

Bajaj Allianz Life Insurance Company Limited
Bajaj Allianz Life Saral Pension
Part A
FORWARDING LETTER

Dear _____

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

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

Please find enclosed herewith your Policy Document, a copy of the Proposal Form and documents mentioned herein below, based on which your insurance Policy has been issued. This Policy is issued subject to section 45 of the Insurance Act, 1938, as amended from time to time.

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

Within fifteen (15) days of the receipt of this Policy and thirty (30) days in case of electronic Policy and Policy obtained through distance mode, the Policyholder/Annuitant has the option to review the terms and conditions of the Policy and if the Policyholder/Annuitant disagrees to any of the terms & conditions, he has an option to return the Policy stating the reasons for his objections. The Purchase Price (excluding applicable taxes) paid less the Annuity Instalment paid less the expense incurred in stamp duty charges will be made available to the Policyholder.

However, this shall also comply with any relevant IRDAI regulation (as it exists from time to time) in this regard.

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

Authorised Signatory

Head- Underwriting

FOR BAJAJALLIANZ LIFE INSURANCE COMPANY LTD.

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

Toll Free Numbers:

Email Address:

Details of the Servicing Insurance Agent/Insurance Intermediary

Name		Code	
Address			
Phone Number		e-Mail Id	

Please read Policy Document, especially following clauses on

Benefits	Termination
Surrender Value	Free Look Cancellation

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

Preamble

The Company has received a Proposal Form, declaration and the Premium from the Policyholder, 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, 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/Annuitant in the Proposal Form, which is incorporated herein and forms the basis of this Policy.

SCHEDULE

Name of the Policyholder _____

Address _____

Pin code _____

Name of the Annuitant _____

Address _____

Pin code _____

Policy No.		Product Name	Bajaj Allianz Life Saral Pension
Product Code		Unique Identification No (UIN):	116N169V05
		Date of Commencement of Policy	
Date of Birth		Date of Issuance of Policy	
		Date of Commencement of Annuity	
Age	Year	Age	Years
		Gender	
Annuity Option		Purchase Price (₹)	
Annuity Frequency		Annuity Instalment (₹)	
Annuity Payout Period			
Due Dates of Annuity Instalments			

Name of the Spouse _____

Gender		Date of Birth	
Age at Entry		Age	
Annuity Instalment to the Secondary Annuitant (Rs.)			

Applicable for Annuity Option B only

Details of the Nominee

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

TOTAL PREMIUM PAYABLE FOR SELECTED PREMIUM PAYMENT FREQUENCY: ₹

In Words: RupeesOnly

If any of the information given above or in the Proposal Form is incorrect, we request you to kindly send back the whole set-of documents to the Company citing the error/mistake.

To whom the Benefits are Payable: The Benefits are payable to the Claimant, limited at all times to the monies payable under this Policy. The Policy shall be subject to and governed by the terms of the Policy Document along with the Schedule contained herein and endorsements if any, made from time to time and all these shall together form a single agreement

Tax laws are subject to change. All taxes, including applicable GST & cess, either existing or those that may apply in future (including enhancements of existing taxes) will be charged extra. Payment of such taxes shall be the responsibility of the Policyholder.

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

The annuity proceeds are taxable as per applicable tax laws as amended from time to time.

