

# Bajaj Allianz Niyamit Sanchay Suraksha

A Traditional Group Variable Insurance Plan

UIN : 116N120V01

## Bajaj Allianz Life Insurance Company Limited

### Schedule

Non Linked Non Participating Group Savings Variable Insurance Product

### Product Name – Bajaj Allianz Niyamit Sanchay Suraksha

(A Traditional Group Variable Insurance Plan)

### Preamble

Bajaj Allianz Life Insurance Company Limited, the Company, has been requested by \_\_\_\_\_, the Policyholder, by a written Proposal Form dated \_\_\_\_\_ to grant the benefits of Life Insurance Cover, under Bajaj Allianz Niyamit Sanchay Suraksha as per the Scheme Rules of the (*.....name of 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 cover under the Policy

Name of the Policyholder \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Pin code \_\_\_\_\_

Policy No.	
Unique Identification No:	116N120V01
Policy Commencement Date	
Regular Premium/Single Premium	

#### Charges under the Policy

All the Charges mentioned below will be subject to applicable service tax which shall be deducted along with the respective Charge.

#### A. Premium Allocation Charge

##### Regular Premium

Membership Year	Premium Allocation Charge
1	
2 –5	5.75%
6+	Nil

**Single Premium** : The Premium Allocation Charge is \_\_\_\_\_% of Single Premium

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## B. POLICY ADMINISTRATION CHARGE :

**Regular Premium :** Nil for the first five years and ₹ 12 per annum from the 6th Policy Year for Member onwards inflating @ 5% p.a. subject to a maximum of ₹ 6000/- per annum per member.

**Single Premium :** Nil

## C. FUND MANAGEMENT CHARGE

1.25% p.a.

## D. DISCONTINUANCE CHARGE

For Regular Premium:

Where the membership is discontinued during the Policy Year for Member	Discontinuance Charge of the membership having Annual Premium up to ₹ 25,000	Discontinuance Charge of the membership having Annual Premium above ₹ 25,000
1	Lower of 20% * (AP or FV) subject to maximum of ₹ 3,000	Lower of 6% * (AP or FV) subject to maximum of ₹ 6,000
2	Lower of 15% * (AP or FV) subject to maximum of ₹ 2,000	Lower of 4% * (AP or FV) subject to maximum of ₹ 5,000
3	Lower of 10% * (AP or FV) subject to maximum of ₹ 1,500	Lower of 3% * (AP or FV) subject to maximum of ₹ 4,000
4	Lower of 5% * (AP or FV) subject to maximum of ₹ 1,000	Lower of 2% * (AP or FV) subject to maximum of ₹ 2,000
5 & above	Nil	Nil

AP – Annualized Premium & FV – Individual Account Value

For Single Premium :

Where the membership is discontinued during the Policy Year for Member	Discontinuance Charge of the membership having Single Premium up to ₹ 25,000	Discontinuance Charge of the membership having Single Premium above ₹ 25,000
1	Lower of 2% * (SP or FV) subject to maximum of ₹ 3,000	Lower of 1% * (SP or FV) subject to maximum of ₹ 6,000
2	Lower of 1.5% * (SP or FV) subject to maximum of ₹ 2,000	Lower of 0.5% * (SP or FV) subject to maximum of ₹ 5,000
3	Lower of 1% * (SP or FV) subject to maximum of ₹ 1,500	Lower of 0.25% * (SP or FV) subject to maximum of ₹ 4,000
4	Lower of 0.5% * (SP or FV) subject to maximum of ₹ 1,000	Lower of 0.10% * (SP or FV) subject to maximum of ₹ 2,000
5 & above	Nil	Nil

SP – Single Premium & FV – Individual Account Value

## E. Miscellaneous Charge

A Miscellaneous Charge of ₹ 100/-, will be deducted per transaction in respect of alteration of premium mode, partial withdrawal or issuance of copy of Policy Document or Certificate of Insurance.

**To whom the Benefits are Payable:** The Benefits are payable to the Member or the Nominee(s) where a valid nomination has been registered by the Company (in accordance with section 39 of the Insurance Act 1938), or the executors, administrators or the legal representatives who should take out representation to the estate or to such persons as directed by the court of competent jurisdiction in India, limited at all times to the monies payable under this Policy.

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The Policy shall be subject to and governed by the terms of the Policy Document along with the Schedule contained herein and endorsements if any, made from time to time and all these shall together form a single agreement

All taxes, including service tax, either existing or those that may apply in future (including enhancements of existing taxes) will be deducted from the premium as per the applicable rates prevailing. Payment of such taxes shall be the responsibility of the Policyholder/Member/Nominee.

Bajaj Allianz Life Insurance Company does not provide any warranty or assurance that the Policyholder or the Member will be, by virtue of purchasing this Policy or enrollment as a Member under the group insurance scheme, eligible for any income tax or other tax rebate or relief.

Bajaj Allianz Life Insurance Company does not provide any warranty or assurance that the Policyholder/ Members enrolled under the group insurance will be, by virtue of purchasing this Policy/enrolment as Member, eligible for any income tax or other tax rebate or relief.

**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.**

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.

Agent's details:

Name:

License No.:

Phone No:

Address:

e-mail:

Signed on behalf of Bajaj Allianz Life Insurance Company Limited for Policy No \_\_\_\_\_

Issued on date \_\_\_\_\_

Authorized Signatory:

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## POLICY DOCUMENT

This Policy is issued on the basis of the information given and declarations made by the Policyholder in the Proposal Form, which is incorporated herein and forms the basis of this Policy.

