Guaranteed Death Benefit" is 105% of the sum of all Regular Premiums paid. In this calculation any extra premium, Rider Premium or applicable taxes are excluded.
- m. "Guaranteed Addition" are attached to the Policy on the Maturity Date. The details are as given in Section 4d) below
- n. "Guaranteed Maturity Benefit" is the amount as specified in the Schedule.
- o. "IRDAI" means the Insurance Regulatory and Development Authority of India.
- "Life Assured" means the person named as the Life Assured in the Schedule whose life is assured under this Policy.
- q. "Maturity Benefit" is the benefit payable on the Maturity Date. The details are as given in Section 4c) below.
- r. "Maturity Date" means the date specified in the Schedule on which the Maturity Benefit as per Section 4c) below shall become payable to the Policyholder.
- s. "Nominee" means the person who has been nominated in writing to the Company by the Policyholder, who is entitled to receive the Death Benefits under the Policy as mentioned in Section 4b) below.
- "Paid-up Guaranteed Addition" is the reduced value of the Guaranteed Addition arrived at by multiplying the Guaranteed Addition with the proportion

- of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy.
- u. "Paid-up Guaranteed Maturity Benefit" is the reduced value of the Guaranteed Maturity Benefit arrived at by multiplying the Guaranteed Maturity Benefit with the proportion of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy.
- v. "Paid-up Sum Assured on Death" is the reduced value of the Sum Assured on Death arrived at by multiplying the Sum Assured on Death with the proportion of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy.
- w. "Paid-up Sum Assured" is the reduced value of the Sum Assured arrived at by multiplying the Sum Assured with the proportion of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy.
- x. "Policy" means the arrangements established by the Policy Document.
- y. "Policy Anniversary" means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.
- "Policy Commencement Date" means the date of commencement of the Policy as specified in the Schedule.
- aa. "Policy Document" means this Policy wording and that of the Additional Rider Benefits, if any, 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.
- bb. "Policyholder" means the adult person named in the Schedule who has concluded the Policy with the Company.
- cc. "Policy Term" means the period between the Policy Commencement Date and the Maturity Date, as specified in the Schedule.
- dd. "Policy Year" means the year commencing on the Policy Commencement Date or a Policy Anniversary thereof.
- ee. "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.
- ff. "Premium Paying Term" means the period specified in the Schedule during which the Regular Premium is payable.
- gg. "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.
- hh. "Regular Premium" means the amount exclusive of applicable taxes, if any, 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. The Regular Premium includes any Rider Premium, and any extra premium (which will be informed to you, if applicable).
- ii. "Sum Assured" is the amount as specified in the Schedule under the Policy.
- ij. "Sum Assured on Death" is the amount as specified in the Schedule under the Policy and is the higher of:
  - (i) Guaranteed Maturity Benefit or (ii) The Sum Assured
- kk. "Surrender Benefit" means the benefit, if any, payable on the surrender of the Policy. The details are as given in Section 9 below.
- II. "Vested Bonus" is the amount of compound reversionary bonus already attached with the Policy, based on the rates of compound reversionary bonus declared by the Company in the past for this plan at the end of each Financial Year.

#### Part C

- 2) Policy Description
- This Policy is a non-linked, participating, regular/limited premium payment endowment plan.
- The plan provides Accidental Permanent Total Disability cover, Death Benefit, Guaranteed Addition, Vested Bonus & terminal bonus; Maturity Benefit and Surrender Benefit.
- c) The Policy enables the Policyholder to receive the Bonus, in the manner, amount and timing as declared by the Company, as per the relevant IRDAI Regulations, 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 Premium
- Regular Premium, including applicable taxes, is payable in full on the premium due dates specified in the Schedule or within the Grace Period allowed, during the Premium Paying Term.

