

Bajaj Allianz Group Term Care

A Group Term Insurance plan

UIN: 116N117V01

Schedule

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|---------------------------|-------------------------------|
| Policy no.: | |
| Product Name: | Bajaj Allianz Group Term Care |
| UIN: | 116N117V01 |
| Name of the Policyholder | |
| Registered Office Address | |
| Policy Commencement Date | |
| Date of Issue | |

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

_____ (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, under Bajaj Allianz Group Term Care and as per the Scheme 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 names have been recorded in the Membership Register maintained by the Policyholder.

The Policyholder has also furnished to the Company all necessary 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 Assurance.

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

Agents details :

Name

License No.

Phone No :

Address :

e-mail

Dated at PUNE this ___ Day of _____ 20___

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

Authorized Signatory

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In this Policy where the context so admits, the singular includes the plural and the masculine shall include the feminine and the following expressions shall unless repugnant to the context have the following meanings; It is now agreed and declared as follows:

| 1. Definitions & Abbreviations | | |
|---|-----------------------------|--|
| a) | Assurance | shall mean the Life Insurance Cover effected or to be effected HEREUNDER on the life of the Member/s. |
| b) | Beneficiary | shall mean the Member or in case of death of the Member, the person who has been appointed as nominee and whose name has been entered in the Membership Register maintained by the Policyholder as being eligible under the Scheme to receive the benefits payable under the Policy. |
| c) | Company | shall mean and refer to the Bajaj Allianz Life Insurance Company Limited. |
| d) | Entry Date | shall mean the Policy Commencement Date in relation to the Members who already exists as a Member 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 and issuance of the Certificate of Insurance (COI). |
| e) | Goods and Service Tax | is charged based on type of policy communication address of Policy Holder. This may change subject to change in rate/state in address of the Policy Holder as on date of adjustment. |
| f) | GST | means Goods and Service Tax. |
| g) | Life Insurance Cover | shall mean the Assurance cover provided against the risk of death to the Member under this Policy and shall be deemed to commence on the Entry Date of the respective Member. |
| h) | Maturity Date | is the date as recorded in the Membership Register on which the Life Insurance Cover on the life of the Member under the Policy expires and the Membership terminates automatically. |
| i) | Member | shall mean a person who meets the eligibility criteria specified in the Scheme Rules and whose name has been recorded in the Membership Register as a Member effective from the Entry Date after due approval from the Company and on whose life the Life Insurance Cover under this Policy has been effected. |
| j) | Membership Register | is a record of Members maintained by the Policyholder which contains information about Member including but not limited to any unique identification number of Member, name, age, gender, Sum Assured, Date of Entry, Single Premium, Membership Term, nominee and Maturity Date if any. |
| k) | Membership Term | means the period between the Entry date of a Member and the Maturity Date. |
| l) | Policy | means the arrangements established by the Policy Terms and Conditions. |
| m) | Policyholder | means the person or entity who has been named as the Policyholder in the Schedule. |
| n) | Policy Commencement Date | shall mean the date as from which this Policy takes effect. |
| o) | Policy Terms and Conditions | means this Policy wording, the Schedule (which is attached herewith and forms part of this Policy and if revised then the latest one), any Annexure and the Proposal Form 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. |

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| p) | Policy Year | is the year commencing on the Policy Commencement Date or an anniversary thereof. |
| q) | Scheme Rules | shall mean the rules adopted by the Policyholder and approved by the Company to run the scheme under Bajaj Allianz Group Term Care to provide the Life Insurance Cover to the Member, as a pre-requisite to the issuance of this Policy. A certified copy of the Scheme Rules has to be furnished to the Company by the Policyholder. |
| r) | Single Premium | shall mean the amount that is payable by the Policyholder at Entry Date of each Member to secure Benefits as per Section 3 below. |
| s) | Sum Assured | shall mean the amount of Life Insurance Cover as per the Membership register. |

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

2. Policy Description

- a). The Policy is issued under a non-linked, non-participating single premium group term assurance plan with proportionate return of premiums at Maturity Date.
- b). The Policyholder shall hold the Policy and all benefits payable Hereunder in accordance with the Scheme Rules and shall be for the benefit of the Beneficiary and the Policyholder shall have no beneficial interest Hereunder.
- c). In case of death of the Member while the Life Insurance Cover is in-force, when no Beneficiary has been nominated in the Membership Register or all nominated Beneficiaries have predeceased the Member, then, the benefit under Section 3 below shall be payable to the legal heirs of the Member.
- d). The Policy does not in any way confer any right whatsoever on the Policyholder or the Member to otherwise share in the profits or surplus of the business of the Company.