### 1. Definitions

The following terms shall have the meaning assigned to them as below. The singular includes the plural, and references to the male include the female where the context so permits.

Unless contrary to the context, the following shall be deemed to mean:

- Member/Policyholder shall refer to a Member in case of Non Employer Employee Group and Policyholder in case of Employer Employee Group
- Membership Register/Certificate of Insurance shall refer to Membership Register as maintained by the Policyholder in Employer Employee group and Certificate of Insurance as issued by the Company to each individual member on admission into group insurance scheme in non Employer Employee Group. No separate Certificate of Insurance is issued by the Company to each individual Member on admission into group insurance scheme in Employer Employee Group

<b>a</b>	<b>Account</b>	refers the Individual Regular Premium Account / Individual Single Premium Account, as applicable
<b>b</b>	<b>Account Value</b>	means the accumulated value in the Account of the Regular Premium or Single Premium (as applicable) received in respect of that Member less the Mortality Charge, Premium Allocation Charge, Policy Administration Charge, less service tax applicable on all Charges, increased at the rate/s of GIR, AIR and any residual additions less the Fund Management Charge
<b>c</b>	<b>Additional Interest Rate (AIR)</b>	shall mean the guaranteed annualized rate of return of 2.5% p.a. for the first five (5) Policy Years of Member and nil thereafter, and which will be credited to the Account Value at the end of each calendar quarter or at the time of the benefit payment (if earlier), as per Section 5 below, after crediting the Account Value with the Guaranteed Interest Rate (GIR).
<b>d</b>	<b>Annual Renewal Date</b>	shall mean the anniversary of the Policy Commencement Date in each Policy Year.
<b>e</b>	<b>Age</b>	means age at last birthday.
<b>f</b>	<b>Business Day</b>	means the common working day of the Corporate Office of the Company.
<b>g</b>	<b>Certificate of Insurance</b>	means certificate issued by the Company on the basis of the details mentioned in the Member's enrolment form to each Member as an evidence of acceptance of risk on the life of the Member under the Policy.
<b>h</b>	<b>Charges</b>	means the charges applicable to this Policy as mentioned in the Schedule and detailed in Section 29, Section 30 and Section 31 below.
<b>i</b>	<b>Company</b>	means BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
<b>j</b>	<b>Date of Commencement of Risk</b>	means the Entry Date as mentioned in the Certificate of Insurance from which the risk cover of the Member commences under the Policy.
<b>k</b>	<b>Date of Discontinuance</b>	means the date on which the Company receives the written communication from the Member/Policyholder, as per Section 7a) below, to discontinue the Membership (Option II) OR if the Company does not receive any written communication, from the Member/Policyholder, then, the date at the expiry of 30 days from the date of receipt of the discontinuance notice by the concerned Member/Policyholder, as the case may be, in accordance with Section 16 below.
<b>l</b>	<b>Discontinued Membership</b>	means the membership wherein the Member/Policyholder has discontinued the payment of Regular Premium with respect to that Member and, as a result of that, the membership has been subject to the action as per Section 7 below.
<b>m</b>	<b>Discontinued Life Policy Account</b>	means a segregated account, maintained by the Company that is set aside and is constituted by the discontinuance account value of the Discontinued Policies, determined in accordance with the IRDAI Linked Insurance Products Regulations, 2013 and any subsequent modification made therein by the IRDAI.

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<b>n</b>	<b>Entry Date</b>	means the Policy Commencement Date in relation to a Member already existing as a Member under the Scheme on the Policy Commencement Date and in relation to a new Member the date when his name is recorded in the Membership Register as a Member, after due approval from the Company.
<b>o</b>	<b>Grace Period</b>	means period of 15 days for monthly frequency of Regular Premium and 30 days for other frequencies of Regular Premium, from the Regular Premium Due Date (specified in the Membership Register), allowed for the payment of Regular Premium and after which the risk cover will lapse if due Regular Premiums in respect of Member remains unpaid.
<b>p</b>	<b>Guaranteed Interest Rate (GIR)</b>	shall mean the annualized rate of return of 1.5% per annum guaranteed for the entire term of the Membership and which will be credited to the Account Value at the end of each calendar quarter or at the time of the benefit payment (if earlier), as per Section 5 below.
<b>q</b>	<b>IRDAI</b>	means the Insurance Regulatory and Development Authority of India.
<b>r</b>	<b>Individual Regular Premium Account</b>	shall mean the account maintained for each Member by the Company under this Policy to manage the investment of Regular Premium received in respect of the Member.
<b>s</b>	<b>Individual Single Premium Account</b>	shall mean the account maintained for each Member by the Company under this Policy to manage the investment of Single Premium received in respect of the Member.
<b>t</b>	<b>Maturity Date</b>	means the date specified in the Membership Register/Certificate of Insurance on which the Maturity Benefit as specified per Section 5b) below shall become payable to the Member through the Policyholder.
<b>u</b>	<b>Member</b>	means a person who meets the eligibility criteria specified in the Scheme Rules and whose name has been recorded in the Membership Register/Certificate of Insurance as a Member after due approval from the Company and whose life is assured under this Policy.
<b>v</b>	<b>Membership Register</b>	is a record of Members maintained by the Policyholder which contains information about Members including but not limited to any unique identification number of Member, name, Age, gender, Sum Assured, Entry Date, Regular Premium /Single Premium, Premium frequency, Premium Paying Term Nominee and Maturity Date, etc.
<b>w</b>	<b>Membership Anniversary</b>	means the date corresponding numerically with the Entry Date of a Member in each subsequent year during the Policy Term of Member
<b>x</b>	<b>Monthly Due Date</b>	means the date corresponding numerically with the Entry Date of a Member in each subsequent month during the Policy Term of Member.
<b>y</b>	<b>Nominee</b>	means the person who has been appointed by the Member as nominee and whose name has been entered in the Membership Register/Certificate of Insurance as being eligible under the Scheme to receive the benefits payable under the Policy on death of the Member.
<b>z</b>	<b>Paid up Sum Assured</b>	is equal to Sum Assured of the Member multiplied by the proportion of the total number of Premiums paid to the number of Premiums payable in the Premium Paying Term with respect to the Member, under a membership referred to in Option C of Section 7b(i) below.
<b>aa</b>	<b>Policy</b>	means the arrangements established by the Policy Terms and Conditions.
<b>bb</b>	<b>Policy Anniversary</b>	means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the term of the Policy.
<b>cc</b>	<b>Policy Commencement Date</b>	means the date from which this Policy takes effect and as specified in the Schedule.
<b>dd</b>	<b>Policyholder</b>	means the entity named in the Schedule who has concluded the Policy with the Company.
<b>ee</b>	<b>Policy Terms and Conditions</b>	means this Policy wording, the Schedule (which is attached herewith and forms part of this Policy and, if endorsed, then, with the endorsed version), 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 and risk on life of Member has been assumed.

