Bajaj Allianz Group Seva Plan UIN: 116N073V01
Policy Terms and Conditions
Group Policy No
issued under
Bajaj Allianz Group Seva Plan - SP
for the
Members of the (name of the Policyholder's scheme) Scheme of
<u>(Policyholder name)</u>
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### Schedule

Policy no. UIN: 116N073V01 Policyholder Registered Office Address Policy Commencement					
Date					
Additional Rider Benefit (Optional)  Life Insurance Premium	<ol> <li>(Group Accidental Death Benefit</li> <li>Group Accidental Permanent Total/Partial         Disability Benefit)     </li> <li>(Rs. k per thousand Sum Assured, separately</li> </ol>				
Rate	for death cover and rider cover, reviewable on 1st April every year)				
Scheme Administration Fee	<ul> <li>(i) &lt; &gt; % of Single Premium.</li> <li>(ii) &lt; &gt; % per annum of the Account Value deductible at the end of the financial year after adjusting the Account Value for the Investment Return.</li> </ul>				
(Hereinafter called the "Policyholder") have by a					

written Proposal Form dated \_\_\_\_\_\_ requested the Bajaj Allianz Life Insurance Company Limited (Hereinafter called the "Company") to grant the benefits of Life Insurance Cover and deposit administration, under Bajaj Allianz Group Seva Plan - SP and as per the Rules of the (.....name of the scheme....) 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 completed and signed by the Policyholder on behalf of the Members 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 the contract of the Insurance.

Dated at **PUNE** this \_\_\_Day of \_\_\_\_\_**20..** 

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

Authorized Signatory

It is now agreed and declared as follows:

#### 2. Definitions

In this Policy where the context so admits, the masculine shall include the feminine and the following expressions shall unless repugnant to the context have the following meanings;

'Account Value' in respect of each Member is the accumulated value of the Single Premiums in the Individual Account at the rate of Investment Return, as declared by the Company at the end of each Financial Year, less the Scheme Administration Fee and the Life Insurance Premium as appearing in the Schedule.

'Beneficiary' shall mean the person or persons who has / have been appointed by the Member as nominee or nominees and whose name and names have been entered in the Membership Register kept by the Policyholder as being eligible under the Scheme to receive the benefits payable under the Policy on the death of the Member..

'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 scheme of insurance.

'Company' shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.

'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.

**'Financial Year'** means the year starting from 1st April of a year and ending on 31st March of the next year.

**'Fund'** means investment fund created as per Section 10 below to manage the investment of the Single Premiums under Bajaj Allianz Group Seva Plan - SP.

'Individual Account' is an account maintained by the Company under this Policy for each individual Member to accumulate the Single Premium for each individual Member, at the rate of Investment Return as declared by the Company

subject to deduction of applicable Scheme Administration Fee, Life Insurance Premium.

'Investment Return' is the annualized rate of return on the Fund as determined by the Company as per its valuation of the Fund according to the Section10.2 below. The Investment Return of the Fund shall be declared and credited to the Individual Account at the end of each Financial Year.

'Life Insurance Cover' means the assurance cover provided against the risk of death to each Member and the Additional Rider Benefit as per Section 4.1(e) below, if opted so, under this Policy.

**'Life Insurance Premium'** shall mean the amount deducted from the Account Value by the Company in respect of each Member as on Entry Date and on  $1^{\rm st}$  April every year thereafter, to continue the Life Insurance Cover on the life of each individual Member.

'Market Value Adjustment (MVA)' is the adjustment in the Account Value as on date of closure of an Individual Account other than the closure on Maturity Date or due to the death of an Individual Member, by multiplying the Account Value by ratio of its market value to its value valued on the basis as prescribed by the Insurance Regulatory and Development Authority's rules and regulations for non-linked funds as applicable from time to time.

