

**Bajaj Allianz Life Insurance Company Limited**  
**Bajaj Allianz Life Health Care Goal**  
**PART - A**  
**FORWARDING LETTER**

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

Address \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_

Sub: Issuance of the Policy under application dated \_\_\_\_\_

We would like to thank you for investing your faith in us. Your policy requires Regular Premiums to be paid for \_\_\_\_\_ years. Please find enclosed herewith your Policy Document, a copy of the Proposal Form and documents mentioned herein below, based on which your Policy has been issued. This Policy is issued subject to section 45 of the Insurance Act, 1938 and any amendment from time to time.

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

Within 15 days [thirty (30) days if this Policy is issued under the provisions of IRDAI Guidelines on Distance Marketing of Insurance Products] of the receipt of this Policy, the Policyholder 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 to the Company, subject to which the Company shall send the Policyholder a refund comprising the Regular Premium (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty.

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

Authorised Signatory  
Head- Underwriting

FOR BAJAJ ALLIANZ LIFE INSURANCE COMPANY LTD.

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

Bajaj Allianz House, Airport Road, Yerawada, Pune - 411006

Toll Free Numbers: 1800 209 7272

**Please read Policy Document, particularly the following clauses on**

Regular Premium	Policy Benefits
Non-payment of regular premium and forfeiture, if any	Definitions & Exclusions as contained in Annexure K

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

**Preamble**

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

**POLICY SCHEDULE**

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

Address \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

Gender		Date of Birth	
Age at Entry		Age	

Policy No.		Product Name	Bajaj Allianz Life Health Care Goal
Product Code		Unique Identification No. (UIN)	116N144V01
Policy Commencement Date		Variant	
Date of Commencement of Risk			
Number of Lives Assured			
Policy Term	Years	Premium Payment Frequency	
Premium Paying Term	Years		
Regular Premium (₹)*		Extra Premium (₹)	
Survival Benefit		Date/s of Survival Benefit	
Due Date of Last Premium		Maturity Date	
Due Dates of Premium		Maturity Benefit	

\* Regular Premium excludes any applicable service tax or cess but includes any Extra Premium

\* This will be based on details given in Section 4(c) below, based on the claims paid and the amount of claims paid in the Policy.

REGULAR PREMIUM PAYABLE FOR SELECTED PREMIUM PAYMENT FREQUENCY:

₹

In Words: Rupees .....Only

**Details of Each Life Assured:**

**Name of the Life Assured – 1**

Age	Years	Date of Birth	
Gender		Age Admitted?	
Policy Term	Years	Sum Assured (₹)	
Regular Premium with respect to this Life Assured (₹)*		Extra Premium with respect to this Life Assured (₹)	
Death Benefit	Return of Total Premiums paid for this Life Assured	CI Benefit	

**Name of the Life Assured – 2**

Age	Years	Date of Birth	
Gender		Age Admitted?	
Policy Term	Years	Sum Assured (₹)	
Regular Premium with respect to this Life Assured (₹)*		Extra Premium with respect to this Life Assured (₹)	
Death Benefit	Return of Total Premiums paid for this Life Assured	CI Benefit	

**Name of the Life Assured – 3**

Age	Years	Date of Birth	
Gender		Age Admitted?	
Policy Term	Years	Sum Assured (₹)	
Regular Premium with respect to this Life Assured (₹)*		Extra Premium with respect to this Life Assured (₹)	
Death Benefit	Return of Total Premiums paid for this Life Assured	CI Benefit	

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Details of the Nominee**

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

**Details of the Servicing Insurance Agent/Insurance Intermediary:**

Name		Code	
Address		License No.	
Phone Number		e-mail Id	
Details of Sales Personnel (for direct sales only)			

**Special Clauses, Exclusions and/or Conditions imposed on the Policy (if any):**

ON EXAMINATION OF THE POLICY, if the Policyholder notices any mistake, the Policy Document is to be returned for correction to the Company.

**To whom the Benefits are Payable:** The Benefits are payable to the Claimant.

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

Tax laws are subject to change. All taxes, including service tax, either existing or those that may apply in future (including enhancements of existing taxes) will be charged extra over and above the Regular Premium amount. Payment of such taxes shall be the responsibility of the Policyholder.