3. Benefits

3.1. Death Benefit

On Death of a Member, before the Maturity Date, the Sum Assured with respect to the Member shall be payable, subject to Section 8, Section 11 and Section 12 below, and the Membership of the Member shall terminate.

3.2. Maturity Benefit

- a) On Member being alive on the Maturity Date and the membership is not terminated as per Section 8 below, a certain percentage of the Single Premium paid with respect to that Member shall be payable as maturity benefit. The Life Insurance cover of the Member shall be automatically terminated on the Maturity Date. The details of the percentages for various Membership Terms are as given below.

| Membership Term | Maturity Benefit as % of the Single Premium |
|-----------------|---|
| 5 | 75% |
| 7 | 90% |
| 10 | 100% |

- b) The above return of premium percentage is of the Single Premium paid towards a Member less any extra premium paid, due to underwriting loadings, less any applicable GST paid.

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3.3. Surrender Benefit

a) Membership Surrender

- i) The Member through Policyholder may surrender, at any time, the Life Insurance Cover under the Policy. On the surrender of the Life Insurance Cover under the Policy, the membership surrender value payable towards that Member is the higher of Special Surrender Value or Guaranteed Surrender Value.
- ii) The Guaranteed Surrender Value is $(30+5*t)$ % of the Single Premium; where "t" is the completed years from the Entry Date of the Member to the membership surrender date.
- iii) The Company shall declare a Special Surrender Value from time to time, which will be atleast equal to Guaranteed Surrender Value.

b) Policy Surrender

- i) Surrender of the Policy is not allowed for the Policyholder.
- ii) The enrollment of the Member can be stopped any time after the Policy Commencement Date.

3.4. Payments of Benefits

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

3.5. Mode of payment of Claim, Currency and Discharge

- a) 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.
- b) 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.
- c) 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.
- d) The benefit amount as per Section 3.1 above shall be sent by the Company to the Policyholder in the name of the Beneficiary. Once the Company has made the payment to the Policyholder, the Policyholder is completely responsible to hand over the entire amount paid by the Company to the Beneficiary and the Company shall not have any further responsibility in respect of such payment.
- e) 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.

4. Eligibility

The Life Insurance Cover on the life of Member shall commence on the Entry Date of such Member, subject to him being eligible for the Life Insurance Cover as per the Scheme Rules and subject to the individual underwriting as deemed necessary by the Company based on the Board approved underwriting norms. Every Member shall become entitled to the Benefits under this Policy as from the Entry Date for the Life Insurance Cover as per the Scheme Rules and the terms of the Policy. 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.

5. Nomination

Nomination should be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 39 is enclosed in Annexure – AA for reference]

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6. Loans

No loans are available under the Policy.

7. Payment of Premium

Premiums in respect of all Member are payable on Entry Date.

8. 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. On occurrence of death of the Member.
- b. On Member reaching the Maturity Date.
- c. On Member surrendering the membership under the Policy.

9. 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 shall it in anyway affect the validity of the whole or any part of this Policy nor prejudice the Company's right to take subsequent action.

10. 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.

11. Payment of Claim

Upon death, the benefit under Section 3.1 above becomes payable by the Company. These benefits shall be paid to the Beneficiary through the Policyholder for the benefit of the Beneficiary and the Policyholder agrees to pass on those Benefits to the Beneficiary subject to the terms and conditions of the Policy and the Company's right to receive all information and documentation sought which includes but not limited to following:

- a) General documents
 - i). Certificate of Insurance issued by the Company.
 - ii). Medical records from the physician last seen.
 - iii). Certificate of Hospital Treatment
 - iv). Discharge summary / Discharge card from the hospitals/ clinics where LA had taken treatment. Any other document that may be relevant in establishing the validity of the claim.
- b) Additional documents:
 - i). Claim intimation in writing within 180 days of occurrence of the death
 - ii). Death Certificate issued by the local municipal authority and medical cause of death
 - iii). Coroner's / Post Mortem Report / FIR (First Information Report) / PIR (Police Inquest Report) / Final Inquest Report in case of unnatural / accidental death.
 - iv). Copy of crematorium/ burial record specifying the date, day and time of cremation/burial.
 - v). Documents to establish right of claimant in case of no valid nomination being in existence at the time of death.
 - vi). Report from police in case of Accident/ unnatural death

12. Suicide Exclusions

On death due to suicide by a Member within one year from the Entry Date, the Company shall pay 80% of the

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Single Premium or the surrender value (with respect to that Member) as on the date of death, whichever is higher, and terminate the Membership/Life Insurance Cover.