'Maturity Date' is the date as recorded in the Membership Register and as specified in the Certificate of Insurance when the Policyholder wishes the Individual Account of a Member to mature and completely withdraw the Account Value thereon followed by the closure of the Individual Account and termination of the Life Insurance Cover under the Policy.

'Member' shall mean a person who meets and continues to meet the eligibility criteria specified in the Rules of the Scheme and whose name has been recorded in the Membership Register as a Member after due approval from the Company and on whose life the Life Insurance Cover under this Policy has been effected.

'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, Date of Entry, Single Premium, nominee and Maturity Date if any.

'**Policy**' means the arrangements established by the Policy Terms and Conditions.

'Policyholder' means the person or entity who has been named as the Policyholder in the Schedule

**'Policy Commencement Date'** shall mean the date as from which this Policy takes effect.

'Policy Terms and Conditions' means this Policy wording, the Terms and Conditions of the Additional Rider Benefits, if any, as appearing in the Schedule, 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 submitted by or on behalf of the Policyholder for the purpose of obtaining this Policy and any other information or documentation provided to the Company for that purpose and based upon which this Policy has been issued.

'Policy Year' is the year commencing on the Policy Commencement Date or an anniversary thereof.

**'Single Premium'** means the amount that is payable by the Policyholder at Entry Date and as specified in the Certificate of Insurance of each Member to secure Benefits as per Section 4 below, for the Members under this Policy.

'Sum Assured' is an amount as recorded in the Membership Register and in the Certificate of Insurance, representing Life Insurance Cover provided to the Member and based on which Life Insurance Premium is calculated by multiplying it with the Life Insurance Premium Rate as appearing in the Schedule.

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

# 3. Policy Description

- (a) On the Entry Date the Company shall open an Individual Account for each Member and shall credit Single Premium on receipt of the Single Premium subject to deducting the Scheme Administration Fee and the Life Insurance Premium as specified in the Schedule.
- **(b)** At the end of each Financial Year the Company will credit the Investment Return less the Scheme Administration Fee specified in the Schedule to each Individual Account.
- (c) The deposited premium is invested in a specific fund floated by the Company for this plan or in any existing fund. The Investment Return will be credited proportionately to the Individual Account for a fraction of a year in case the

Entry Date of a Member falls during the Financial Year or any Premium has been paid during the Financial Year.

- (d) The investment return on the fund shall be determined using asset valuation method as stipulated by the Insurance Regulatory and Development Authority for non linked fund
- (e) The Life Insurance Premium shall be deducted on Entry Date and on 1st April every year thereafter from the Individual Account for providing insurance cover to Member as per the Rules of the Scheme, equal to Sum Assured and any Additional Rider Benefits, if opted.
- (f) The Life Insurance Premium for each individual Member shall be calculated at the Life Insurance Premium Rate which is reviewable at 1st April every year and the Sum Assured as recorded in the Membership Register and in the Certificate of Insurance for which the individual Member is assured.

### 4. Benefits

The Policyholder shall hold the Policy and all benefits payable Hereunder for the benefit of the Members to whom the said benefits are payable in accordance with the Rules of the Scheme and the Policyholder shall have no beneficial interest Hereunder.

### 4.1. When the benefits become payable

### (a) On Death of an individual Member:

On death of an individual Member, the death benefit equal to the amount of Sum Assured for which the individual Member was assured plus the Account Value under this Policy as on date of receipt of intimation of death at the office of the Company, shall be sent to the Policyholder subject to Section (11) and Section (14) below.

#### (b) On Member reaching to Maturity Date:

On an individual Member being alive on the Maturity Date, the Account Value shall be paid to the Policyholder as maturity benefit and the Individual Account for that Member shall be closed. The minimum guaranteed maturity value is 70%\* (Single Premium less Scheme Administration Fee charged at inception of the membership less Life Insurance Premium and Rider Premium, if any, deducted till Maturity Date).