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<b>ff</b>	<b>Policy Term of Member</b>	means the period between the Entry Date and the Maturity Date for a Member as specified in the Membership Register/Certificate of Insurance.
<b>gg</b>	<b>Policy Year for Member</b>	means the year commencing on the Entry Date or an anniversary thereof for a Member.
<b>hh</b>	<b>Policy Year</b>	means the year commencing on the Policy Commencement Date or an anniversary thereof
<b>ii</b>	<b>Premium Paying Term</b>	means the period specified in the Membership Register /Certificate of Insurance during which the Regular Premium is payable.
<b>jj</b>	<b>Proposal Form</b>	means the Policyholder's statements in the proposal for this Policy submitted by or on behalf of the Member along with any other information or documentation provided to the Company prior to inception of the Policy.
<b>kk</b>	<b>Regular Premium</b>	means the amount of premium payable by the Member/Policyholder (as specified in the Membership register) for the Members at regular intervals during the Premium Paying Term.
<b>ll</b>	<b>Regular Premium Due Date</b>	shall be the date depending on the frequency (as mentioned in the Membership Register) in respect of each Member in each calendar year on which the Regular Premium with respect to that Member is payable.
<b>mm</b>	<b>Scheme Rules</b>	means the rules of the Bajaj Allianz Niyamit Sanchay Suraksha Scheme adopted by the Policyholder and a certified copy of which has been furnished to the Company by the Policyholder.
<b>nn</b>	<b>Single Premium</b>	means the amount of premium payable by the Member/Policyholder for their Members, in case of a single premium cover, as and when any person is enrolled as a Member on Entry Date.
<b>oo</b>	<b>Sum Assured</b>	is the amount as specified in the Membership Register/Certificate of Insurance, which is referred to determine the amount payable to the Nominee per Section 5a) below upon the death of the Member after the Date of Commencement of Risk.

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### 2. Policy Description

- a) The Policy is a traditional non linked, non participating group savings variable insurance plan where premium is payable on Regular Premium or Single Premium basis (as mentioned in the Schedule).
- b) On the Entry Date, the Company shall open an Account for each Member. The Regular Premium / Single Premium received by the Company less the Mortality Charge, Premium Allocation Charge, Policy Administration Charge, less service tax applicable on all Charges shall be credited to the Account of the Member.
- c) At the end of each calendar quarter, the Company will credit the Guaranteed Interest Rate (GIR) and, then, any Additional Interest Rate (AIR) in to each Account. Then, applicable Fund Management Charge will be deducted from the Account.
- d) The GIR & AIR shall be credited and the Fund Management Charge deducted only to the extent and duration for which the monies remained invested in the Account.
- e) Non-zero positive residual additions, if any, shall be credited to the Account in order to meet the maximum reduction in yield criteria stipulated in Sub-regulation 37 of IRDA (Linked Insurance products) Regulations, 2013, at the end of each Policy Year of Member, starting from the fifth (5th) Policy Year of Member. Such non-zero positive residual additions shall be determined as:
  - Gross Investment Yield earned in the shadow account at the end of each Policy Year of Member less
  - the Actual yield earned in the Account at the end of each Policy Year of Member less
  - Yield referred in the reduction in yield at that duration as stipulated in Sub-regulation 37 of IRDA (Linked Insurance Products) Regulations, 2013.The yield earned on the Account shall be calculated using the money weighted rate of return method at the end of each Membership Year.