13. General Conditions

- a) The Company reserves the rights to vary from time to time the Policy Terms and Conditions of this Policy for new Members 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 Single Premium payable hereunder shall be open for inspection by the Company at all times.
- c) It is hereby expressly agreed between the Policyholder and the Company that this Policy is effected in accordance with the provisions of the Scheme Rules and in the event of the Rules being amended such amendments, if they have any bearing on or affect in any way, the Policy Terms and Conditions or any of the Life Insurance Cover effected hereunder, shall become effective only if the said amendments are approved by the Company on such terms as the Company may stipulate. Any alteration or amendment that may become necessary in the Policy Terms and Conditions on account of any amendment or alteration, approved by the Company in the provisions of the Scheme Rules shall be given effect to by appropriate endorsements to the Policy signed by an authorized Officer of the Company. In case of any discrepancy between the provisions of the Scheme Rules and the Policy Terms and Conditions, the provisions as contained in the Policy Terms and Conditions shall prevail.
- 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 right to stop adding any new Member under the Policy by sending to the Policyholder, not less than 90 day's advance notice in writing.
- f) The Company reserves the right to recover the amount from the Policyholder or the Member or any other person, if it is found that the Benefits are erroneously paid due to the fault of the Policyholder. In case we are not in a position to recover such amounts from the Member or any other person, the Policyholder will be liable to pay the said amount to the Company within 15 days from the date of its demand. However, the Policyholder will not be liable or responsible for any wrong payments made by the Company without any fault on the part of the Policyholder.

14. Taxes

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

15. Notices

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

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a. The Member/Policyholder:

i) Shall be sent either by hand, post, courier, facsimile, Short Messaging Service (SMS), Voice call, e-mail or through any other digital/electronic media to the Policyholder to the address or communication/ correspondence details specified by the Policyholder in the Enrollment/Proposal Form or as per subsequent most recent change of address and/or communication/correspondence details intimation submitted by them to the Company.

ii) The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's/Member's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder/Member due to any reason, there shall be no obligation upon the Company to make any attempt again towards dispatch of the notice which was returned undelivered.

b. The Company, shall be submitted by hand, post, facsimile or E-mail:

Bajaj Allianz Life Insurance Company,

GE Plaza, Airport Road, Yerawada, Pune – 411 006

Toll Free No. 1800 209 7272 | Fax: 020-6602-6789

e-mail: customercare@bajajallianz.co.in

The Policyholder must ensure that he keeps the Company informed if there is a change of address and contact details. This will enable the Policyholder to receive regular updates, and communication from time to time and facilitate efficient and timely payouts by the Company of the benefits under the Policy.

16. Fraud, Misrepresentation and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of section 45 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 45 is enclosed in Annexure – BB for reference]

17. Free Look Period

Within 15 days [thirty (30) days in case this Policy is issued under the provisions of IRDA Guidelines on Distance Marketing of Insurance Products] of the receipt of this Policy/Certificate of Insurance, the Policyholder or the Member may, if dissatisfied with any of the terms and conditions for any reason, give the Company a written notice of cancellation along with reasons for the same, and return the Policy Document / Certificate of Insurance to the Company, subject to which the Company shall send a refund comprising the sum of all Single Premiums / Single Premium received for that Member less the proportionate life insurance premium for that period of cover and expenses incurred by the Company on the medical examination of the Member /s and the applicable stamp duty charges to the Policyholder / Member.