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- b) The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- c) The Company will not accept any amount less than the Regular Premium along with applicable taxes, if any, due as the Regular Premium.
- d) Where the Regular Premium along with applicable taxes, if any, in full has not been paid even within the Grace Period, the Policy shall be subject to the "Non-payment of Regular Premium and Forfeiture" condition(s) as per Section 6 below.
- 4) Policy Benefits
- a) Accidental Permanent Total Disability Cover

On the occurrence of Accidental Permanent Total Disability of the Life Assured during the Premium Paying Term and before the Maturity Date, subject to Section 6, Section 7, Section 8, Section 12 and Section 23 below, provided the Policy has not been terminated per Section 16 below,

- i) if the Policy is in-force as on the date accidental permanent total disability and all the due Regular Premiums have been paid in full, all future Regular Premiums due under the base Policy will be waived and the Policy will continue in-force till the Maturity Date. The Policy will be eligible for future reversionary bonus (if any), Guaranteed Addition and terminal bonus (if any) on their due date/s.
- If the Policy is a lapsed/paid-up [as per Section 6 below], nothing is due under the Policy.
- b) Death Benefit

On the death of the Life Assured before the Maturity Date, subject to Section 6, Section 7, Section 8, Section 12 and Section 23 below, provided the Policy has not been terminated per Section 16 below, Company shall pay the following benefit to the Nominee/Policyholder.

- i) If the Policy is in-force as on the date of death and all the due Regular Premiums have been paid in full, Sum Assured on Death. The minimum Death Benefit is subject to the Guaranteed Death Benefit. All future Regular Premiums due under the Policy will be waived and the Policy will continue inforce till the Maturity Date. The Policy will be eligible for future reversionary bonus (if any), Guaranteed Addition and terminal bonus (if any) on their due date/s.
- If the Policy is a paid-up [as per Section 6b) below], Paid-up Sum Assured on Death shall be payable and the Policy will continue till the end of the Policy Term.
- If the Policy is lapsed [as per Section 6a) below], no Death Benefit shall be payable.
- c) Maturity Benefit

On the Maturity Date, provided the Policy has not been terminated per Section 16 below, the Company shall pay the following benefit to the Policyholder.

- If the policy is in-force as on the Maturity Date and all the due Regular Premiums have been paid in full or if Regular Premiums have been waived in the Policy [as per Section 4a) and Section 4b) above], the amount of Maturity Benefit is Guaranteed Maturity Benefit (GMB) Plus Guaranteed Addition (GA) Plus Vested Bonus (VB) Plus Interim Bonus (IB), if any, plus Terminal Bonus, if any.
- If the Policy is a paid-up [as per Section 6 b) below] as on the Maturity Date, Paid-up Guaranteed Maturity Benefit Plus Paid-up Guaranteed Addition plus Vested Bonus already attached as on date of paid up (if any).
- If the Policy is lapsed [as per Section 6a) below], no Maturity Benefit shall be payable under the Policy.
- iv. The Maturity Benefit (if any) shall be payable as per the cash instalment option detailed below. The cash instalment will be in annual instalments over a period of three (3), five (5) or seven (7) years, based on the Policyholder's/Nominee's choice.
- (1) The first instalment will on the Maturity Date. The first instalment will be equal to Guaranteed Addition or Paid-up Guaranteed Addition (as the case may be) plus Vested Bonus plus Interim Bonus and
- (2) The 2nd & subsequent annual instalments will be a percentage (as given in the table below) of the Guaranteed Maturity Benefit or Paid-up Guaranteed Maturity Benefit (as the case may be). The annual instalments are as given below:

Cash Installment	Annual Instalment in Year					
Option	2	3	4	5	6	7
Option I (3 yrs)	50%	55%				
Option II (5 Yrs)	22%	25%	28%	34%		
Option III (7 yrs)	12%	15%	18%	20%	23%	25%

- v. Terminal bonus (TB), if any, will be paid along with the final cash instalment.
- The risk cover under the Policy will cease on the Maturity Date but the Cash Instalments due will continue to be paid.

- d) Guaranteed Additions
- The Guaranteed Addition will be attached to the Policy at the end of each Policy Term.
- The Guaranteed Addition (GA), expressed as a percentage of the Guaranteed Maturity Benefit, are as given below:

PPT (in years)	5	7	12	15	20
GA %	15%	25%	40%	60%	90%

e) Bonus

The Company will carry out annual valuation (as per the applicable IRDAI regulations) at the end of each Financial Year and may declare following bonuses for the participating policies.