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

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

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

Authorised Signatory

PART B

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

- 1) Definitions & abbreviations:
  - a. "Age" means age as at last birthday.
  - b. "Accident" means a sudden unforeseen and involuntary event caused by external and visible means.
  - c. "Accidental Total Permanent Disability" means the occurrence of a disability of the life of the Life Assured solely and directly due to an Accident as per the definitions and subject to the exclusions given in Annexure K attached herewith. Please refer to Section 4 below for details.
  - d. "ATPD" means Accidental Total Permanent Disability
  - e. "CI" means Critical Illness
  - f. "Claimant" means the Life Assured (if alive) or Policyholder (if different from the Life Assured) or the Assignee or the Nominee or the legal heirs of Policyholder/Nominee(s) to whom the Policy Benefit will be payable.
  - g. "Company" refers to Bajaj Allianz Life Insurance Company Limited.
  - h. "Critical Illness" means any Illness or condition specified in Annexure K and shall include either the first diagnosis of any of the listed Illnesses or first performance of any of the covered surgeries and subject to exclusions as specified in Annexure K.
  - i. "CI Benefit" means the benefit payable on the first diagnosis of the Life Assured with any specified Critical Illness. Please refer to Section 4 below for details.
  - j. "Date of Commencement of Risk" means the date specified in the Schedule (unless the Policyholder is informed otherwise by the Company) from which the risk cover of the Life Assured commences under the Policy.
  - k. "Date of Inception of the Policy" is the date of commencement of the Policy and is the same as the Policy Commencement Date.
  - l. "Death Benefit" means the benefit specified in the Schedule which is payable on the death of the Life Assured in accordance with Section 4 below.
  - m. "Extra Premium" means the amount of additional premium collected as part of the Regular Premium, which is decided based on the prevailing Board approved underwriting norms of the Company, and was communicated to the Policyholder in the counter-offer made to him and to which he consented.
  - n. "Goods and Service Tax" means applicable tax which is charged based on type of the Policy communication address of the Policyholder as stated in the Schedule and amended from time to time. The rates charged may change subject to change in rate/state in address of the Policyholder as on date of adjustment.
  - o. "Grace Period" means the specified period of time immediately following the Premium Due Date during which a payment can be made to renew or continue the Policy in force without loss of continuity benefits such as Waiting Periods and coverage of Pre-existing Diseases. Coverage is not available for the period for which no Regular Premium is received.
  - p. "Grace Period for Policy Renewal" means period of thirty (30) days from the Maturity Date, during which time the Policy can be renewed to extend the cover the Life/Lives Assured under the Policy, as detailed in Section 10)a) below.
  - q. "Grace Period for Premium Renewal" means period of fifteen (15) days for a monthly Premium Payment Frequency and thirty (30) days for other than monthly Premium Payment Frequency, from the due date of Regular Premium payment, without any late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the Policy terms and conditions.
  - r. "GST" means Goods and Service Tax
  - s. "Guaranteed Surrender Value" means the minimum surrender value computed in accordance with Section 9, which is guaranteed by the Company.
  - t. "IRDAI" means the Insurance Regulatory and Development Authority of India.
  - u. "Life Assured" means the person or persons named as the Life Assured/s in the Schedule whose life is assured under this Policy.
  - v. "Nominee" means the person specified in the Schedule who has been nominated in writing to the Company by the Policyholder, who is entitled to receive the Death Benefit under the Policy.
  - w. "Maturity Benefit" means the benefit payable on the Maturity Date (if applicable). Please refer to Section 4) below for details.
  - x. "Maturity Date" means the date as specified in the Schedule on which the Policy Term expires.
  - y. "Paid-up Sum Assured", in a Policy where the Premium Paying Term is less than the Policy Term, is the reduced value of the prevailing/remaining Sum Assured as on the date of the Policy becoming paid-up, and is arrived at as mentioned below:
    - i. For a Policy where CI Benefit for Angioplasty (as defined in Annexure K) has been paid:

PUSA-1: By multiplying the Sum Assured with the proportion of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy, reduced by the CI Benefit for Angioplasty paid.

i.e.,  $PUSA-1 = [(t/m) * \text{Sum Assured}] \text{ MINUS CI Benefit for Angioplasty paid}$
    - ii. For a Policy where no CI Benefit for Angioplasty (as defined in Annexure K) has been paid:

PUSA-2: By multiplying the Sum Assured with the proportion of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy.

i.e.,  $PUSA-2 = [(t/m) * \text{Sum Assured}]$
    - iii. In Sub-Section i. and Sub-Section ii. above, 't' is the number of Regular Premiums paid, and 'm' is the number of Regular Premiums payable in the Policy.
  - z. "Policy" means the arrangements established by the Policy Document.
  - aa. "Policy Anniversary" means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.
  - bb. "Policy Commencement Date" means the date of commencement of the Policy as specified in the Schedule.
  - cc. "Policy Document" means this Policy wording, the Schedule (which is attached to and forms part of this Policy and includes any Annexure or endorsement to it and, if more than one, then, the latest in time) and the Proposal Form.
  - dd. "Policyholder" means the adult person named in the Schedule who has concluded the Policy with the Company.
  - ee. "Policy Term" means the period, as specified in the Schedule, between the Policy Commencement Date and the Maturity Date.
  - ff. "Policy Year" means the year commencing on the Policy Commencement Date or a Policy Anniversary thereof.
  - gg. "Premium Payment Frequency" is a regular time interval as specified in the Schedule, at which the Regular Premium is payable during the Premium Paying Term.
  - hh. "Premium Paying Term" means the period specified in the Schedule during which the Regular Premium is payable.
  - ii. "Proposal Form" means the Policyholder's statements in the proposal for this Policy submitted by or on behalf of the Policyholder along with any other information or documentation provided to the Company prior to inception.
  - jj. "PUSA" means Paid-up Sum Assured
  - kk. "Regular Premium" means the amount exclusive of applicable taxes, if any, payable by the Policyholder at regular intervals during the Premium Paying Term, in amount and at the Premium Payment Frequency, both, as specified in the Schedule. Please refer to Section 3) below for more details.
  - ll. "Schedule" means the document attached to this Policy which contains specific details of the Policy and benefit and any annexure(s) attached to it from time to time and any endorsements the Company has made and, if more than one, then, the latest in time.
  - mm. "Special Surrender Value" means surrender value paid on the surrender of the Policy and calculated in accordance with Section 9 of the Policy.
  - nn. "Sum Assured" is the amount as specified in the Schedule for the Life Assured under the Policy.
  - oo. "Surrender Benefit" means the benefit, if any, payable on the surrender of the Policy, calculated in accordance with Section 9 of the Policy.
  - pp. "Survival Benefit" means any benefit that is payable under the Policy during the Policy Term based on the survival of the Life Assured to a specified date. There is no Survival Benefit under the Policy.