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

Issued on

Authorised Signatory



Part B

DEFINITIONS & ABBREVIATIONS

This Policy is issued on the basis of the information given and declaration made by the Policyholder/Annuitant in the Proposal Form, and any information/documentation accompanying 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) The definitions of terms/words used in the Policy Document are as under:
 - a. Age' means is the age last birthday of the Annuitant(s) on the date of commencement of the policy.
 - b. Annuitant(s)' being person(s) on whose life this policy has been taken and who become entitled to receive the annuity benefits as stated in Schedule.
 - c. 'Annuity Instalment' means a specified amount payable under this Policy at the Annuity Frequency mentioned in the Schedule and payable as per the specification under the Annuity Option chosen by the Annuitant as evidenced in the Schedule. Annuity Option, once chosen, cannot be altered.
 - d. Annuity Instalment to Secondary Annuitant' shall mean the amount payable to the Secondary Annuitant under Annuity Options B as specified in the Schedule.
 - e. Annuity Frequency' means the frequency of Annuity Instalment payment of monthly, quarterly, half-yearly or yearly, as specified in the Schedule.
 - f. Annuity Option' means one of the options chosen by the Policyholder/Annuitant at Date of Commencement of Policy, as specified in the Schedule and as detailed in Section 2. below.
 - g. Annuity Payout Period' shall mean the period starting from the Date of Commencement of Annuity till the date of death of the Annuitant or the date of second death (out of the Primary Annuitant and Secondary Annuitant) in the Policy under Annuity Options B.
 - h. Appointee' is the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the Nominee if the benefit becomes payable to the Nominee and Nominee is minor (as on the date of claim payment) / dependent person with disability (Divyangjan). Appointee is also the person to whom the proceeds/benefits secured under the Policy are payable on behalf of the dependent person with disability, if dependent person with disability is the Secondary Annuitant
 - i. Assignee' is the person to whom the rights and benefits are transferred by virtue of an Assignment
 - j. Assignment' is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of section 38 of Insurance Act, 1938, as amended from time to time.
 - k. Business Day' is the common working day of the Corporate Office of the Company.
 - l. Claimant' means the person(s)/ entity who is/are entitled to receive benefits under this Policy. The Claimant to whom benefits shall be payable is the Annuitant/Primary Annuitant or Secondary Annuitant or his Assignee or Nominees or Proved Executors or Administrators or other legal representatives of the Annuitant(s) who should take out representation to his / her estate or limited to the monies payable under this Policy from any court of any State or territory of the Union of India, as applicable
 - m. Company' means Bajaj Allianz Life Insurance Company Limited.
 - n. Critical Illness' mean the list of critical illnesses (as defined Annexure 4 to the Policy Document), on the diagnosis of which the Annuitant has the option to Surrender the Policy. The details are as mentioned in Annexure 4.
 - o. Date of Commencement of Policy' is the start date of this Policy and is also the same as mentioned in the Schedule.
 - p. Date of Commencement of Annuity' means the date specified in the Schedule, from which the Annuity Instalment commences under the Policy.
 - q. Date of Issuance of Policy' means the date specified in the Schedule.
 - r. 'Death Benefit' means the benefit agreed at the Date of Commencement of Policy and means the amount as specified in the Policy and is payable on death of the Annuitant as per the terms and conditions of the Policy. The detailed are given in Section 3.a. below.

- s. Discharge form' is the form to be filled by Claimant to claim the Surrender Value / Death Benefit under the Policy.
- t. Due Date of Annuity Instalments' means a fixed date on which the Annuity is due and payable, as is mentioned in the Schedule.
- u. Endorsement means conditions attached/ affixed to this Policy incorporating any amendments or modifications agreed to or issued by the Company.
- v. Free Look Period is the period of fifteen (15) days [thirty (30) days if the Policy is an electronic Policy or is purchased through Distance Marketing where distance marketing means through any means of communication other than in person] from the date of receipt of the Policy Document by the Policyholder to review the terms and conditions of this Policy and where the Policyholder disagrees to any of those terms and conditions, he/ she has the option to return this Policy, as detailed in Section 8. below
- w. Goods and Service Tax (GST)' means applicable tax which is charged based on the type of Policy and/or communication address of the Policyholder as stated in the Schedule. The rates charged may change subject to change in rate and/or the state mentioned in the communication address of the Policyholder as on date of adjustment.
- x. IRDAI' means the Insurance Regulatory and Development Authority of India; earlier called as Insurance Regulatory and Development Authority (IRDA).
- y. Joint Life Annuity' refers to an Policy taken jointly on the lives of Primary Annuitant and Secondary Annuitant, where spousal relationship exists, under the Annuity Option B.
- z. Last Survivor' means the Annuitant alive subsequent to the death of any one of the Annuitants under Annuity Options B.
- aa. Loan' is the interest-bearing repayable amount granted by the Company against the Surrender Value available to the Policyholder. The details are given in Section 7. below.
- bb. Minor' is a person who has not completed 18 years of age
- cc. Mode' refers to the frequency of Annuity payment as chosen by the Annuitant from the available modes of annuity i.e. yearly, half-yearly, quarterly, and monthly. The Annuity shall be payable in arrears i.e. the annuity payment shall commence after 1 year, 6 months, 3 months and 1 month from the Date of Commencement of Policy depending on whether the mode of annuity payment is Yearly, Half yearly, Quarterly and Monthly respectively.
- dd. Nomination' is the process of nominating a person(s) in accordance with provisions of section 39 of the Insurance Act, 1938, as amended from time to time.
- ee. Nominee(s)' means the person(s) nominated by the Policyholder (who is also the Annuitant) under this Policy and who is(are) authorised to receive the claim benefit payable under this Policy on the death of the Annuitant / Primary Annuitant / Secondary Annuitant, wherever applicable as per the Annuity Option chosen.
- ff. Policy / Policy Document means this document along with endorsements, if any, issued by the Company which evidences the contract of insurance between the Policyholder and the Company.
- gg. Policy Anniversary' means the means the date corresponding numerically with the Date of Commencement of Policy in each subsequent year till the Annuitant / Last Survivor survives.
- hh. Policyholder' is the legal owner of this Policy.'
- ii. Policy Term' means the period from the Date of Commencement of Policy to date of death of the Annuitant/Last Survivor.
- jj. Primary Annuitant' (applicable under Joint Life Annuity Option B) is the person on whose life this Policy has been taken and who is entitled to receive the annuity benefits as stated in Schedule. For Annuity Option B under this Policy, the word, Annuitant is used for Primary Annuitant.
- kk. 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 Date of Commencement of Policy.
- ll. Purchase Price or Premium' is the amount paid by the Policyholder as mentioned