- i) Compound Reversionary Bonus: This is a regular bonus rate expressed as a percentage of the Guaranteed Maturity Benefit. This percentage will be applied to the Guaranteed Maturity Benefit and the Vested Bonus under the Policy to determine the amount of reversionary bonus to be added to the Policy at the end of that Financial Year. The Compound Reversionary Bonus is added to the Policy at the end of that Financial Year provided all the due Regular Premiums under the Policy are paid up to date.
- ii) Interim Bonus: In the event of death claim or Maturity Benefit part way through a Financial Year or before the valuation result is declared, the Company shall pay interim bonus, as decided by the Company at the previous valuation date, which will be in the proportion to the Regular Premium paid during that Financial Year.
- iii) Terminal Bonus: If the Policy has completed ten (10) Policy Years and all due premiums have been paid, the Company will pay a Terminal Bonus, as declared, as a percentage of the Guaranteed Maturity Benefit. Such terminal bonus is payable as part of the Maturity Benefit.

Part D

5) Free Look Period

Within 15 days [thirty (30) days in case this Policy is issued under the provisions of IRDAI Guidelines on Distance Marketing of Insurance Products] of the receipt of this Policy, the Policyholder has the option to review the terms and conditions of the Policy and if the Policyholder disagrees to any of the terms & conditions, he has an option to return the Policy stating the reasons for his objections. The Policyholder shall be entitled to a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium & Additional Rider Benefit premium, if any, for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty.

- 6) Non payment of Regular Premium and Forfeiture
- a) If a Regular Premium due has not been paid in full before the expiry of the Grace Period during the first Policy Year under a Policy with Premium Paying Term less than ten (10) years or during the first two (2) Policy Years, under a Policy with Premium Paying Term greater than or equal to ten (10) years, the Policy will, immediately and automatically, be converted to a lapsed policy at the expiry of the Grace Period and no benefit will be available under the Policy. If the Policy is not revived by the end of the revival period of two (2) years from the due date of first unpaid Regular Premium, the Surrender Benefit will be paid and the Policy will be terminated immediately.
- b) If the Regular Premiums due for first Policy Year under a Policy with Premium Paying Term less than ten (10) years or due for the first two (2) Policy Years under a Policy with Premium Paying Term greater than or equal to ten (10) years are paid and subsequent Regular Premiums are not paid, the Policy will, immediately and automatically, be converted to a paid-up policy on the expiry of the Grace Period and the conditions mentioned below will be applicable.
- All originally specified benefits will cease. The Sum Assured, Sum Assured on Death, Guaranteed Maturity Benefit and the Guaranteed Addition under the Policy will be reduced to the Paid-up Sum Assured, Paid-up Sum Assured on Death, Paid-up Guaranteed Maturity Benefit and Paid-up Guaranteed Addition respectively.
- The Vested Bonus as on the date of paid up will remain attached to the Policy but no further Bonus will accrue under the Policy that is paid-up.
- c) The Policyholder may revive the lapsed or paid-up Policy during the revival period of two (2) years from the due date of first unpaid Regular Premium, subject to the conditions per Section 7 below.
- 7) Reviva
- a) If the Policy is lapsed or has become paid-up [as per Section 6 above] due to non-payment of due Regular Premium, the Policy can be revived by the Policyholder anytime during the revival period, subject to the conditions mentioned below:
- The application for revival is received within the revival period two (2) years from the due date of the first unpaid Regular Premium.

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- The arrears of Regular Premiums together with interest (as decided by the Company) along with applicable taxes are paid.
- The Policyholder furnishes, at his own expense, satisfactory evidence (as decided by the Company) on health of the Life Assured and continuity of insurability.
- iv) The revival of the Policy may be on terms different from those applicable to the Policy before it was lapsed/became paid-up, based on the prevailing Board approved underwriting norms of the Company. The Company may revive or refuse to revive the Policy based on the prevailing Board approved underwriting norms of the Company. If the Policy is refused revival, the Company will refund the amount deposited for the purposes of revival of the Policy.
- The revival of the Policy will take effect only on it being specifically communicated by the Company to the Policyholder.
- b) On revival, the Sum Assured, Sum Assured on Death and Guaranteed Maturity Benefit under the Policy which prevailed before the date of latest lapse/paid-up will be reinstated. All Compound Reversionary Bonus, if any, due during the lapse/paid-up period will be added/attached to the Policy.
- 8) Foreclosure