18. Grievance Redressal and Ombudsman

In case you have any query or compliant/grievance, you may contact the Grievance Officer of any nearest Customer Care Center at Branch Office of the Company during the Company's office hours from 9 am to 6 pm. Alternatively, you may communicate with the Company: By post at: Customer Care Desk,

Bajaj Allianz Life Insurance Company Ltd., GE Plaza, Airport Road, Yerawada, Pune - 411006

By Phone at: Toll Free No. 1800 209 7272 | By Fax at: 020-6602-6789

By Email: customercare@bajajallianz.co.in

In case you are not satisfied with the resolution provided to you by the above office, or have not received any response within 10 days, or you have any suggestion in respect of this Policy or on the functioning of the office, you may contact the following official for resolution:

Grievance Redressal Officer,

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Bajaj Allianz Life Insurance Company Ltd. 3rd Floor, Bajaj Finserv, Survey No: 208/1-B , Behind Weik Field IT Park, Viman Nagar, Pune – 411014 Tel. No: 1800- 233- 7272 | Fax: (+91 20) 40111502,

Email ID: customercare@bajajallianz.co.in

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

By Phone: TOLL FREE NO: 155255, By Email: complaints@irda.gov.in

By post at: Consumer Affairs Department Insurance Regulatory and Development Authority of India 9th floor, United India Towers, Basheerbagh, Hyderabad – 500 029, Andhra Pradesh

By Fax at: +91- 40 – 6678 9768

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

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

19. Fraud, Misrepresentation and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of section 45 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 45 is enclosed in Annexure – BB for reference]

20. General Terms and Conditions

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

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

THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE PRESERVED SAFELY. PLEASE CHECK THE POLICY DOCUMENT UPON RECEIPT, AND IF ANY MISTAKE OR ERROR IS FOUND, THE SAME BE INFORMED IMMEDIATELY TO BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED

All communications in relation to this policy shall be addressed to:

Bajaj Allianz Life Insurance Company Ltd.,
GE Plaza, Airport Road, Yerawada, Pune – 411006

Address & Contact Details of Ombudsman Centres

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

| | | |
|--------------|---|---|
| AHMEDABAD | Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg., Tilak Marg, Relief Road, Ahmedabad - 380001. Tel no's: 079-25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in. | Gujarat, Dadra & Nagar Haveli, Daman and Diu |
| BENGALURU | Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 025, Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in. | Karnataka |
| BHOPAL | Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003, Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in. | Madhya Pradesh, Chhattisgarh |
| BHUBANESHWAR | Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751009, Tel.: 0674 - 2596003/ 2596455 Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in. | Orissa |
| CHANDIGARH | Office of the Insurance Ombudsman, S.C.O.No.101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh-160017, Tel.: 0172-2772101/2706468 Fax: 0172-2708274, Email: bimalokpal.chandigarh@ecoi.co.in. | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh |
| CHENNAI | Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018, Tel.: 044 - 24333668/ 24335284 Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in. | Tamil Nadu, Pondichery Town and Karaikal (Which are part of Pondichery) |
| DELHI | Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002 Tel.: 011 - 23234057/23232037 Fax: 011 - 23230858, Email: bimalokpal.delhi@ecoi.co.in. | Delhi |
| GUWAHATI | Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001 (ASSAM), Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in. | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura |
| HYDERABAD | Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004, Tel.: 040 - 65504123/ 23312122 Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in. | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondichery |
| JAIPUR | Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363, Email: bimalokpal.jaipur@ecoi.co.in. | Rajasthan |
| ERNAKULAM | Office of the Insurance Ombudsman, CC 22/2603 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G.Road, Ernakulam - 682015, Tel.: 0484 - 2358759/2359338 Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in. | Kerala, Lakshadweep, Mahe -a part of Pondichery |
| KOLKATA | Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072, Tel.: 033 - 22124339 / 22124346, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in. | West Bengal, Bihar, Sikkim, Jharkhand Andaman & Nicobar Islands |
| MUMBAI | Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400054, Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in. | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane |
| PUNE | Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030, Tel.: 020 - 32341320, Email: bimalokpal.pune@ecoi.co.in. | Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region |
| PATNA | Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti, Road, Bahadurpur, PATNA - 800 006, Tel No: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in. | Bihar |
| LUCKNOW | Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001, Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in. | Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar |
| NOIDA | Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector 15, NOIDA - 201301, Tel: 0120-2514250/51/53, Email: bimalokpal.noida@ecoi.co.in. | State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, 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 |

Anexure AA

Section 39 of the Insurance Act, 1938 – 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 Insurance Law (Amendment) Act, 2015. The extant provisions in this regard are as follows:

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

[Disclaimer: This is not a comprehensive list of amendments of Insurance Law (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment) Act, 2015 for complete and accurate details.]

Anexure BB

Section 45 – 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 Insurance Law (Amendment) Act, 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.
3. 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.
4. 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 Company does not believe to be true;
 - b. The active concealment of a fact by the Company 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

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