### 3. Eligibility Criteria

- a) A person who satisfies the eligibility criteria established under the Scheme Rules is eligible to become a Member herein. But, becoming a Member herein does not establish any right or entitlement of the Member against the Company under this Policy.
- b) No person shall become a Member unless and until his name has been entered into the Membership Register/ Certificate of Insurance is issued by the Company, who has the sole and absolute right to decide whether a person's name should be entered in the Membership Register/Certificate of Insurance; for which purpose the Company may call for such information or documentation (medical or otherwise) as to the satisfaction of the eligibility criteria contained in the Scheme Rules (which shall not be amended without the Company's prior written consent) or otherwise as the Company deems fit. In a Non-Employer-Employee Policy, Certificate of Insurance shall be the conclusive evidence of entitlement of a person name to be entered into the Membership Register.
- c) If the Company calls for information or documentation in respect of any Member, the Member/Policyholder shall forward the same to the Company within thirty (30) days of it having been requested.

### 4. Regular Premium / Single Premium

- a) Single Premium (as specified in the Membership Register/Certificate of Insurance) is payable as and when any person is enrolled as a Member on Entry Date.
- b) Regular Premium (as specified in the Membership Register/Certificate of Insurance) is payable in full by the due date through-out the Premium Paying Term. The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- c) The Company will not accept any amount lesser than the Regular Premium due as the Regular Premium.
- d) The Member/Policyholder may, at any Membership Anniversary, change the frequency of payment of Regular Premium by giving a written notice to the Company at least thirty (30) days before any Membership Anniversary, subject to the notice satisfying the minimum Regular Premium requirements as determined by the Company from time to time.

### 5. Policy Benefits

#### a) Death Benefit

On the death of the Member before the Maturity Date, the Company, subject to Section 13 and Section 20 below, provided the Policy or membership has not been terminated per Section 19 below, shall pay the following amount to the Nominee through the Policyholder:

Sum Assured/Paid Up Sum Assured as applicable plus the Account Value including interest accrual as on the date of receipt of intimation of death at the Company's office, subject to a minimum of 105% of total Regular Premium or Single Premium (as applicable) paid, excluding the service tax.

#### b) Maturity Benefit

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If the Member is alive on the Maturity Date, Account Value including interest accrual as at the Maturity Date is payable by the Company to the Member through the Policyholder as a Maturity Benefit, provided the Policy or membership has not been terminated per Section 19 below

### c) Surrender Value

#### i. Membership Surrender

(1) The Member may, at any time, surrender the membership under the Policy.

(2) On membership surrender during the lock-in period of the first five (5) Policy Years of Member, Account Value with interest accrued till the date of surrender less the discontinuance charge as on the date of surrender will be transferred to the Discontinued Life Policy Account, and all risk cover will be terminated immediately. The option to revive the membership will not be available to such a surrendered membership. The discontinuance value (as per Section 8 below) as at the end of the lock-in period will be paid to the Member as membership surrender value.

(3) On membership surrender after the lock-in period of the first five (5) Policy Years of Member, the Account Value with interest accrued till the date of surrender will be paid immediately as membership surrender value.

(4) On payment of the membership surrender value, the membership terminates.

#### ii. Policy Surrender

The Policyholder cannot surrender the Policy. But, the Policyholder can stop enrolment of new Members any time after Policy Commencement Date.

The Company reserves the right to stop enrolment of new Members by sending not less than ninety (90) day's advance notice in writing to the Policyholder.

## 6. Flexibilities

The Member/Policyholder may, subject to prior approval of the Company, exercise any of the following options by using the application form specified by the Company and meeting the conditions set out therein.

### a) Partial withdrawal

i. Partial withdrawal is allowed at any time after the fifth (5<sup>th</sup>) Membership Anniversary.

ii. After any partial withdrawal, the Account Value should not fall below one (1) times the Single Premium or two (2) times the Regular Premium, as applicable.

iii. Minimum partial withdrawal amount is ₹ 2000/-.

### b) Change in premium frequency

The Member/ Policyholder will have the option to change the Regular Premium payment frequency at any time during the Premium Paying Term provided the prevailing Premium frequency and the requested frequency can be aligned subject to minimum Regular Premium available under the plan. Premium modal factors shall be applied for changed premium frequency. Monthly payment frequency is permitted only by salary deductions or ECS.

### c) Death benefit in installments

i. The Nominee will have the option to take the death benefit [as in Section 5a) above] in equal monthly installments over a period of five (5) or ten (10) years (as per his choice). The first installment shall be due from the date of intimation of death. The option needs to be exercised in writing at the time of filing the death claim form.

ii. Each monthly installment will be an amount equivalent to:

(1) If the installment period chosen is 5 years:  $1.04 * \text{amount of death benefit divided by } 60$ .

(2) If the installment period chosen is 10 years:  $1.08 * \text{amount of death benefit divided by } 120$ .

iii. The Company will review these factors from time to time, subject to IRDAI approval.

iv. The Nominee will have the option, at any time, to request for a discontinuance of the monthly installments even after the installments have commenced.

(1) The Nominee will be eligible for the amount of death benefit less the total amount of installments already paid as on the date of discontinuance, provided the amount payable is non-zero. No further monthly installments shall be payable.

(2) If the amount of death benefit less the total amount of installments already paid as on the date of discontinuance is less than or equal zero, the future installments will not be discontinued. The future installments will be paid as and when they become due

## 7. Non Forfeiture

### a) On discontinuance of Regular Premiums due during the first five (5) Policy Years for Member,

i. The Member/Policyholder shall be entitled to one of the below options.