- qq. "Survival Period" means a period of thirty (30) days from the date of diagnosis of the Critical Illness as listed under Annexure K.
- rr. "Total Premium" means total of all the Regular Premiums received under the Policy till date. It excludes any Extra Premium paid under the Policy, but includes any Regular Premium which has been credited from the WOP Benefit.
- ss. "Variant" means the four (4) Variants, as specified in the Schedule and mentioned in detail under Section 4, that the Policyholder has to choose from before the Date of Commencement of Risk. The Schedule will specify which Variant is in force in the Policy.
- tt. "Waiting Period" means a period of ninety (90) days from the Date of Commencement of Risk or date of latest revival of the Policy, whichever is later
- uu. "WOP Benefit" means the Waiver of Premium Benefit, which if applicable in the Variant chosen in the Policy, is a waiver of the future Regular Premium due, on the first occurrence of any death, CI and/or ATPD (as applicable) of the Life Assured who is also the Policyholder. Please refer to Section 4 below for more details.

PART C

2) Policy Description

- a) The Policy is a non-participating, individual life, and Regular Premium health cover (health and death related) plan.

Four (4) Variants, as mentioned below, are available under the Policy which will be chosen by the Policyholder before the Policy Commencement Date. Once chosen the applicable Variant cannot be changed under the Policy. The Schedule will specify which Variant is in force in the Policy. The details of the benefits under each Variant are as given in Section 4 below.

- b) There is a Surrender Benefit available under the Policy, if the Variant in force under the Policy is Critical Long Term Health Care Plus or Long Term Family Health Care Plus, calculated in accordance with the Section 9 below.

3) Regular Premium

- a) Regular Premium is payable in full during the Premium Paying Term on the due dates of premium specified in the Schedule or within the Grace Period for Premium Renewal.
- b) The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- c) The Company will not accept any amount less than the Regular Premium along with applicable taxes, if any, due as the Regular Premium.
- d) The Regular Premium is guaranteed for a period of five (5) Policy Years from the Policy Commencement Date or from the date of latest revision of Regular Premium.

- i. The revised Regular Premium will be informed to the Policyholder by the Company thirty (30) days before the next Policy Anniversary and shall remain unchanged for at least five (5) Policy Years, as applicable.

- ii. If the Policyholder disagrees to the revised Regular Premium, the Policy will be terminated with immediate effect, and Surrender Benefit, if any, will be paid.

- e) Where the Regular Premium along with applicable taxes, if any, in full has not been paid even within the applicable Grace Period, the Policy shall be subjected to the condition(s) specified under the Section 7) below.

4) Policy Benefits – CI Benefit, WOP Benefit, Death Benefit and Maturity Benefit:

The Company will pay the following benefit under the Policy to the Claimant as per the Variant under the Policy, subject to Section 6), Section 11) & Section 22) below, and provided the Policy has not been terminated as per Section 12) below.

- a) If the Policy is in force and all the due Regular Premiums have been received in full, then,

- i) In case Critical Long Term Health Care or Critical Long Term Health Care Plus Variant is in force under the Policy as specified in the Schedule:

(1) WOP Benefit:

On the occurrence of ATPD during the Policy Term to the Life Assured who is also the Policyholder:

- (a) The Company will waive all future Regular Premiums that would otherwise have been due under the Policy until the end of the current Premium Paying Term.

- (b) All other applicable Benefits under the Policy will continue to be in force till the end of the current Policy Term.

(2) CI Benefit:

On the Life Assured's first diagnosis with any Critical Illness during the Policy Term and after the Waiting Period has expired, the Company will make payment in accordance with the following, provided the Life Assured is alive on the completion of the Survival Period:

- (a) If the CI is Angioplasty (as defined in Annexure K), and:

- (i) If the Sum Assured is greater than ₹ 500,000, a fixed CI Benefit of ₹ 500,000 will be paid. No further CI Benefit will be paid for any future occurrence of Angioplasty for the Life Assured. The Policy will, however, continue for other applicable benefits under the Policy, including the remaining amount of Sum Assured as CI Benefit.

- (ii) If the Sum Assured is equal to ₹ 500,000, the Sum Assured will be paid as the CI Benefit and the Policy will immediately and automatically terminate.

- (b) If the CI is not Angioplasty and:

- (i) No prior CI Benefit for Angioplasty (as defined in Annexure K) was paid, then, the Sum Assured will be paid as CI Benefit.

- (ii) A prior CI Benefit for Angioplasty was paid, then, the remaining amount of Sum Assured (i.e., Sum Assured MINUS ₹ 500,000) will be paid as CI Benefit.

- (iii) The Policy will immediately and automatically terminate on the payment this CI Benefit.

- (c) If the Life Assured is diagnosed with any Critical Illness during the Waiting Period, the CI Benefit will not be payable and the Policy will be continued, subject to the receipt of the Regular Premiums due.