in the schedule of this Policy Document to secure the benefits under the Policy. The term Purchase Price and the Premium are used interchangeably in this Policy Document. Purchase Price / Premium does not include any taxes which are payable separately.

- mm. ROP' means Return of Purchase Price
- nn. Schedule' is the part of Policy Document that gives the specific details of this Policy
- oo. Secondary Annuitant' (applicable under Annuity Option B) is the person entitled to receive the Annuity Instalment, in the event of death of the Primary Annuitant. For Annuity Option B, the word, Annuitant can refer to the Secondary Annuitant, as and when applicable.
- pp. Single Premium' means the Premium payable at the Date of Commencement of Policy and is equal to that mentioned in the Schedule.
- qq. Surrender' means complete withdrawal/termination of the entire Policy.
- rr. Surrender Value' means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of this Policy. The detailed are given in Section 6. below.
- ss. UIN' means the Unique Identification Number allotted to this plan by the IRDAI. The terms 'Herein', 'Herein After', 'Hereafter', 'Hereof', 'Hereto' and 'Hereunder' used wherever in this Policy refer to the Policy in its entirety.

Part C

2. Policy Description

- a. The Policy is a Single Premium non-linked, non-participating individual, savings, general immediate annuity plan.
 - b. The Policy provides Annuity Benefit and Death Benefit, as per Section 3. below respectively.
 - c. The Policy provides Surrender Value, as per Section 6. below
 - d. The Annuity Option available under the Policy and its features are as mentioned below and detailed in Section 4a) below. The Annuity Option has to be opted at the Policy Commencement Date and cannot be changed later during the Policy Term. The Annuity Option under the Policy is as specified in the Schedule.
 - i. Annuity Option A: Life annuity with Return of 100% of Purchase Price – The annuity is paid to the Annuitant as long as he is alive. On death of the Annuitant, the Purchase Price is returned to the Claimant.
 - ii. Annuity Option B: Joint Life Last Survivor Annuity with Return of 100% of Purchase Price (ROP) on death of the Last Survivor – The Annuity Instalment is paid up to the death of the Last Survivor out of the joint lives (the Annuitant and Spouse) covered under the Policy. On death of the Last Survivor, the Purchase Price is returned to the Claimant.
3. Benefits payable on Survival or on Death:
- a. Annuity Benefit and Death Benefit

Annuity Option	Single/ Joint Life	Benefit payable on survival	Benefit payable on survival
i.Option A: Life annuity with Return of 100% of Purchase Price	Single Life	If the Annuitant is alive as on the Due Date of Annuity Instalment and if the Policy has not been terminated prior, the Annuity Instalment shall be payable in arrears to the Annuitant	On death of the Annuitant and if the Policy has not been terminated prior, (1)the Annuity Instalment shall cease immediately. (2)The Purchase Price shall be payable to the Claimant as the Death Benefit. (3) The Policy will terminate of the payment of the Death Benefit
ii.Option B: Joint Life Last Survivor Annuity with Return of	Joint Life	If the at least one of the Annuitants (Primary Annuitant or Secondary Annuitant) is alive as on the Due Date of Annuity Instalment and if the Policy	On the first death (of either of the Primary Annuitant or Secondary Annuitant): 100% of the Annuity Instalment shall continue to be paid as long as one of