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- Option I – Revive the Membership under the Policy or, in writing, agree to revive the Membership within the Revival Period by paying all due Regular Premiums and subject to the conditions for revival OR
  - Option II – In writing, intimate the Company to surrender the Membership without any risk cover and receive the discontinuance value (as per Section 8 below) as surrender value either at the end of the
    - (1) Lock-in period of five (5) Policy Years of Member or
    - (2) Revival Period in case the lock-in period of five (5) Policy Years of the Member expires before the expiry of Revival Period.
- ii. A notice will be sent by the Company to the Member/Policyholder within fifteen (15) days of the expiry of the Grace Period, requesting the Member/ Policyholder to exercise one of the options mentioned in Sub-Section i) above within thirty (30) days of receipt of such a notice.
- iii. Till the Date of Discontinuance, the membership under the Policy shall be treated as in-force with all risk cover by deduction of all applicable Charges for the Member.
- iv. On receipt of communication from the Member/Policyholder choosing Option I and the membership under the Policy has not been revived before the Date of Discontinuance, the membership under the Policy shall be converted to a Discontinued Membership; and the Account Value less the discontinuance charge (as per Section 29 below) will be transferred to the Discontinued Life Policy Fund. The discontinuance value (as per Section 8 below) shall be available as surrender value to the Member at the end of the lock-in period of five (5) Policy Year of the Member or Revival Period, whichever is later.
- v. On receipt of communication from the Member/Policyholder choosing Option II above, the membership under the Policy shall be converted to a Discontinued Membership; and the Account Value less the discontinuance charge (as per Section 29 below) will be transferred to the Discontinued Life Policy Fund. The discontinuance value (as per Section 8 below) shall be available as the surrender value to the Member at the end of lock-in period of five (5) Policy Year of the Member or Revival Period in case the lock-in period expires before the expiry of Revival Period.
- vi. Where the Company does not receive any intimation in writing from the Member/Policyholder about the preferred option within the notice period of thirty (30) days mentioned above, it shall be deemed by the Company that the Member/Policyholder has exercised the Option II above. The membership under the Policy shall be converted to a Discontinued Membership at the end of notice period of thirty (30) days; and the Account Value less the discontinuance charge (as per Section 29 below) will be transferred to the Discontinued Life Policy Fund. The discontinuance value (as per Section 8 below) shall be available as the surrender value to the Member at the end of the lock-in period of five (5) Policy Year of the Member or Revival Period, whichever is later.
- b) On discontinuance of Regular Premiums due after the lock-in period of five (5) Policy Years of Member,
- i. A notice will be sent by the Company to the Policyholder/ Member within fifteen (15) days of the expiry of the Grace Period to exercise one of the options mentioned below within thirty (30) days of receipt of such notice:
- Option A: Revive the membership under the Policy before the end of the Revival Period by paying all due Regular Premiums, subject to the conditions for revival, OR
  - Option B: In writing, intimate the Company to surrender the membership under the Policy. The surrender value for the Member under the Policy as on the date of receipt of such intimation shall be available to the Member, OR
  - Option C: In writing, intimate the Company to continue the membership under the Policy as a paid-up membership with a Paid-up Sum Assured, with all the other benefits as per the Policy Term & Conditions and subject to deduction of all applicable Charges.
- ii. Till the expiry of the above mentioned period of thirty (30) days or till the Member/Policyholder exercises one of the options under Sub-Section b)i) above (whichever is earlier), the membership under the Policy shall be treated as in-force, by deduction of all applicable Charges for the Member under the Policy.
- iii. If the Company does not receive any intimation in writing from the Member/Policyholder or if the Member/Policyholder decides to surrender the membership under the Policy as per Option B above, the surrender value for the Member under the Policy as on the date of receipt of such intimation or expiry of period of thirty (30) days, as the case may be, will be available to the Member
- iv. If the Member/Policyholder has chosen the Option A above, during the Revival Period the membership under the Policy shall be treated as in-force with all the available risk cover, by deduction of all applicable Charges for the Member under the Policy. At the end of the Revival Period, if the membership under the Policy has not been revived, the surrender value for the Member under the Policy as at the end of the Revival Period will be available to the Member.
- c) Under a Discontinued Membership, the death benefit during the lock in period or the period of revival as mentioned in Sub Section a) above shall be the discontinuance value (as per Section 8 below) as on the date of intimation of death at the Company's office and, then, the Membership under the Policy will terminate.

## 8. Discontinuance Value

- a) The discontinuance value will be the higher of
- i. The Account Value with interest accrued less the discontinuance charge (as per Section 29 below) all as on Date of Discontinuance/surrender, accumulated at the rate of return earned on the Discontinued Life Policy Fund net of Fund Management

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Charge (FMC) on the Discontinuance Policy Fund OR

- ii. The Account Value with interest accrued less the discontinuance charge (as per Section 29 below) all as on Date of Discontinuance/surrender, accumulated at the minimum guaranteed rate of investment return net of Fund Management Charge (FMC) on the Discontinuance Policy Fund. The current minimum guaranteed rate of investment return, as prescribed by IRDAI, is 4% p.a.
- b) The current Fund Management Charge on the Discontinuance Policy Fund, as prescribed by IRDAI, is 0.50% per annum.
- c) The Fund Management Charge and the minimum guaranteed rate of investment return as mentioned above, for the calculation of the discontinuance value may change from time to time as per the IRDAI guidelines.