If loan has been taken under the Policy, the Policy is paid-up [as mentioned in Section 6) above] and if at any time the loan outstanding plus interest-on-loan exceeds the Surrender Benefit available then under the Policy, the Policy will be immediately and automatically foreclosed after sufficient notice [as mentioned in Section 11f) below] and no further benefits will be available under the Policy.

Surrender Benefit

Provided the Policy has not already been terminated as per Section 16 below, the Policy will acquire Surrender Benefit and can be surrendered by the Policyholder at any time, provided at least one (1) full year's Regular Premiums have been paid under a Policy with the Premium Paying term less than 10 years or at least two (2) full years' Regular Premiums have been paid under a Policy with the Premium Paying term greater than or equal to 10 years.

- The Surrender Benefit payable will be the higher of the guaranteed surrender value (GSV) or the special surrender value (SSV).
- The GSV will be a proportion of Regular Premiums paid (referred to as GSV1) plus GSV of Vested Bonus (referred to as GSV2).
- (1) The GSV1 proportion of the Regular Premiums paid is as given in the table below. The extra premiums and/or Rider Premium paid, if any, and any applicable taxes will be excluded in this calculation.

Policy Surrender	Proportion of the Regular Premiums paid till date				
Year	PPT Less Than 10 Years	PPT 10 Years or More			
1	10%	-			
2	15%	15%			
3	30%	30%			
4 to 10	50%	50%			
11 to 15	55%	55%			
16 & above	60%	60%			

- (2) The GSV2 factors to be applied on the Vested Bonus are as given in Annexure 1.
- (3) GSV1 and GSV2 are guaranteed throughout the Policy Term.
- iii) The SSV will be arrived at by sum of the amount of SSV1, SSV2 and SSV3 by using three (3) SSV factors, viz., SSV1 Factor, SSV2 Factor & SSV3 Factor respectively.
- (1) The SSV1 will be arrived by multiplying the Paid-up Sum Assured on Death with the appropriate SSV1 Factor (as given in Annexure III), as on date of surrender
- (2) The SSV2 will be arrived by multiplying the Paid-up Guaranteed Maturity Benefit plus Paid-up Guaranteed Addition with the appropriate SSV2 Factor (as given in Annexure III), as on date of surrender.
- (3) The SSV3 will be arrived by multiplying the Vested Bonus with the appropriate SSV2 factor (as given in Annexure III), as on date of surrender.
- iv) SSV1, SSV2 & SSV3 factors are not guaranteed and the Company shall revise the factors from time-to-time, subject to IRDAI approval.
- v) The Policy will terminate on the date of surrender.
- 10) Flexibilities
- a) Alteration of Premium Payment Frequency

The Premium Payment Frequency may be changed at any time during the

Premium Paying Term, provided the existing & requested Premium Payment Frequencies can be aligned and subject to minimum Regular Premium allowed with respect to each Premium Payment Frequency under the plan. Monthly Premium Payment Frequency is allowed only by salary deduction schemes & through ECS.

b) Maturity Benefit in a Lump-sum

The Policyholder/Nominee will have the option to take the Maturity Benefit (including any terminal bonus as on the Maturity Date) in a lump-sum. The same needs to be informed to the Company at least 3 months before the Maturity Date.

Policy Loans

The Policy holder can take future loan under the Policy, provided the Policy has acquired Surrender Benefit.