100% of Purchase Price (ROP) on death of the last survivor		has not been terminated prior, the Annuity Instalment shall be payable in arrears to the Annuitant.	the Annuitants is alive. On death of the Last Survivor: If the Policy has not been terminated prior, (1)The Annuity Instalment shall cease immediately. (2)The Purchase Price shall be payable to the Claimant as the Death Benefit. (3)The Policy will terminate of the payment of the Death Benefit.
------------------------------------------------------------	--	-----------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- b. Maturity Benefit: There is no maturity benefit under the Policy.

Part D

4. Proof of Age:

The Annuity Instalment having been calculated on the Age of the Annuitant(s) as declared in the Proposal Form, in case the Age is found different (lower/higher) than such Age, without prejudice to the Company's other rights and remedies, including those under the Insurance Act, 1938, as amended from time to time, the following action shall be taken:

- a. If the Annuitant's correct Age is found to be different from the Age declared in the Proposal Form, the Annuity Instalment payable under the Policy shall be altered corresponding to the correct Age of the Annuitant from the next Due Date of Annuity and the total of the excess paid, if any, due to difference between the original Annuity Instalments paid and the corrected Annuity Instalment, from the Date of Commencement of Policy up to the date of such excess payment, shall be paid to the Company with interest at such rate as fixed by the Company from time to time. The difference arising out of incorrect Annuity Instalments paid in the past along with interest shall be collected from the Annuitant or would be adjusted from the following Annuity Instalments.
 - b. If the correct Age is such as would have made the Annuitant uninsurable under this Policy, then this Policy shall be cancelled, and the Purchase Price paid may be refunded after deducting the charges for stamp duty, taxes and Annuity Instalments paid (if any).
5. Forfeiture in certain events:
- In case any condition herein contained or endorsed hereon shall be contravened, or in case it shall hereafter appear that any untrue or incorrect averment is contained in the Proposal Form and declaration herein mentioned, or in the statements referred to therein, have not been truly and fairly stated or that any material information has been withheld, then and in every such case this Policy shall be void and all claims to any benefit in virtue of this Policy shall be subject to the provisions of section 45 of the Insurance Act, 1938, as amended from time to time.
6. Surrender:

At the choice of the Policyholder, the Policy can be surrendered any time after six (6) months from the Date of Commencement of Policy, if the Annuitant / Primary Annuitant /Secondary Annuitant, or spouse of the Annuitant or any of the children of the Annuitant is diagnosed as suffering from any of the Critical Illnesses as defined Annexure 4 to the Policy Document, based on the documents produced to the satisfaction of the medical examiner of the Company.

- a. The list of Critical Illnesses may be revised from time to time by the Authority, as needed.
- b. On approval of the Surrender, 95% of the Purchase Price shall be paid to the Annuitant, subject to deduction of any outstanding Loan amount and Loan interest, if any.
- c. On payment of the Surrender Value, the Policy stands terminated.
- d. For the purpose of Surrender Value calculation, the Purchase Price excludes taxes, if any.
- e. Any change in the Surrender Value calculation method shall be applicable only after prior approval of IRDAI.
- f. If the Policy is purchased as QROPS through transfer of UK tax relieved assets, access to benefits from policy proceeds would be restricted till the