## 9. Revival

The discontinued Membership can be revived subject to the following:

- a) The Company receives the request for revival from the Member/Policyholder within the revival period of two (2) years from the Date of Discontinuance, provided the membership is not terminated already.
- b) All the due-but-unpaid Regular Premiums are paid.
- c) The Premium Allocation Charge and Policy Administration Charge (as per Section 29 below), as applicable during the discontinuance period shall be deducted from the Regular Premiums paid at the time of revival.
- d) Such information and documentation as may be requested by the Company is submitted by the Member at his own expense.
- e) The Company may allow the revival of the membership as per prevailing board-approved underwriting norms, on the original Policy Terms and Conditions or on terms and conditions which may be at variance with original Policy Terms and Conditions, which shall be duly intimated in writing to the Member along with intimation of acceptance of revival.
- f) On revival of the Discontinued Membership, the discontinuance value (as per Section 8 above) of the Member together with the amount of discontinuance charge (without any interest) as deducted by the Company on the Date of Discontinuance shall be added back to the Account Value. No AIR/ GIR will be credited for the period the money was not in the in-force in the Individual Regular Premium Account.

## 10. Admission of Age

- a. The Mortality Charge payable under the Membership is calculated on the basis of the Member Age and gender as admitted in the records of the Policyholder in case of an Employer-Employee group insurance scheme. The Age of the Member in case of a Non-Employer-Employee group insurance scheme has to be substantiated by production of documents accepted by the Company as standard proof of age.
- b. If any of the Age so admitted (the "correct Age") is found to be different from the Age in the Membership Register, then without prejudice to the Company's other rights and remedies including those under the Insurance Act 1938, the following actions shall be taken:
  - i. If the correct Age is such as would have made the Member uninsurable under this Policy, the Membership shall stand discontinued/terminated with immediate effect by the Company and:
    1. If the Membership is discontinued before the fifth (5<sup>th</sup>) Membership Anniversary, the Discontinuance Value shall become payable at the end of the fifth (5<sup>th</sup>) Membership Year,
    2. If the Membership is terminated after the fifth (5<sup>th</sup>) Membership Year, the Surrender Value shall be payable immediately.
  - ii. If the Members correct Age is higher than the Age in the Membership Register, the Mortality Charge payable under the Membership shall be altered corresponding to the correct Age of the Member (the "corrected Mortality Charge") and the accumulated difference between the corrected Mortality Charge and the original Mortality Charge from the Entry Date up to the date of such payment shall be recovered.
  - iii. If the Members correct Age is lower than the Age declared in the Membership Register, the Mortality Charge payable under the Membership shall be altered corresponding to the correct Age of the Member (the "corrected Mortality Charge") from the next Monthly Due Date.

## 11. Nomination

Each individual Member shall nominate a Nominee to whom the death benefit of the Member [as per Section 5a) above] shall be payable as per the Scheme Rules. The nomination shall be recorded in the Certificate of Insurance/Membership Register maintained by the Policyholder.

*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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## 12.Loans

No loan is available under this Policy.

## 13.Suicide Exclusion

Where the Member commits suicide, whether sane or insane, within one (1) year from the Entry Date or date of latest revival of membership, death benefit [as mentioned Section 5a) above] shall not be payable and the Account Value with interest accrual as on the date of intimation of death shall be paid, subject to recovery of any dues with respect to the Member.

The applicability of the suicide exclusion clause will be determined in accordance with the actual date of death of the Member and not the date of intimation of death.

## 14.Currency

All moneys payable to or by the Company hereunder shall be paid in Indian Rupees and the cover affected hereunder shall also be expressed in Indian Rupees.

## 15.Notices

Any notice, direction or instruction under this Policy which may be in writing or in any kind of electronic/digital format and if it is to:

a) The Member/Policyholder:

- i. Shall be sent by hand, post, facsimile, Short Messaging Service (SMS), Voice call, e-mail or through any other digital/electronic media to the Policyholder or the Member as per the details specified by the Policyholder in the Proposal Form/Membership Register or as per subsequent change of address intimation submitted by the Policyholder 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 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 to:

Bajaj Allianz Life Insurance Company,  
GE Plaza, Airport Road, Yerawada, Pune – 411006  
Tel No. : (020)66026777 | Fax No. : (020)66026789  
Toll Free No. 1800 209 7272  
Email ID: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)

## 16.General Conditions

- a) The Policyholder shall furnish to the Company all such data, information or evidence as the Company may reasonably require upon or with regard to any matter affecting the Life Insurance Cover effected or to be effected herein under and the Company shall not be liable for any action taken in good faith upon any data, information, or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate. Such of the Policyholder's records in original (or certified Photostat copies thereof) as in the opinion of the Company have a bearing on the benefits to be provided or the Premiums payable hereunder shall be open for inspection by the Company at all times.
- b) 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 Scheme Rules being amended, such amendments, if they have any bearing on or affect in any way, the Policy Terms and Conditions shall become effective only if the said amendments are approved in writing 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 the event of the Scheme Rules being amended by the Policyholder and such amendments, if they have any bearing on or affect in any way, the Policy Terms and Conditions and is not acceptable to the Company then the Policy shall be terminated and surrender benefit shall be payable as per Section 5c) above.
- c) The Company shall have the right to stop enrollment of new members by sending not less than ninety (90) day's advance notice in writing to the Policyholder expiring on the Annual Renewal Date. Once the Company has made the payment to the Policyholder as per Section 5 above, the Policyholder is completely responsible to give the entire amount sent by the Company to the Beneficiary and the Company shall not have any further responsibility in respect of such payment. The Policyholder hereby agrees that it is only handling the payment to the Beneficiary on behalf of the Company and that it is not entitled to receive any payment under this Policy. The Policyholder hereby agrees to indemnify and hold the Company free and harmless from and against any claims, disputes or losses

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which may arise in connection with any payment made by the Company to the Policyholder.