- The maximum amount of loan will be equal to 90% of the amount of Surrender Benefit available as on the date of loan.
- b) The loan rate of interest applicable on the loan amount will be decided by the Company from time to time.
- The Policyholder can repay part or full amount of loan interest there-under at any time during the Policy Term.
- d) If surrender or maturity of the Policy takes place during the subsistence of loan than any loan and/or loan-interest outstanding as on the date of surrender or on the Maturity Date, will be recovered from the Surrender Benefit or Maturity Benefit, as applicable.
- e) In the case of Maturity Benefit, any loan and/or loan-interest outstanding as on the Maturity Date will be deducted from the Guaranteed Addition plus Vested Bonus plus Interim Bonus, if any, and, then, if any remaining loan amount, from the Guaranteed Maturity Benefit. The remaining Guaranteed Maturity Benefit will be paid in annual installments from the 2nd year from the Maturity Date.
- f) Notwithstanding what has been mentioned in Sub-Section c) above, any time during the Policy Term, if the outstanding loan plus loan interest becomes equal to the Surrender Benefit available under the Policy as on that date, the Policyholder will be informed of the same with a 30-days advance notice.
- g) If under a Policy that is paid-up [as per Section 6b) above], the full or part of the loan and/or loan interest is not repaid within the above mentioned notice period, the Policy will be foreclosed automatically and immediately by adjusting the amount of Surrender Benefit to the outstanding loan plus loan-interest, without any requirement of further notice to the Policyholder and no benefits under the Policy will be payable.

Part E

CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc

Not Applicable

Part F

General Conditions

12)Exclusions

a)Suicide Exclusions

If the Life Assured commits suicide whether sane or insane, within one (1) year from the Date of Commencement of Risk or the date of the latest revival of the Policy, the Company's liability shall be limited to the extent of the amount mentioned below, whether or not any beneficial interest has been created therein. If the death due to suicide is within one (1) year

- From the Date of Commencement of Risk, the amount payable will be 80% of the Regular Premiums paid OR
- From the date of the latest revival, the amount payable will be the higher of 80% of the Regular Premiums paid and Surrender Benefit as on the date of death.

Any outstanding loan and loan interest will be deducted from the benefit payable.

The validity of the contract of insurance will be determined in accordance with the actual date of death of the Life Assured and not the date of intimation of death.

Other Exclusions

The Accidental Permanent Total Disability cover will not be available in the following situations:

- Disability as a result of the insured person committing any breach of law with criminal intent;
- Disability of insured person as a result of war, invasion, civil war, rebellion or riot;

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- Disability as a consequence of the insured person being under the influence of alcohol or drugs other than drugs prescribed by and taken in accordance with the directions of a registered medical practitioner;
- Disability as a result of the insured person taking part in any naval, military or air force operation;
- Disability as a result of the insured person participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- Disability of insured person as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger on a civilian airline plying on regular routes and according to a scheduled timetable;
- g) Disability of insured person as a result of attempted self injury whilst sane or insane
- Disability of insured person as a result of poison, gas or fume (voluntary or involuntarily, accidentally or otherwise taken, administered, absorbed or inhaled).
- 13) Age Proof
- a) The Regular Premium payable under the Policy is calculated on the basis of the Life Assured's Age and gender as declared in the Proposal Form. If the Life Assured's Age has not been admitted by the Company, the Policyholder shall furnish such proof of the Life Assured's Age as is acceptable to the Company and have the Age admitted.
- b) If the Age so admitted (the "correct Age") is found to be different from the Age declared in the Proposal Form, then, without prejudice to the Company's other rights and remedies including those under the Insurance Act 1938, the following actions shall be taken:
- If the correct Age is such as would have made the Life Assured uninsurable under this Policy, the plan of assurance shall stand altered to such plan of assurance as is generally granted by the Company for the Life Assured's correct Age, which will be subject to the terms and conditions as are applicable to that plan of assurance. If it is not possible to grant any other plan of assurance, the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
- ii) If the Life Assured's correct Age is higher than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured and the accumulated difference between the corrected Regular Premium and the original Regular Premium from the Policy Commencement Date up to the date of such alteration shall be collected from the Policyholder. If the Policyholder disagrees to pay the same, the Policy will be terminated with immediate effect by the Company and the Company shall make payment of a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
- iiii) If the Life Assured's correct Age is lower than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured from the next due date of Regular Premium. The Company shall refund of the excess premium received (which is the total of the difference between the original Regular Premium and the corrected Regular Premium from the Policy Commencement Date up to the date of such alteration).
- 14) Assignment