# (c) An early closure of the Individual Account:

If the Policyholder wishes to surrender the Member's Individual Account and withdraw the Account Value therein for any of the reasons specified in the Rules of the Scheme he shall give at least seven days prior written notice to the Company and the Individual Account of the Member shall be closed and the Account Value subject to the Market Value Adjustment as applicable on the date of such closure thereon less Surrender Penalty as per Section 4.2 below, if any, but subject to minimum guaranteed surrender value shall be paid to the Policyholder. Such closure of the account shall be processed on the 15th day of each calendar month or on the next working day if the 15th is holiday or on the last working day of the calendar month of the Company following the receipt of request for closure of account.

Surrender is allowed after completion of one year of membership.

The minimum guaranteed surrender value is 70%\*(Single Premiums less Scheme Administration Fee charged at inception of membership less Life Insurance Premium and Rider Premium, if any, deducted till the date of surrender) provided that on surrender of the membership of an individual member the minimum number of membership in the group is maintained at 50 failing which the entire policy shall be deemed to have been surrendered.

#### (d) Complete Surrender of the Policy

The Policyholder may surrender the Policy by giving at least 3 months prior written notice to the Company. On the complete surrender of the Policy, the Individual Accounts of all Members' shall be closed and the sum of the Account Value of all Individual Accounts, subject to the Market Value Adjustment for each Individual Account as applicable on the date of such closure less Surrender Penalty as per Section 4.2 below, but subject to minimum guaranteed surrender value shall be paid to the Policyholder.

The minimum guaranteed surrender value is 70%\*(Single Premiums less Scheme Administration Fee charged at inception of membership less Life Insurance Premium and Rider Premium, if any, deducted till the date of surrender)

### (e) Additional Rider Benefit

The payment for Additional Rider Benefits shall be governed by the Terms and Conditions of the respective Additional Rider Benefit as opted by the Policyholder and as appearing in the Schedule Herein above.

### 4.2. Surrender Penalty

A Member can surrender his membership under the policy after one year of his membership.

Surrender Penalty is as per the table below:

No. of completed months from	Surrender Penalty as % of Single
the date of Membership	Premium
12-35	3.00%
36+	0.00%

#### 4.3. Partial Surrender of Account Value

Partial surrender or partial withdrawal of the Account Value is not allowed under the Policy.

#### 4.4. Interim Investment Return

If an Individual Account is closed due to any reason whatsoever and the Account Value is withdrawn completely by the Policyholder, before the completion of a Financial Year, then subject to the conditions in Sections 4.1 and 4.2 above, the Account Value as at the beginning of the current Financial Year shall be increased, for the elapsed duration in the current Financial Year, at the rate of Interim Investment Return as declared by the Company at the beginning of the current Financial Year.

#### 4.5. Payments of Benefits

The Benefits under this Policy shall be paid to the Policyholder in the name of the Member or the Beneficiary as the case may be. The Policyholder also agrees to pass on those Benefits to the Member or the Beneficiary as the case maybe.

#### 4.6. 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.

# 5. Eligibility:

The Life Insurance Cover on Member's life shall commence on the Entry Date subject to him being eligible and continuing to be eligible for the Life Insurance Cover as per the Rules of the Scheme and subject to the individual underwriting as deemed necessary by the Company. No person shall become a Member unless his name has been allowed to be entered into the Membership Register by the Company, who has the sole and absolute right to decide whether a person's name should be entered in the Membership Register, for which purpose the Company may call for such information or documentation (medical or otherwise) as to the satisfaction of the eligibility criteria contained in the Scheme Rules or otherwise as the Company deems fit.