- policyholder attains 55 years of Age (or as amended from time to time). In the event of applicable tax charge arising as a result of an overseas transfer (HMRC - policy paper – the overseas transfer charge – guidance, published 8th March 2017, as amended from time to time) for which the Company may become liable, we shall deduct an amount only to the extent of the applicable tax charge from the policy value and remit the same to HMRC. The Surrender Value will be made available to the fund house from which the Purchase Price was received, based on the rules defined by HMRC from time to time.
- g. In the case of an NPS subscriber and such other purchases, the Surrender Value will be made available to the fund house from which the Purchase Price was received, based on the NPS guidelines existing from time to time.
7. Loan:
Loan can be availed any time after six (6) months from the Date of Commencement of Policy.
- a. Maximum amount of Loan that can be granted under the Policy shall be such that the effective annual interest amount payable on Loan does not exceed 50% of the annual Annuity Instalments payable under the Policy.
- b. Under Annuity Option B, the Loan can be availed by the Primary Annuitant and, on death of the Primary Annuitant, it can be availed by the Secondary Annuitant.
- c. The interest on Loan shall be at 10-year G-Sec rate as at 1st April of the relevant financial year, as published by M/s. FBIL, plus 200 bps, and shall be applicable for all Loans granted during the period of twelve (12) months, beginning 1st May of the relevant financial year.
- d. The Loan interest will be recovered from the Annuity Instalments payable under the Policy. The Loan interest will accrue as per the Annuity Frequency under the Policy and it will be on the Due Date of Annuity Instalment. The loan outstanding shall be recovered from the claim proceeds under the Policy
- e. However, the Annuitant has the flexibility to repay the Loan principal at any time during the currency of the Annuity Instalment payments.
8. Free Look Period:
a. This is an option to review the Policy following receipt of Policy Document. The Policyholder has a free look period of fifteen (15) days [thirty (30) days in case of electronic Policies and Policies obtained through distance mode] from the date of receipt of the Policy Document, to review the terms and conditions of the Policy and where the Policyholder disagrees to any of those terms and conditions, the Policyholder has the option to return the Policy to the Company for cancellation, stating the reasons for his objection. Then, the Policyholder shall be entitled to a refund of the Premium subject only to a deduction of stamp duty charges and Annuity Instalments paid, if any.
- b. The treatment of the Policy shall be as follows:
i. The proceeds from cancellation shall be returned to the Policyholder.
ii. If this Policy is purchased out of proceeds of a deferred pension plan of any other insurance company or such other institutions, the proceeds from cancellation will be transferred back to that institution. Additionally,
(1) If this Policy is purchased as QROPS through transfer of UK tax relieved assets, the proceeds from cancellation in the free-look period shall only be transferred back to the fund house from where the money was received, based on the rules defined by HMRC from time to time.
(2) In the case of an NPS subscriber and such other purchases, the proceeds from cancellation shall only be transferred back to the fund house from where the Purchase Price was received, based on the NPS guidelines and such other, existing from time to time.
9. Option to change the Annuity Frequency:
The Policyholder/Annuitant will have the option to change the Annuity Frequency under the Policy, at any Policy Anniversary. The Annuity Instalment will be based on the Annuity Frequency chosen.

Part E

CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc
Not Applicable

Part F

- Other Terms and Conditions
10. Assignment:
Assignment is allowed under this Policy as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of section 38 are contained in Annexure 1 of this Policy Document. The notice of Assignment should be submitted for registration to the office of the Company,
11. Nomination:
Nomination is allowed as per section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of section 39 are contained in Annexure 2 of this Policy Document. The notice of Nomination or change of Nomination should be submitted for registration to the office of the Company. In registering Nomination the Company does not accept any responsibility or express any opinion as to its validity or legal effect.
12. Section 45 of the Insurance Act 1938:
The provisions of section 45 of the Insurance Act 1938, as amended from time to time, shall be applicable. The current provisions are contained in Annexure 3 of this Policy Document.
13. Taxes:
a. Statutory Taxes, if any, imposed on such insurance plans by the Government of India or any other constitutional tax Authority of India shall be as per the Tax laws and the rate of tax as applicable from time to time.
b. The amount of any applicable taxes payable as per the prevailing rates, shall be payable by the policyholder on the premium payable under the policy, which shall be collected separately in addition to the premium payable by the policyholder. The amount of tax paid shall not be considered for the calculation of benefits payable under the Policy.
14. Normal requirements for benefit payable:
a. For Annuity Instalment payment: The Existence Certificate in the format prescribed by the Company is to be submitted by the Annuitant / Primary Annuitant / Secondary Annuitant as and when required by the Company. In case of Annuity Option B, Joint Life Last Survivor Annuity with Return of 100% of Purchase Price on death of the Last Survivor, after the death of the Primary Annuitant, the Existence Certificate of the surviving Secondary Annuitant will be required. The Annuity payments shall be released only on receipt of the Existence Certificate.
b. On death of the Annuitant(s): The normal documents which the claimants shall submit while lodging the claim in case of death of the Annuitant / Primary Annuitant / Secondary Annuitant shall be the claim form, as prescribed by the Company, accompanied with original Policy Document, NEFT mandate from the claimant for direct credit of the claim amount to the bank account, proof of title, proof of death, whichever is applicable, to the satisfaction of the Company.
i. If the Age is not admitted under the policy, the proof of age of the Annuitant shall also be submitted.
ii. Intimation of death along with death certificate must be notified within ninety (90) days from the date of death, in writing to the office of the Company where the Policy is serviced for any claim to be admissible. However, delay in intimation of the genuine claim by the claimant, may be condoned by the Company, on merit and where delay is proved to be for reasons beyond his/her control.
- c. On Surrender: In case of Surrender of a Policy, the Annuitant shall submit the discharge form along with the original Policy Document, evidence of Critical Illnesses (as per Annexure 4 to the Policy Document), NEFT mandate from the claimant for direct credit of the claim amount to the bank account besides proof of age, if the age is not admitted earlier. In addition to above, any requirement mandated under any statutory provision or as may be required as per law shall also be required to be submitted.
15. Legislative Changes:
The Terms and conditions under this Policy are subject to variation in accordance with the relevant Legislation & Regulations.