Assignment should be in accordance with provisions of section 38 of the Insurance  ${\sf Act}$  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]

15) 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]

16) Termination Conditions

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

- i) On full surrender of the Policy on receipt of valid documents for the same;
- ii) On the expiry of the revival period of 2 years from the date of first unpaid Regular Premium, if at least one (1) Policy Year's Regular Premiums are not paid under a Policy with Premium Paying Term less than 10 years or if at least

- two (2) Policy Years' Regular Premiums are not paid under a Policy with Premium Paying Term of 10 years or more.
- iii) On foreclosure, if at any time, in a Policy that is paid-up, the outstanding loan plus loan interest becomes greater than or equal to the Surrender Benefit available under the Policy and no payment is made even on the expiry of the notice as mentioned in Section 11f) above.
- On payment of all the due Cash Instalments (as per the option chosen) under the Policy
- On the Maturity Date, if the option to take the Maturity Benefit in a Lump-sum is exercised [as per Section 10b) above].
- 17) 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]

18) 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 Policyholder/Life Assured:
- 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/Life Assured's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder/Life Assured 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.

Electronic Transactions

Subject to Section 18 above, the Policyholder agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time with regard to all transactions and hereby agrees and confirms that all transactions (other than those requiring a written notice or communication under this Policy) effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

20) Currency

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

21) 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.

22) Modifications

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

UIN: 116N128V01

#### Payment of Claim

The Company shall be under no obligation to make any payment under Section 4a) above 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:

- Written notice as soon as possible and preferably within 180 days of the death of the Life Assured, and the circumstances resulting to the death of the Life Assured.
- ii) The claimant's proof of entitlement to receive payment under the Policy.
- iii) Original Policy Document.
- iv) Original death certificate of the Life Assured issued by a competent authority.
- v) Medical cause of death certificate from the doctor who last attended to the Life Assured or from the hospital in which the death occurred.
- vi) If the death is due to unnatural causes; a copy of First Information Report (FIR) and Post Mortem Report (PMR).
- vii) The Accidental Permanent Total Disability has to be certified by a medical practitioner
- viii) Any other document as asked for by the Company depending on the facts and circumstances of each case.
- ix) 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 of insurance, the Company may at its sole discretion, consider claims where the claimant is unable to submit required documents.
- 24) Loss of Policy Document
- a) If the Policy Document is lost or destroyed, then subject to Sub–Section c) below, at the request of the Policyholder, the Company, if satisfied that the Policy Document has been lost or destroyed, will issue a copy of the Policy Document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company will charge a fee for the issuance of a copy of the Policy Document.
- Upon the issue of a copy of the Policy Document, the original Policy Document will cease to have any legal effect.
- c) The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder, as it considers necessary before issuing a copy of the Policy Document.
- d) It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.
- 25) 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.

26) Taxation

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

27) 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. Any specific information given to the insurance agent at the time of solicitation of insurance business or negotiating the Policy and not incorporated in the Proposal Form on the basis of which this Policy has been issued, shall be deemed to have been concealed from the Company knowingly and deliberately by the Policyholder. 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.

Part G

#### 28) Grievance Redressal

In case you have any query or compliant/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:

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 | 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 – 500 029, Andhra Pradesh

By Fax at: +91-40-6678 9768

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

- 29) 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:
- 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 Address & Contact Details of Ombudsmen 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.
- 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
- Only if the grievance has been rejected by the grievance Redressal mechanism of the Company.
- 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.

## **Annexure II**

Bajaj Allianz Y	oung Assure - Surrender Factors to app	bly on vested bonus in Guaranteed Surrender Value C	alculation
OS Team		OS Team	
(nearest half-year duration)	GSV2 Factor	(nearest half-year duration)	GSV2 Factor
0.5	0.857143	10.0	0.034572
1.0	0.714286	10.5	0.029633
1.5	0.612245	11.0	0.024694
2.0	0.510204	11.5	0.021166
2.5	0.437318	12.0	0.017639
3.0	0.364431	12.5	0.015119
3.5	0.312370	13.0	0.012599
4.0	0.260308	13.5	0.010799
4.5	0.223121	14.0	0.008999
5.0	0.185934	14.5	0.007714
5.5	0.159372	15.0	0.006428
6.0	0.132810	15.5	0.005510
6.5	0.113837	16.0	0.004591
7.0	0.094865	16.5	0.003936
7.5	0.081312	17.0	0.003280
8.0	0.067760	17.5	0.002811
8.5	0.058080	18.0	0.002343
9.0	0.048400	18.5	0.002008
9.5	0.041486	19.0	0.001673