- d) 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.
- e) The Membership Register as per the annexure to proposal form has to be updated periodically by the Policyholder. All additions and deletions of members must be sent to the Company in the same format either electronically or in hard copy for updating the Company's records.
- f) 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 in India

### 17. Waiver

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

### 18. Termination Conditions

The Membership under the Policy shall immediately and automatically terminate on the earlier occurrence of any of the following events:

- a) The in-force Membership is fully surrendered.
- b) On receipt of intimation at the Company's office of death of the Member.
- c) The date on which Member completes age 70 years or reaches Maturity Date.
- d) On expiry of the 2 years from the date of first unpaid Regular Premium for the Member where the Member has opted Option A under clause 7 (b) herein above.
- e) On payment of discontinuance value (as per Section 8 above) for the Members whose Membership has lapsed for non-payment of Premium or who have voluntarily opted for Discontinuance of their Membership.

### 19. Payment of claim

All Claims are payable to the Member or Nominee/Legal heir of the Member. The Policyholder can be authorized by the claimant to receive the cheque in the name of the claimant. Before any death claim becomes payable due to the death of a Member, the Company shall be entitled to receive all information and documentation sought which includes but is not limited to the following:

- a) Membership certificate issued by the Policyholder for an Employer-Employee group scheme or Certificate of Insurance issued by the Company for a Non-Employer-Employee group scheme.
- b) Death certificate issued by the local municipal authority and the medical cause of death certification.
- c) Medical records from the physician last seen.
- d) Coroner's / post mortem report / FIR (First Information Report) / PIR (Police Inquest Report) / Final inquest report in case of unnatural / accidental death.
- e) Copy of crematorium/burial record specifying the date, day and time of cremation/burial.
- f) Documents to establish right of the claimant in case of no valid nomination being in existence at the time of death.
- g) Report from police in case of accident/unnatural death.
- h) Any other document that may be relevant in establishing the validity of the claim.

### 20. Loss of Policy Document

- a) If the Policy Document is lost or destroyed, then subject to Sub-Section c) below, at the request of the Policyholder, the Company, if satisfied that the Policy Document has been lost or destroyed, will issue a copy of the Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document.
- b) Upon the issuance of a copy of the Policy Document the original Policy Document will cease to have any legal effect.
- c) The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder, as it considers necessary before issuing a copy of the Policy Document.
- d) It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.

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## 21. Governing Law

Any and all disputes arising out of and under this Policy shall be governed by and determined in accordance with Indian law and by the Indian courts.

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

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

## 22. Taxation

The Member/Policyholder agrees to pay and/or allows the Company to deduct from any of the benefits payable or the Account under this Policy, a sum on account of any tax or other payment which may be imposed by any legislation, order, regulation or otherwise, upon the Company, the Policyholder or any other beneficiary, which, in the opinion of the Company, is necessary and appropriate

## 23. Grievance Redressal

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

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

By Phone at: Toll Free No. 1 800 209 7272 | By Fax at: 020-6602-6789

By Email: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)

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

Grievance Redressal Officer, Bajaj Allianz Life Insurance Company Ltd. 3rd Floor, Bajaj Finserv, Survey No: 208/1-B, Behind Weik Field IT Park, Viman Nagar, Pune – 411014 Tel. No: 1800- 233- 7272 | Fax: (+91 20) 40111502, Email ID: [customercare@bajajallianz.co.in](mailto: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](mailto: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: +91-40–66789768

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

## 24. Ombudsman

- a) In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to any of the following:
  - i. Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
  - ii. Delay in settlement of claim
  - iii. Dispute with regard to premium
  - iv. Non-receipt of your insurance document
- b) The address of the Insurance Ombudsman is provided as per Address & Contact Details of Ombudsman Centres attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at [http://www.irdaindia.org/ins\\_ombudsman.htm](http://www.irdaindia.org/ins_ombudsman.htm).
- c) The current list of Insurance Ombudsman and their details are as given in the Address & Contact Details of Ombudsman Centres attached below.
- d) 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.
- e) 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.

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- 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.

## 25. 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]

## 26. 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, other than appropriate endorsements to the Policy signed by an authorized officer of the Company.

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

## 27. Investment Policy

- a) The Company shall create a separate fund for the Policies issued under Bajaj Allianz Niyamit Sanchay Suraksha and selection of the underlying investments of such fund shall be such as the Company, in its sole and absolute discretion, may from time to time determine in accordance with IRDAI regulation on controlled fund and it is further provided that the assets of such Fund would comprise in such proportion as that stipulated for the non-linked funds in the Insurance Regulatory and Development Authority's rules and regulations on investments as amended from time to time.
- b) All assets relating to the Fund shall be and shall remain in the absolute beneficial ownership of the Company. There is no trust created, whether expressly or impliedly, by the Company in respect of the assets or investments.

## 28. Charges

All the Charges mentioned below will be subject to applicable service tax which shall be deducted along with the respective Charge.