(3) Death Benefit:

On death of the Life Assured during the Policy Term, the Company will make payment in accordance with the following:

- (a) If no prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid, then, the Total Premiums received (until the date of the death of the Life Assured) will be paid as the Death Benefit.

- (b) If a prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid, then,

- (i) A proportion of the Total Premiums received (until the date of the death of the Life Assured) will be paid as the Death Benefit. This proportion will be calculated as follows:

$[(\text{Sum Assured MINUS } ₹ 500,000) / \text{Sum Assured}]$ .

- (ii) The Policy will immediately and automatically terminate on the death of the Life Assured.

(4) Maturity Benefit:

- (a) Under Critical Long Term Health Care Variant:

No Maturity Benefit is payable under the Policy.

- (b) Under Critical Long Term Health Care Plus Variant:

- (i) If no prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid, then, the Total Premiums received (until the Maturity Date) will be paid as the Maturity Benefit.

- (ii) If a prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid, then,

A proportion of the Total Premiums received (until the Maturity Date) will be paid as Maturity Benefit. This proportion will be calculated as follows:

$[(\text{Sum Assured MINUS } ₹ 500,000) / \text{Sum Assured}]$ .

- (c) The Policy will terminate on the Maturity Date.

- (ii) In case Long Term Family Health Care or Long Term Family Health Care Plus Variant is in force under the Policy as specified in the Schedule:

(1) WOP Benefit:

During the Policy Term, on the occurrence of the earliest of (i) ATPD to the Life Assured who is also the Policyholder during the Policy Term or (ii) on the first diagnosis of to the Life Assured who is also the Policyholder with a Critical Illness (other than Angioplasty, as defined in Annexure K) during the Policy Term or (iii) on the death of the to the Life Assured who is also the Policyholder:

- (a) The Company will waive all future Regular Premiums that would otherwise have been due under the Policy until the end of the current Premium Paying Term.

- (b) All other applicable Benefits in respect of all the remaining Life Assureds under the Policy will continue to be in force till the end of the current Policy Term.

(2) CI Benefit:

On any of the Life Assured's first diagnosis with any Critical Illness during the Policy Term and after the Waiting Period has expired, the Company will make payment in accordance with the following, provided that Life Assured is alive on the completion of the Survival Period:

- (a) If the CI is Angioplasty (as defined in Annexure K) and:
- (i) If the Sum Assured for that Life Assured is greater than ₹ 500,000, a fixed CI Benefit of ₹ 500,000 will be paid. No further CI Benefit will be paid for any future occurrence of Angioplasty (as defined in Annexure K) for that Life Assured. The Life Assured's cover under the Policy will, however, continue for other applicable benefits under the Policy, including the remaining amount of Sum Assured as CI Benefit.
- (ii) If the Sum Assured for that Life Assured is less than or equal to ₹ 500,000, the Sum Assured for that Life Assured will be paid and the Life Assured's cover under the Policy will, immediately and automatically, terminate.
- (b) If the CI is not Angioplasty (as defined in Annexure K) and:
- (i) No prior CI Benefit for Angioplasty (as defined in Annexure K) was paid in respect of that Life Assured, then, the Sum Assured for that Life Assured will be paid as the CI Benefit.
- (ii) A prior CI Benefit for Angioplasty (as defined in Annexure K) was paid in respect of that Life Assured, then, the remaining amount of Sum Assured for that Life Assured (i.e., Sum Assured for that Life Assured MINUS ₹ 500,000) will be paid as the CI Benefit.
- (c) The Life Assured's cover under the Policy will, immediately and automatically, terminate on the payment this CI Benefit. The cover of the other Lives Assured under the Policy will continue.
- (d) If any Life Assured is diagnosed with any Critical Illness during the Waiting Period, the CI Benefit will not be payable and that Life Assured's cover under the Policy will be continued, subject to the receipt of the Regular Premiums due.
- (3) Death Benefit:  
On death of any one of the Lives Assured during the Policy Term, the Company will make payment in accordance with the following:
- (b) If no prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid with respect to that Life Assured, then, the Total Premiums received (until the date of the death of that Life Assured), with respect to that Life Assured, will be paid as the Death Benefit.
- (c) If a prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid, then:

A proportion of the Total Premiums received under the Policy (until the date of the death of that Life Assured), with respect to that Life Assured, will be paid as the Death Benefit. This proportion will be calculated as follows:

- [(Sum Assured with respect to that Life Assured MINUS ₹ 500,000) / Sum Assured].
- (d) The Life Assured's cover under the Policy will immediately and automatically terminate on the death of the Life Assured.
- (e) The cover of the other Lives Assured under the Policy will continue.
- (4) Maturity Benefit:
- (a) Under Long Term Family Health Care Variant:  
No Maturity Benefit is payable under the Policy.
- (b) Under Long Term Family Health Care Plus Variant:
- (i) If no prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid with respect to any Life Assured under the Policy, then, the Total Premiums received until the Maturity Date will be paid as the Maturity Benefit.
- (ii) If a prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid with respect to any Life Assured under the Policy, then:
- The Maturity Benefit will be the total of:
    - The Total Premiums received until the Maturity Date for all the Life Assureds for whom no prior CI Benefit for Angioplasty has been paid, PLUS
    - A proportion of the Total Premiums received until the Maturity Date for each of the Life Assureds for whom prior CI Benefit for Angioplasty has been paid.
  - The proportion mentioned Sub-Section 1.b. above for each Life Assured will be calculated as follows:  
[(Sum Assured with respect to that Life Assured MINUS ₹ 500,000) / Sum Assured].
- (c) The Policy and the benefits in respect of all Lives Assured will terminate on the Maturity Date.
- (b) Only under Critical Long Term Health Care Plus and Long Term Family Health Care Plus: If the Policy is a paid-up [as per Section 6)b) below], then:
- (i) There will be no WOP Benefit available under a Policy after it has been made paid-up.
- (ii) If Premium Paying term is less than the Policy Term:
- (1) CI Benefit: Under Critical Long Term Health Care Plus : On diagnosis of CI on the life of the Life Assured, subject to the Waiting Period and the Survival Period,