### Note:

- 1. OS Term (Outstanding term) to be calculated as the difference between (Maturity Date and date of surrender of Policy) divided by 365, rounded to nearest half-year duration.
- 2. GSV2 Factor will be applied on Vested Bonus in the Guaranteed Surrender Value calculation, and this will be additional over and above the GSV1.

## **Annexure III**

Outstanding		SSV1			SSV2			SSV3	
Policy Term	Po	olicy Term (Ye	ars)	Po	Policy Term (Years)		Po	olicy Term (Year	s)
(Years)	10	15	20	10	15	20	10	15	20
0.5	0.000469	0.000522	0.000665	0.969484	0.973934	0.978927	0.969484	0.969484	0.973485
1.0	0.000938	0.001044	0.001329	0.938967	0.947867	0.957854	0.938967	0.938967	0.946970
1.5	0.001374	0.001523	0.001928	0.910313	0.923160	0.937670	0.910313	0.910313	0.921861
2.0	0.001809	0.002002	0.002526	0.881659	0.898452	0.917485	0.881659	0.881659	0.896752
2.5	0.002214	0.002444	0.003066	0.854754	0.875033	0.898151	0.854754	0.854754	0.872974
3.0	0.002619	0.002885	0.003607	0.827849	0.851614	0.878817	0.827849	0.827849	0.849197
3.5	0.002995	0.003293	0.004096	0.802586	0.829415	0.860298	0.802586	0.802586	0.826680
4.0	0.003371	0.003702	0.004586	0.777323	0.807217	0.841779	0.777323	0.777323	0.804163
4.5	0.003719	0.004081	0.005032	0.753602	0.786176	0.824040	0.753602	0.753602	0.782841
5.0	0.004067	0.004459	0.005477	0.729881	0.765134	0.806302	0.729881	0.729881	0.761518
5.5	0.004387	0.004812	0.005884	0.707607	0.745190	0.789311	0.707607	0.707607	0.741327
6.0	0.004708	0.005165	0.006290	0.685334	0.725246	0.772320	0.685334	0.685334	0.721135
6.5	0.005001	0.005495	0.006664	0.664420	0.706341	0.756045	0.664420	0.664420	0.702014
7.0	0.005294	0.005825	0.007038	0.643506	0.687437	0.739770	0.643506	0.643506	0.682893
7.5	0.005557	0.006134	0.007383	0.623869	0.669518	0.724181	0.623869	0.623869	0.664786
8.0	0.005821	0.006442	0.007729	0.604231	0.651599	0.708592	0.604231	0.604231	0.646679
8.5	0.006055	0.006731	0.008049	0.585792	0.634614	0.693660	0.585792	0.585792	0.629532
9.0	0.006289	0.007019	0.008370	0.567353	0.617629	0.678728	0.567353	0.567353	0.612385
9.5	0.006492	0.007287	0.008670	0.550040	0.601530	0.664425	0.550040	0.550040	0.596148
10.0	0.006016	0.007556	0.008969	0.588865	0.585431	0.650122	0.588865	0.532726	0.579910
10.5	-	0.007804	0.009249	-	0.570171	0.636422	-	0.516469	0.564534
11.0	-	0.008053	0.009530	-	0.554911	0.622722	-	0.500212	0.549157
11.5	-	0.008280	0.009794	-	0.540446	0.609600	-	0.484948	0.534596
12.0	-	0.008507	0.010058	-	0.525982	0.596477	-	0.469683	0.520035
12.5	-	0.008711	0.010307	-	0.512271	0.583908	-	0.455350	0.506247
13.0	-	0.008915	0.010556	-	0.498561	0.571339	-	0.441017	0.492458
13.5	-	0.009095	0.010790	-	0.485565	0.559299	-	0.427559	0.479400
14.0	-	0.009275	0.011025	-	0.472569	0.547259	-	0.414100	0.466343
14.5	-	-	0.011244	-	-	0.535727	-	-	0.453978
15.0	-	-	0.011464	-	-	0.524195	-	-	0.441612
15.5	-	-	0.011668	-	-	0.513148	-		0.429903
16.0	-	-	0.011873	-	-	0.502102	-	-	0.418194
16.5	-	-	0.012060	-	-	0.491521			0.407105
17.0	-	-	0.012248	-	-	0.480941	-		0.396017
17.5	-	-	0.012416	-	-	0.470806	-		0.385516
18.0	-	-	0.012585	-	-	0.460671	-		0.375016
18.5	-	-	0.012732	-	-	0.450964	-	-	0.365072
19.0	-	-	0.012880		-	0.441256	-		0.355129
19.5	-	-	-	-	-	-	-	-	-