Every Member shall become entitled to the Benefits under this Policy as from the Entry Date and for so long as he continues to be eligible for the Life Insurance Cover as per the Rules of the Scheme. 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. Nomination:

Each individual Member shall nominate a Beneficiary to whom the death benefit incase of death of the Member shall be payable as per the Rules of the Scheme. The nomination shall be recorded in the Membership Register maintained by the Policyholder. The death benefit amount as per Section 4.(a) shall be sent by the Company to the Policyholder in the name of the Beneficiary. Once the Company has sent the payment to the Policyholder the Policyholder is completely responsible to give the entire amount sent by the Company to the Beneficiary and the Company shall not have any further responsibility in respect of such payment. The Policyholder Hereby agrees that it is only handling the payment to the Beneficiary on behalf of the Company and that it is not entitled to receive any payment under this Policy.

### 7. **Loans**:

No Loans are available under this Policy.

### 8. Single Premium:

Single Premiums in respect of all the Members are payable on Entry Date

### 9. Non-forfeiture:

Surrender is allowed only after completion of one year of membership. The surrender value is the account value of the member's Individual Account, subject to Market Value Adjustment as applicable on the date of such closure less Surrender Penalty as per Section 4.2 above but subject to minimum guaranteed surrender value.

### 10. Investment of the Fund

- 10.1 The investment under this policy shall be made in a specific fund and selection of the underlying investments of such Fund shall be such as the Company, in its absolute discretion, may from time to time determine and it is further provided that the assets of such Fund would comprise in such proportion as that stipulated for the Pension and General Annuity Fund in the Insurance Regulatory and Development Authority's rules and regulations on investments as amended from time to time.
- 10.2 The Investment Return on the Fund shall be determined by the Company, using the asset valuation method, at the end of each Financial Year by valuing the Fund using the valuation method prescribed by the Insurance Regulatory and Development Authority's rules and regulations on investment for non-linked business as amended from time to time.
- 10.3 All assets relating to the Fund shall be and shall remain in the absolute beneficial ownership of the Company. There is no trust created, whether expressly or impliedly, by the Company in respect of the assets or investments.

# 11. 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: -

- a. The date on which the Policyholder terminates the Policy.
- b. The date on which the Member ceases to be a Member of the Scheme.
- c. The date on which the Member completes the age of 70 years.
- d. On the death of the Member.
- e. On the closure of the Member's Individual Account as per Section 4.1 Page 10 of 17

(c) or (d).

### 12. 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.

### 13. 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.

### 14. Payment of claim:

Before any death/rider benefit claim becomes payable to the Policyholder due to the death of a Member and/or the happening of any event where rider benefit, if opted is payable as per the terms and conditions of the rider benefit opted, the Company shall be entitled to receive all information and documentation sought which includes but is not limited to following:

- (a) Certificate of Insurance issued by the Company.
- **(b)** Claim intimation should be received in writing within 180 days of occurrence of the death or the event giving rise to benefit under a rider opted for.
- **(c)** Death Certificate issued by the local municipal authority and medical cause of death certification.
- (d) Medical records from the physician last seen.
- (e) Coroner's / Post Mortem Report / FIR (First Information Report) / PIR (Police Inquest Report) / Final Inquest Report in case of unnatural / accidental death.
- **(f)** Copy of crematorium/burial record specifying the date, day and time of cremation/burial.
- **(g)** Documents to establish right of claimant in case of no valid nomination being in existence at the time of death.
- **(h)** Report from police in case of accident/unnatural death.
- (i) Any other document that may be relevant in establishing the validity of the claim.

#### **15. Exclusions:**

There are no exclusions on Life Insurance Cover if the membership under the Scheme is compulsory for all Members.

If membership under the Scheme is not compulsory for all Members then the Life Insurance Cover will not cover death due to suicide or attempted suicide during the first 12 months from the Entry Date.

### 16. General Conditions:

- (a) The Company reserves the right to revise the Life Insurance Premium on 1st April every year without giving any advance notice for that and also reserves the right to vary from time to time the Policy Terms and Conditions of this Policy and the Schedule upon sending to the Policyholder three 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 Rules of the Scheme 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 Rules of the Scheme shall be given effect to by appropriate endorsements to the Policy signed by an authorized Officer of the Company

(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 over the Pune, India.