16. Issuance of duplicate Policy:
The Policyholder can make an application for duplicate Policy on payment of Rs 100 upon loss of Policy Document along with other requirements as may be prescribed by the Company.
17. Jurisdiction:
The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.
18. Termination Conditions
- a) This risk cover of the Annuitant or the Spouse (in case of a Joint Life Policy) shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
- i) On the date of death of the Annuitant or on the date of death of the Last Survivor, whichever is later, as applicable,
- ii) On the surrender of the Policy, as per Section 6) above
- b) This Policy shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
- i) On Free Look Cancellation, as per Section 8) above.
- ii) On payment of the Death Benefit,
- iii) On complete surrender of the Policy and on payment of the Surrender Value.
- PART – G: Grievance Redressal Mechanism
19. Grievance Redressal Mechanism:
Grievance Redressal Mechanism of the Company:
In case the Policyholder has any query or complaint/grievance, you may contact the Grievance Officer of any nearest Customer Care Center at Branch Office of the Company during the Company's office hours from 9 am to 6 pm. Alternatively, the Policyholder may communicate with the Company:
By post at: Customer Care Desk,
Bajaj Allianz Life Insurance Company Ltd.,
Bajaj Allianz House, Airport Road, Yerawada, Pune - 411006
By Phone at: Toll Free No. 1800 209 7272 | By Fax at: 020-6602-6789
By Email: customer-care@bajajallianz.co.in
In case the Policyholder is not satisfied with the resolution provided to you by the above office, or have not received any response within fifteen (15) days, or the Policyholder has any suggestion in respect of this Policy or on the functioning of the office, he may contact the following official for resolution:
Grievance Redressal Officer,
Bajaj Allianz Life Insurance Company Ltd.
Bajaj Allianz House, 5th floor, Airport Road Yerawada, Pune, District – Pune, Maharashtra -411006,
Tel. No: 1800- 209- 7272
Email ID: gro@bajajallianz.co.in
Grievance Redressal Mechanism of IRDAI:
In case the Policyholder is not satisfied with the response or does not receive a response from the Company within fifteen (15) days, then, the Policyholder may approach the Grievance Cell of the IRDAI through any of the following modes:
- Calling Toll Free Number 155255 / 18004254732 (i.e. IRDAI Grievance Call Centre)
 - Sending an email to complaints@irdai.gov.in
 - Register the complaint online at <http://www.igms.irda.gov.in>
 - Address for sending the complaint through courier / letter:
Consumer Affairs Department, Insurance Regulatory and Development Authority of India,
Survey No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032, Telangana.
20. Ombudsman:
For redressal of Claims related grievances, the Claimants can also approach Insurance Ombudsman who provides for low cost, speedy arbitration to customers.
- The Ombudsman, as per Insurance Ombudsman Rules, 2017, can receive and consider complaints or disputes relating to the matters such as:
- a. Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999
- b. Any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- c. Disputes over premium paid or payable in terms of insurance policy;
- d. Misrepresentation of policy terms and conditions at any time in the Policy Document
- e. Legal construction of insurance Policies insofar as the dispute relates to claim;
- f. Policy servicing related grievances against insurers and their agents and intermediaries;
- g. Issuance of Policy, which is not in conformity with the Proposal Form submitted by the Policyholder proposer;
- h. Non-issuance of insurance Policy after receipt of Premium; and
- i. Any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by IRDAI from time to time or the terms and conditions of the Policy in so far as they relate to issues mentioned at clauses (a) to (f).
- Details of existing offices of the Insurance Ombudsman
The address of the Insurance Ombudsman is provided in Address & Contact Details of Ombudsmen Centers attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at <https://www.irdai.gov.in/>
Please refer to the Ombudsman website at <http://cioins.co.in/ombudsman.html>
The complaint should be made in writing and duly signed by the complainant or by his legal heirs' Nominee or Assignee with full details of the complaint with supporting documents, name and address of the complainant, and the name of the branch or office of the insurer against whom the complaint is made
Also please note that as per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made
- i) Only if the grievance has been rejected by the grievance redressal mechanism of the Company or no reply is received within a period of one month from the date of receipt of the grievance by the insurer or the Complainant is not satisfied with the response of the insurer.
- ii) The complaint should be filed within a period of one year from the date of receipt of order of rejection or decision by the Company or expiry of one month from the date of sending the written representation to insurer.
- Where the subject matter of complaint should not be such where proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
- Note: In case of dispute in respect of interpretation of these terms and conditions and special provisions/conditions the English version shall stand valid.
- YOU ARE REQUESTED TO EXAMINE THIS POLICY DOCUMENT, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