## Note:

- 1) SSV will be the sum of the amounts arrived at using the factors SSV1, SSV2 & SSV3
- 2) The SSV1, SSV2 & SSV3 will be applied on the paid-up sum assured on death; the paid-up guaranteed maturity benefit, paid-up GA; and the vested bonus as on the date of surrender, respectively.
- 3) OS Term (Outstanding term) to be calculated as the difference between (maturity date and policy surrender date) divided by 365, rounded to highest half-year duration.

## **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:

ioi 30 days, you may a	pproach the Office of Insurance Ombudsman, in line with the details provided hereinabove in the policy document, at the addresses giv	en below:
AHMEDABAD	Office of the Insurance Ombudsman,6 <sup>th</sup> 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 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> 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 <sup>nd</sup> 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, Bhubaneshwar – 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 <sup>nd</sup> 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, 4th 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, Pondicherry Town and Karaikal (Which are part of Pondicherry)
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, $5^{\text{m}}$ 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, 1st 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 Pondicherry
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 <sup>nd</sup> 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 Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 <sup>th</sup> 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 <sup>rd</sup> 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 <sup>nd</sup> 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, 1st 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, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001, Tel.: 0522 - 2231330 /2231331 Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in.	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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, 4th 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, 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

#### 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:

- This Policy may be transferred / assigned, wholly or in part, with or without consideration.

  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.
- 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.
- The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 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 there of certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the Company.
- Fee to be paid for assignment or transfer can be specified by the IRDAI through Regulations.
- 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. 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.
- 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
- 11
- In case of resusal 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.

  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 12. 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.
- Every assignment or transfer shall be deemed to be absolute assignment or transfere and the assignee or transferee shall be deemed to be absolute assignee or transferee, except where assignment or transfer is subject to terms and conditions of transfer or assignment OR 13
- b. where the transfer or assignment is made upon condition that
- 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 and the proceeding the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR and the Policyholder or Nominee(s) in the event of assignment of the Policyholder or Nominee (s) in the event of the Policyholder or Nominee (s) in the event of the Policyholder or Nominee (s) in the Event of the Po
- the Life Assured surviving the Policy Term. ii
  - 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.
- 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
- 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
- h
- may institute any proceedings in relation to the Policy 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

  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 15. 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:

- 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.
- 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.
- Nomination can be made at any time before the maturity of the Policy.
- 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.
- 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.

  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.

- Fee to be paid to the Company for registering change or cancellation of a nomination can be specified by the IRDAI through Regulations.

  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.

  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.
- 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. 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
- 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.
- 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). 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).
- 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.

  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 MWP Act, 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:

- 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 Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the date of latest revival of the Policy or (d) the Date of Commencement of Risk or (e) the Date of Commencement of Risk
- 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
- 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:
- The suggestion, as a fact of that which is not true and which the Life Assured or Policyholder does not believe to be true; The active concealment of a fact by the Life Assured or Policyholder having knowledge or belief of the fact; h
- Any other act fitted to deceive; and
- Any such act or omission as the law specifically declares to be fraudulent.
- 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.

  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.
- 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.

  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. 6.
- 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. 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.]