CI Benefit Payable	Current CI is Angioplasty	Current CI is NOT Angioplasty	
If the Paid-up Sum Assured in the Policy is PUSA-2 and the PUSA-2 is less than or equal to ₹500,000	PUSA-2 will be paid as CI Benefit and the Policy will be terminated.	PUSA2 will be paid as CI Benefit and the policy will be terminated.	
If the Paid-up Sum Assured in the Policy is PUSA-1 and the PUSA-1 is less than or equal to ₹ 500,000	Not Applicable	PUSA1 will be paid as CI Benefit and the policy will be terminated.	
CI Benefit Payable	Current CI is Angioplasty	Current CI is NOT Angioplasty	
		CI Benefit for Angioplasty was paid after Policy became Paid-up	NO CI Benefit for Angioplasty was paid after Policy became Paid-up
If the Paid-up Sum Assured in the Policy is PUSA-2 and the PUSA-2 is greater than ₹ 500,000	Rs. 500,000 will be paid as CI Benefit. The Policy will continue for the remaining CI Benefit of (PUSA-2 minus ₹ 500,000), and also for the Death Benefit & Maturity Benefit, as detailed below.	(PUSA-2 minus ₹ 500,000) will be paid as CI Benefit and the Policy will be terminated	PUSA-2 will be paid as CI Benefit and the Policy will be terminated
If the Paid-up Sum Assured in the Policy is PUSA-1 and the PUSA-1 is greater than ₹ 500,000	Not Applicable -	Not Applicable and no benefit payable, as CI Benefit for Angioplasty was paid before the policy became paid-up	PUSA1 will be paid as CI Benefit and the policy will be terminated

CI Benefit Payable	Current CI is Angioplasty	Current CI is NOT Angioplasty	
If the Paid-up Sum Assured in the Policy is PUSA-2 and the PUSA-2 is less than or equal to ₹ 500,000	PUSA-2 will be paid as CI Benefit and the Policy will be terminated.	PUSA2 will be paid as CI Benefit and the policy will be terminated.	
If the Paid-up Sum Assured in the Policy is PUSA-1 and the PUSA-1 is less than or equal to ₹ 500,000	Not Applicable	PUSA1 will be paid as CI Benefit and the policy will be terminated.	
CI Benefit Payable	Current CI is Angioplasty	Current CI is NOT Angioplasty	
		CI Benefit for Angioplasty was paid after Policy became Paid-up	NO CI Benefit for Angioplasty was paid after Policy became Paid-up
If the Paid-up Sum Assured in the Policy is PUSA-2 and the PUSA-2 is greater than ₹ 500,000	₹ 500,000 will be paid as CI Benefit. The Policy will continue for the remaining CI Benefit of (PUSA-2 minus ₹ 500,000), and also for the Death Benefit & Maturity Benefit, as detailed below.	(PUSA-2 minus ₹ 500,000 ) will be paid as CI Benefit and the Policy will be terminated	PUSA-2 will be paid as CI Benefit and the Policy will be terminated
If the Paid-up Sum Assured in the Policy is PUSA-1 and the PUSA-1 is greater than ₹ 500,000	Not Applicable -	Not Applicable and no benefit payable, as CI Benefit for Angioplasty was paid before the policy became paid-up	PUSA1 will be paid as CI Benefit and the policy will be terminated

(2) CI Benefit: Under Long Term Family Health Care Plus: On diagnosis of CI on the life of any one of the Lives Assured, subject to the Waiting Period and the Survival Period,

CI Benefit Payable	Current CI is Angioplasty	Current CI is NOT Angioplasty	
If the Paid-up Sum Assured w.r.t. that Life Assured in the Policy is PUSA-2 and the PUSA-2 is less than or equal to ₹ 500,000	PUSA-2 will be paid as CI Benefit and all covers w.r.t. that Life Assured under the Policy will be terminated.	PUSA-2 will be paid as CI Benefit and all covers w.r.t. that Life Assured under the Policy will be terminated	
If the Paid-up Sum Assured w.r.t. that Life Assured in the Policy is PUSA-1 and the PUSA-1 is less than or equal to ₹ 500,000	Not applicable	PUSA-1 will be paid as CI Benefit and all covers w.r.t. that Life Assured under the Policy will be terminated	
CI Benefit Payable	Current CI is Angioplasty	Current CI is NOT Angioplasty	
		Angioplasty Benefit paid after Policy became Paid-up	NO Angioplasty Benefit paid after Policy became Paid-up
If the Paid-up Sum Assured w.r.t. that Life Assured in the Policy is PUSA-2 and the PUSA-2 is greater than ₹ 500,000	₹ 500,000 will be paid as CI Benefit. The cover w.r.t. that Life Assured will continue for the remaining CI Benefit of (PUSA-2 minus ₹500,000), and the Death Benefit & Maturity Benefit, as detailed below.	(PUSA-2 minus ₹500,000) will be paid as CI Benefit and all covers w.r.t. that Life Assured terminated	PUSA2 will be paid as CI Benefit and all covers w.r.t. that Life Assured under the policy will be terminated
If the Paid-up SA w.r.t. that Life Assured in the Policy is PUSA-1 and the PUSA-1 is greater than ₹ 500,000	Not applicable	Not applicable and no benefit is payable, as CI Benefit for Angioplasty was paid before the policy became paid-up	PUSA1 will be paid as CI Benefit and all covers w.r.t. that Life Assured under the policy will be terminated