List of Critical Illnesses

1. CANCER OF SPECIFIED SEVERITY:

- I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded–
 - i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
 - ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
 - iii. Malignant melanoma that has not caused invasion beyond the epidermis;
 - iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
 - v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
 - vi. Chronic lymphocytic leukaemia less than Rai stage 3
 - vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
 - viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

2. MYOCARDIAL INFARCTION:

(First Heart Attack of specific severity)

- I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
 - i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
 - ii. New characteristic electrocardiogram changes
 - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
 - i. Other acute Coronary Syndromes
 - ii. Any type of angina pectoris
 - iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. OPEN CHEST CABG:

- I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II. The following are excluded:
 - i. Angioplasty and/or any other intra-arterial procedures

4. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES:

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

5. COMA OF SPECIFIED SEVERITY:

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - i. no response to external stimuli continuously for at least 96 hours;
 - ii. life support measures are necessary to sustain life; and
 - iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

6. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS:

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

7. STROKE RESULTING IN PERMANENT SYMPTOMS:

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
 - i. Transient ischemic attacks (TIA)
 - ii. Traumatic injury of the brain
 - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

8. MAJOR ORGAN/BONE MARROW TRANSPLANT:

- I. The actual undergoing of a transplant of:
 - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
 - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
 - i. Other stem-cell transplants
 - ii. Where only islets of langerhans are transplanted

9. PERMANENT PARALYSIS OF LIMBS:

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

10. MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS:

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

11. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS:

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
 - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
 - ii. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Neurological damage due to SLE is excluded.

12. BENIGN BRAIN TUMOR:

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
 - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
 - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- III. The following conditions are excluded:
 - Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. BLINDNESS:

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:
 - i. corrected visual acuity being 3/60 or less in both eyes or;
 - ii. the field of vision being less than 10 degrees in both eyes.
- III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

14. END STAGE LUNG FAILURE:

- I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
 - i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
 - ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
 - iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and
 - iv. Dyspnea at rest.

- 15. END STAGE LIVER FAILURE:
 - I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
 - Permanent jaundice; and
 - Ascites; and
 - Hepatic encephalopathy.
 - II. Liver failure secondary to drug or alcohol abuse is excluded.

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

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

- 18. MAJOR HEAD TRAUMA:
 - I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
 - II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
 - III. The Activities of Daily Living are:
 - i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
 - iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
 - iv. Mobility: the ability to move indoors from room to room on level surfaces;
 - v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - vi. Feeding: the ability to feed oneself once food has been prepared and made available.
 - IV. The following are excluded:
 - i. Spinal cord injury

- 19. PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION:
 - I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catherization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
 - II. The NYHA Classification of Cardiac Impairment are as follows:
 - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
 - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
 - III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