- a) Mortality Charge
  - i. The Mortality Charge will be deducted from the Account at the rate the Company applies to the attained Age of the Member, on the Date of Commencement of Risk and on subsequent Monthly Due Dates whilst the Membership continues/Policy remains in-force. The Mortality Charge may vary from year to year according to the attained Age of the Member at the time of deduction of the same.
  - ii. The Mortality Charge per thousand sum at risk is given in Annexure – A. The Mortality Charge is applied on the sum at risk
  - iii. Mortality charge is guaranteed for the entire Membership Term of the Member.
- b) Fund Management Charge

The Fund Management Charge for managing and administering the Funds shall be at the rates as specified in the Schedule.
- c) Policy Administration Charge

The Policy Administration Charge, as mentioned in the Schedule, will be deducted from Account on the Entry date and on subsequent Monthly Due Dates.
- d) Premium Allocation Charge

The Premium Allocation Charge is mentioned in the Schedule.
- e) Discontinuance Charge

The Discontinuance Charge applicable under Regular Premium or Single Premium (as applicable) are as mentioned in the Schedule.
- f) Miscellaneous Charge

A Miscellaneous Charge of ₹ 100/-, will be deducted per transaction in respect of alteration of premium mode, partial withdrawal or issuance of copy of Policy Document or Certificate of Insurance.

## 29. Recovery of Charges

- a) The Fund Management Charge will be deducted from the Account after crediting the GIR and the AIR, if any.
- b) The Mortality Charges will be deducted from Account at Monthly Due Dates
- c) The Policy Administration Charge, if any, will be deducted from Account at Monthly Due Dates

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d) Premium Allocation Charge shall be deducted as and when Regular Premium is paid.

## 30. Revision of Charges

With prior approval from the IRDAI, the Company reserves the right to revise the following charges:

- a) Fund Management Charge up to a maximum of 1.35% per annum.
- b) Policy Administration Charge upto a maximum of ₹ 20 per annum inflating @ 5% p.a
- c) Miscellaneous charge up to a maximum of ₹ 200/- per transaction

The Company will give a notice of three months to the Policyholders for any changes in Charge. The Member/Policyholder who does not agree with the revised Charges shall be allowed to withdraw immediately or at the end of five (5) Policy Years of Member in respect of each Member, whichever is later and terminate the Membership/Policy.

## 31. Free Look Period

Within 15 days [30 days in case the Policy is issued under the provisions of IRDAI Guidelines on Distance Marketing of Insurance Products] from the date of receipt of the Policy the Policyholder has the option to review the terms and conditions of the Policy and if the Policyholder disagrees to any of the terms & conditions, give the Company, a written notice of cancellation along with the reasons for the objections and return the Policy to the Company. All the Members shall be entitled to a refund of the Regular Premium/Single Premium paid, subject to deduction of the stamp duty expenses, the proportionate Mortality Charge, if any, for the period the Members whereon cover, the expenses incurred on medical expenses, if any.

Within 15 days [30 days in case the Policy is issued under the provisions of IRDAI Guidelines on Distance Marketing of Insurance Products] from the date of receipt of the Certificate of Insurance, the Member has the option to review the terms and conditions of the Policy and if the Member disagrees to any of the terms & conditions, give the Company, directly/through the Policyholder, a written notice of cancellation along with the reasons for the objections and return the Certificate of Insurance to the Company. The Member shall be entitled to a refund of the Regular Premium/Single Premium paid, subject to deduction of the stamp duty expenses, the proportionate Mortality Charge, if any, for the period the Members whereon cover, the expenses incurred on medical expenses, if any.

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

## 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, 2 <sup>nd</sup> floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014, Tel.: 079 – 27545441/ 27546840, Fax: 079 - 27546142, Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> Phase, Bengaluru – 560 025, Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003, Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203, Email: bimalokpal.bhopal@gbic.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@gbic.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O.No.101,102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17–D, Chandigarh–160017, Tel.:0172-2772101/2706468 Fax: 0172-2708274, Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018, Tel.: 044 - 24333668/ 24335284 Fax: 044 - 24333664, Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (Which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002 Tel.: 011 – 23234057/23232037 Fax: 011 - 23230858, Email: bimalokpal.delhi@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM), Tel.: 0361 - 2132204/ 2132205 Fax: 0361 - 2732937, Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> 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@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363, Email: bimalokpal.jaipur@gbic.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, CC 22/2603 2 <sup>nd</sup> Floor, Pulinat Bldg.,Opp. Cochin Shipyard, M.G.Road, Ernakulam - 682015, Tel.: 0484 - 2358759/2359338 Fax: 0484 - 2359336, Email:bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe -a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, KOLKATA - 700 072, Tel.: 033 - 22124339 / 22124346, Fax : 033 - 22124341, Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand Andaman & Nicobar Islands
MUMBAI	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400054, Tel.: 022 - 26106552 / 26106960, Fax: 022 – 26106052, Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2 <sup>nd</sup> Floor, C.T.S. No.s. 195 to 198,N.C. Kelkar Road, Narayan Peth, Pune – 411 030, Tel.: 020 - 32341320, Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region
PATNA	Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti, Road, Bahadurpur, PATNA – 800 006, Tel No: 0612-2680952, Email: bimalokpal.patna@gbic.co.in	Bihar
LUCKNOW	Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001, Tel.: 0522 - 2231330 /2231331 Fax: 0522 - 2231310, Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
NOIDA	Office of the Insurance Ombudsman, 4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector 15, NOIDA – 201301, Tel: 0120-2514250/51/53, Email: bimalokpal.noida@gbic.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. ]

#### Annexure 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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