(3) Death Benefit: Under Critical Long Term Health Care Plus: On the death of the Life Assured, the Death Benefit payable will be:

Angioplasty Benefit paid (before or after paid-up)	NO Angioplasty Benefit paid (before or after paid-up)
An amount equal to [(Sum Assured minus CI Benefit for Angioplasty)/Sum Assured] * Total Premiums Paid will be paid as Death Benefit and the Policy will be terminated	An amount equal to Total Premiums Paid will be paid as Death Benefit and the Policy will be terminated

(4) Death Benefit: Under Long Term Family Health Care Plus : On the death of any one of the Lives Assured in the Policy, the Death Benefit payable will be:

Angioplasty Benefit paid (before or after paid-up)	NO Angioplasty Benefit paid (before or after paid-up)
An amount equal to [(Sum Assured minus CI Benefit for Angioplasty)/Sum Assured] * Total Premiums Paid, all w.r.t. that Life Assured, will be paid as Death Benefit and all covers w.r.t. that Life Assured under the Policy will be terminated.	An amount equal to Total Premiums Paid w.r.t. that Life Assured will be paid as Death Benefit and all covers w.r.t. that Life Assured under the Policy will be terminated.

(5)Maturity Benefit: Under Critical Long Term Health Care Plus : On the Maturity Date, the Maturity Benefit payable will be:

Angioplasty Benefit paid (before or after paid-up)	NO Angioplasty Benefit paid (before or after paid-up)
An amount equal to [(Sum Assured minus CI Benefit for Angioplasty)/Sum Assured] * Total Premiums Paid will be paid as Maturity Benefit and the Policy will be terminated	An amount equal to Total Premiums Paid will be paid as Maturity Benefit and the Policy will be terminated

(6) Maturity Benefit: Under Long Term Family Health Care Plus: On the Maturity Date, the Maturity Benefit payable will be the Total Premiums paid w.r.t. each surviving Life Assured under the Policy on the Maturity Date, adjusted for any CI Benefit for Angioplasty was paid w.r.t. each Life Assured.

If Angioplasty Benefit was paid for a Life Assured (before or after paid-up)	If NO Angioplasty Benefit was paid for a Life Assured (before or after paid-up)
An amount equal to [(Sum Assured minus CI Benefit for Angioplasty)/Sum Assured] * Total Premiums Paid, all w.r.t. that Life Assured, will be taken in the calculation of Maturity Benefit.	An amount equal to Total Premiums Paid w.r.t. that Life Assured will be taken in the calculation of Maturity Benefit.

iii) If Premium Paying term is equal to the Policy Term, Under Critical Long Term Health Care Plus or Long Term Family Health Care Plus:

(1) On the diagnosis of the any one of the CIs (even if it is Angioplasty) on the Life Assured or on the life of any one of the Lives Assured (as applicable) OR On death of the life of the Life Assured or of any one of the Lives Assured (as applicable):

i. If no prior CI Benefit for Angioplasty was paid w.r.t. that Life Assured, then, the Total Premiums paid till date, under the Policy or w.r.t. that Life Assured (as applicable), will be paid as CI Benefit OR Death Benefit.

ii. If a prior CI Benefit for Angioplasty was paid before the policy became paid-up, then:

1. A proportion of the Total Premiums paid till the date, under the Policy or w.r.t. that Life Assured (as applicable), will be paid as CI Benefit OR Death Benefit.

2. The proportion mentioned above will be equal to: [(Sum Assured w.r.t. that Life Assured MINUS CI Benefit for Angioplasty) / Sum Assured].

(2) On the Maturity Date, the Maturity Benefit payable under the Policy will be:

i. If no prior CI Benefit for Angioplasty was paid w.r.t. that Life Assured, then, the Total Premiums paid till date, under the Policy or w.r.t. that Life Assured (as applicable), will be used for the Maturity Benefit calculation.

ii. If a prior CI Benefit for Angioplasty was paid before the policy became paid-up, then:

1. A proportion of the Total Premiums paid till the date, under the Policy or w.r.t. that Life Assured (as applicable), will be used for the Maturity Benefit calculation.

2. The proportion mentioned above will be equal to: [(Sum Assured w.r.t. that Life Assured MINUS CI Benefit for Angioplasty) / Sum Assured].

iii. In Critical Long Term Health Care Plus, the Total Premium paid adjusted for any CI Benefit for Angioplasty as mentioned in Sub-sections i. & ii. Above will be paid as Maturity Benefit.