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

Address & Contact Details of Ombudsman Centres

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

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 / Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: - 0674-2596461 / 455 Fax : 0674 - 2596429 Email bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: - 0172-2706196 /468 / Fax : 0172-2708274 Email bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Jammu & Kashmir , Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: - 044-24333668 /5284 /Fax : 044-24333664 Email bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: - 011-23239633 / 23237532 / Fax : 011-23230858 Email bimalokpal.delhi@cioins.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahadurgarh
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: - 0361-2132204/5 / Fax : 0361-2732937 Email bimalokpal.guwahati@cioins.co.in	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/ 23312122 / Fax: 040-23376599 Email bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam – and a part of the Territory of Pondicherry
JAIPUR	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 / 2359338 / Fax : 0484-2359336 Email bimalokpal.ernakulam@cioins.co.in	Kerala , Lakshadweep, Mahe – a part of UT of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R. Avenue, Kolkatta – 700 072. Tel: 033 22124339/(40) / Fax: 033 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/30 / Fax : 0522-2231310 Email bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabimagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022 - 26106552 /(960)/ Fax : 022-26106052 Email bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace ,4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. Tel.: 0120-2514250/52/53 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Annexure AA

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

Assignment or transfer of a Policy should be in accordance with section 38 of the Insurance Act, 1938, as amended by The Insurance Laws (Amendment) Act, 2015 dated 20.03.2015. The extant provisions in this regard are as follows:

1. This Policy may be transferred / assigned, wholly or in part, with or without consideration.
2. An assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Company.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against the Company until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the Company.
6. Fee to be paid for assignment or transfer can be specified by the IRDAI through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the Company of duly receiving the notice.
8. If the Company maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
9. The Company may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is (a) not bona-fide or (b) not in the interest of the Policyholder / Life Assured or (c) not in public interest or (d) is for the purpose of trading of the Policy.
10. Before refusing to act upon endorsement, the Company should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Company, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Company.
12. The priority of claims of persons interested in the Policy would depend on the date on which the notices of assignment or transfer is delivered to the Company; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to IRDAI.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that 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
 - c. the Life Assured surviving the Policy TermSuch conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the Company shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of the Policy under an assignment or transfer effected before commencement of The Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

Annexure BB

Section 39 of the Insurance Act, 1938, as amended from time to time – Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938, as amended by The Insurance Laws (Amendment) Act, 2015 dated 20.03.2015. The extant provisions in this regard are as follows:

1. The Policyholder of a life insurance Policy on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
2. Where the Nominee is a minor, the Policyholder may appoint any person to receive the money secured by the policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the Company.
3. Nomination can be made at any time before the maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the Company and can be registered by the Company in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of change or cancellation of nomination must be delivered to the Company for the Company to be liable to such Nominee. Otherwise, Company will not be liable if a bona-fide payment is made to the person named in the text of the Policy or in the registered records of the Company.
7. Fee to be paid to the Company for registering change or cancellation of a nomination can be specified by the IRDAI through Regulations.
8. On receipt of notice with fee, the Company should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with section 38 of Insurance Act, 1938, as amended from time to time, shall automatically cancel the nomination except in case of assignment to the Company or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of Company's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.
11. In case of nomination by Policyholder whose life is insured, if the Nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case Nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his/her (a) parents or (b) spouse or (c) children or (d) spouse and children or (e) any of them, the Nominees are beneficially entitled to the amount payable by the Company to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the Nominee having regard to the nature of his title.
14. If Nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired Nominee(s) shall be payable to the heirs or legal representative of the Nominee(s) or holder of succession certificate of such Nominee(s).
15. The provisions of sub-section 13 and 14 above shall apply to all life insurance Policies maturing for payment after the commencement of The Insurance Laws (Amendment) Act, 2015 (i.e.20.03.2015).
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his Nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of section 39 of the Insurance Act, 1938, as amended from time to time, are not applicable to any life insurance Policy to which section 6 of Married Women's Property Act, 1874, applies or has at any time applied except where before or after The Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under section 39 of the Insurance Act, 1938, as amended from time to time. Where nomination is intended to be made to spouse or children or spouse and children under section 6 of MWPA, it should be specifically mentioned on the Policy. In such a case only, the provisions of section 39 of Insurance Act, 1938, as amended from time to time, will not apply.

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

Annexure CC

Section 45 of the Insurance Act, 1938, as amended from time to time – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding Policy not being called into question in terms of section 45 of the Insurance Act, 1938, as amended by The Insurance Laws (Amendment) Act, 2015 dated 20.03.2015 are as follows:

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

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