**(e)** The Company shall have the right to terminate the Policy contract by sending not less than 90 day's notice in writing, expiring on the Annual Renewal Date.

### 17. 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 deduct Service Tax and other taxes as applicable from time to time, 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.

### 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) In case of the Member/Policyholder:

As per the details specified by the Policyholder/Member in the Membership Register/Schedule or, change of address intimation submitted by him to the Company. Notice and instructions shall be deemed served 7 (seven) days after posting or immediately upon receipt in the case of hand delivery, facsimile or E-mail. The Company shall not be responsible for any consequences arising out of non-intimation of change of address.

**(b)** In case of the Company:

Bajaj Allianz Life Insurance Company,

GE Plaza, Airport Road,

Yerawada,

Pune 411006

Tel: 66026777

Fax: 66026789

Email: life@bajajallianz.co.in

# 19. Free Look Period

Within 15 days of the receipt of this Policy/ Certificate of Insurance, the Policyholder/Member may, if dissatisfied with any of the terms of the policy for any reason, give the Insurer directly/through Policyholder a written notice of cancellation along with reasons for the same, and return the Policy Document/Certificate of Insurance to the Insurer, subject to which the Insurer shall send the Policyholder a refund comprising the Premium paid less the proportionate Life Insurance Premium for the period the Members/Member were on life insurance cover, the expenses incurred on medical expenses, if any and expenses incurred on stamp duty charges. The Policyholder shall thereafter also remove the names of the dis-satisfied Members from the Membership Register.

### 20. Non-disclosure & Fraud

- a) If the Policyholder has either not disclosed all facts or has misrepresented facts (in the proposal form, revival application, if any, or any other statements or declarations) relevant to all persons proposed to be insured that may have affected the Company's decision to issue the Policy or Certificate of Insurance or its price, terms, conditions and exclusions, then the Company shall have the right, subject to section 45 of the Insurance Act 1938, to avoid the Policy and shall not make any payment including premium under or in respect of the Policy.
- b) If the Policyholder or anyone acting at his direction or with his knowledge makes or advances any claim under this Policy knowing it to be false or fraudulent in any respect, the Policy shall be null and void and any benefit actually paid or potentially payable under or in respect of the Policy shall be forfeited and no refund of premium shall be made.

# 21. Grievance Redressal and Ombudsman:

In case you have any query or complaint/grievance, you may approach our office at the following address:

Customer Care Desk

Bajaj Allianz Life Insurance Company Ltd.

GE Plaza, Airport Road,

Yerawada, Pune - 411006

Contact No:\_ Toll Free No. 1800225858

By Fax: 020-6602-6789

By Email: life@bajajallianz.co.in

2. In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

Grievance Redressal Officer

Bajaj Allianz Life Insurance Company Ltd.

GE Plaza, Airport Road, Yerawada, Pune - 411006.

Contact No:	 	
Email ID·		

- 3. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address given below if your grievance pertains to:
  - Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
  - Delay in settlement of claim
  - Dispute with regard to premium
  - Non-receipt of your insurance document

The Address of the Insurance Ombudsman is attached as Annexure 2 attached herewith. For the latest list of insurance ombudsman, please refer to the IRDA website at <a href="http://www.irdaindia.org/ins\_ombusman.htm">http://www.irdaindia.org/ins\_ombusman.htm</a>

- 4. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- 5. 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 Machinery of the Insurer
  - within a period of one year from the date of rejection by the insurer
  - if it is not simultaneously under any litigation.

# 22. Section 45 of the Insurance Act, 1938

No Policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder and that the Policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

23. 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.

All communications in relation to this policy shall be addressed to.
Bajaj Allianz Life Insurance Company Ltd.,
Dated at this Day of 20 .
For and behalf of Bajaj Allianz Life Insurance Company Ltd
Authorized Signatory

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