In Long Term Family Health Care Plus, the sum of all the Maturity Benefits (w.r.t. each Life Assured still covered under the Policy) as mentioned in Sub-Sections i. & ii. Above will be paid as the Maturity Benefit.

iv) As applicable, the Policy or all risk covers with respect to the applicable Life Assured will terminate on payment of the full applicable benefit under the Policy.

c) For all Variants: If the Policy is a lapsed [as per Section 6)a) below], then, no benefit is payable under the Policy.

PART D

5) Free Look Period:

Within fifteen (15) days of the receipt of this Policy and thirty (30) days in case of electronic Policy & Policy obtained through distance mode, the Policyholder may, if dissatisfied with any of the terms and conditions for any reason, provided no claim has already been made on the Policy, give the Company a written notice of cancellation along with reasons for the same, and return the Policy Document to the Company, subject to which the Company shall send the Policyholder a refund comprising all Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period each of the Lives Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty.

6) Non-payment of Regular Premium and Forfeiture

a) Lapsed Policy

i) Under Critical Long Term Health Care and Long Term Family Health Care Variants: If any Regular Premium is not received in full before the expiry of the applicable Grace Period, the Policy will, immediately and automatically, lapse at the expiry of the Grace Period, and no benefit will be payable under the Policy.

ii) Under Critical Long Term Health Care Plus and Long Term Family Health Care Plus Variants: If at least two (2) full years' Regular Premiums are not received in full before the expiry of the applicable Grace Period under the Policy with



Premium Paying Term less than ten (10) years OR at least three (3) full years' Regular Premiums are not received in full before the expiry of the applicable Grace Period under the Policy with Premium Paying Term ten (10) years and above, the Policy will, immediately and automatically, lapse at the expiry of the Grace Period, and no benefit will be payable under the Policy.

- b) Paid-up Policy (only under Critical Long Term Health Care Plus and Long Term Family Health Care Plus Variants):
  - i) If at least two (2) full years' Regular Premiums have been received under a Policy with Premium Paying Term less than ten (10) years OR at least three (3) full years' Regular Premiums have been received under a Policy with Premium Paying Term ten (10) years and above, and subsequent Regular Premiums are not received in full before the expiry of the applicable Grace Period, then, the Policy will be, immediately and automatically, converted to a paid-up Policy at the expiry of the Grace Period. The benefits are calculated in accordance with Section 4)b) above.
  - ii) If the Paid up Sum Assured value for any Life Assured, PUSA-1 or PUSA-2, becomes negative [based on the calculation mentioned Section 2)w. above], all covers in respect of that Life Assured will be terminated, immediately & automatically, and no further benefit is payable in respect of that Life Assured under the Policy.
  - c) The Policyholder may revive a lapsed/paid-up Policy, subject to the conditions mentioned in Section 7) below.
- 7) Revival
 

If the Policy is lapsed [as per Section 6)a) above] or has become a paid-up Policy [as per Section 6)b) above] with reduced benefits, due to non-payment of Regular Premium, which is due under the Policy, then the Policy can be revived by the Policyholder, subject to the conditions mentioned below:

  - a) If a claim for CI Benefit for Angioplasty was made during the paid-up period, then, revival will not be allowed in the policy
  - b) The written application for revival is received by the Company within two (2) years from the due date of the first unpaid Regular Premium and before the end of the Premium Paying term.
  - c) The arrears of Regular Premiums together with interest (as specified by the Company) along with applicable taxes are paid in full.
  - d) The Policyholder, at his own expense, agrees that all Life Assured or the Lives Assured (as applicable) will undergo medical examination and provides any additional documentation and information, as required.
  - e) The revival of a lapsed/paid-up Policy may be on terms different from those applicable to the Policy at Policy Commencement Date, on renewal of the Policy or previous revival. The Company may revive or refuse to revive the Policy, based on the prevailing Board approved underwriting norms of the Company, and, for any refusal to revive, refund the amount deposited for the purposes of revival of the Policy.
  - f) The revival will take effect only on it being specifically communicated in writing by the Company to the Policyholder.
  - g) On revival, the prevailing/remaining Sum Assured that prevailed before the date of latest lapse/Policy becoming paid-up with reduced benefits, will be reinstated.
- 8) Foreclosure
 

Foreclosure is not applicable under the Policy.
- 9) Surrender Benefit
  - a) Under Critical Long Term Health Care and Long Term Family Health Care Plus Variants:
 

No Surrender Benefit is available under the Policy.
  - b) Under Critical Long Term Health Care Plus and Long Term Family Health Care Plus Variants:
    - i) The Policy can be surrendered by the Policyholder at any time, provided at least two (2) full years' Regular Premiums have been paid for Premium Paying Term less than ten (10) years or at least three (3) full years' Regular Premiums have been paid for Premium Paying Term of ten (10) or more years.
    - ii) The Surrender Benefit payable will be the higher of the Guaranteed Surrender Value (GSV) or the Special Surrender Value (SSV).
    - iii) The Policy will terminate on payment of the Surrender Benefit.
    - iv) GSV factors are as given in the table below and will be applied on the Total Premiums paid under the Policy. GSV factors are guaranteed through-out the Policy Term.

Policy Surrender Year			2	3	4	5	6	7	8	9	10
GSV Factors	PT=10	PPT=5	30%	30%	50%	50%	50%	50%	60%	60%	70%
	PT=10	PPT=7	30%	30%	50%	50%	50%	50%	60%	60%	70%
	PT=15	PPT=15		30%	50%	50%	50%	50%	60%	60%	60%
	PT=20	PPT=20		30%	50%	50%	50%	50%	60%	60%	60%

  

Policy Surrender Year			11	12	13	14	15	16	17	18	19	20
GSV Factors	PT=10	PPT=5										
	PT=10	PPT=7										
	PT=15	PPT=15	60%	70%	70%	70%	70%					
	PT=20	PPT=20	60%	70%	70%	70%	70%	80%	80%	80%	80%	80%

- v) SSV factors are not guaranteed and may be revised by the Company from time-to-time, subject to the IRDAI approval.
  - vi) The amount of GSV will be arrived-at as detailed below:
    - (1) If no prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid with respect to any Life Assured under the Policy, then, the GSV Factor \* Total Premiums received till that date will be the GSV.
    - (2) If a prior CI Benefit for Angioplasty (as defined in Annexure K) has been paid with respect to any Life Assured under the Policy, then:
      - (a) The GSV under the Policy will be the total of:
        - (i) The GSV Factor \* Total Premiums paid till that date for all the Life Assureds for whom no prior CI Benefit for Angioplasty has been paid, PLUS
        - (ii) A GSV Factor \* proportion of the Total Premiums paid till that date for each of the Life Assureds, for whom prior CI Benefit for Angioplasty was paid.
        - (iii) The proportion mentioned Sub-Section (i) above for each Life Assured will be calculated as:  
 [(Sum Assured with respect to that Life Assured MINUS ₹ 500,000) / Sum Assured].
  - vii) Currently, the amount of SSV will be arrived at as in sub-section vi) above, but by using SSV factors. The current SSV Factors are as given in Annexure J below
  - 10) Flexibilities
    - a) Policy renewal at the end of the current Policy Term
 

The Policyholder or any of the surviving Lives Assured will have the option to renew his/their cover under the plan before the end of the Grace Period for Policy Renewal.

      - i) To renew the Policy and/or the cover of a Life Assured under the Policy, the application for renewal should be received by the Company before the expiry of the Grace Period for Policy Renewal.
      - ii) The Company will inform the Policyholder of any changes to the applicable premium. A new policy will be issued for the same.
    - b) Alteration of Premium Payment Frequency
 

The Premium Payment Frequency may be changed at any Policy Anniversary during the Policy Term, subject to then availability of the Premium Payment Frequency and minimum Regular Premium allowed under the plan, as on the date of change.

Quarterly and monthly Premium Payment Frequencies are only allowed under the salary deduction schemes and the auto-debit process (auto-debit process as approved by the RBI to financial institutions).
  - c) Policy Loans
 

Policy loan is not available under the Policy.
  - d) Addition & Deletion of Life Assureds
 

Addition of new Life Assured or Deletion of exiting Life Assureds will not be allowed during the current Policy Term. Addition or Deletion may be done at any Policy Renewal, subject to the prevailing Board approved underwriting policy and/or the product terms & conditions.
- PART E
- CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc  
Not Applicable
- PART F
- 11) Exclusions
    - a) Suicide Exclusions
 

If the Life Assured or any one of the Lives Assured (as applicable) commits suicide whether sane or insane, within twelve (12) months from the Date of Inception of Policy or the date of the latest revival of the Policy, the Company's liability shall be limited to the extent of the amount mentioned below. If the

## Bajaj Allianz Life Health Care Goal

Covers 36 Critical Illnesses Including Heart & Cancer

UIN: 116N144V01

- death due to suicide is within twelve (12) months:
- i) From the Date of Commencement of Risk, the amount payable will be 80% of the Total Premium received as on the date of death OR
  - ii) From the date of the latest revival, the amount payable will be the higher of 80% of the Total Premium received and Surrender Benefit as on the date of death.
- For any CI benefit for Angioplasty already paid with respect to that Life Assured, then, the "80% of Total Premiums paid" will be adjusted by the proportion of the [Remaining Sum Assured / Sum Assured] for that Life Assured. The Total Premium paid mentioned above will be with respect to that Life Assured.
- b) **Waiting Period and Survival Period**  
No CI benefit is payable if CI is diagnosed during the Waiting Period or the Life Assured does not survive the Survival Period.
  - c) **Other Exclusions**  
The other exclusions under the Policy are as given in section II) of the Annexure K which form part of this Policy Document.
- 12) **Termination Conditions**
- a) Under Long Term Family Health Care and Long Term Family Health Care Plus Variants, the risk cover with respect to a Life Assured shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
    - i) On the payment of full CI Benefit with respect to that Life Assured.
    - ii) On the death of Life Assured.
    - iii) On the termination of the Policy.
  - b) Under all Variants, this Policy shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
    - i) On the expiry of the revival period of two (2) years from the date of first unpaid Regular Premium in a lapsed Policy [as per Section 6)a) above].
    - ii) On the payment of full CI Benefit with respect to the Life Assured (under Critical Long Term Care and Critical Long Term Care Plus Variants) or all the Lives Assured (under Long Term Family Health Care and Long Term Family Health Care Plus Variants).
    - iii) On the death of the Life Assured (under Critical Long Term Care and Critical Long Term Care Plus Variants) or all the Lives Assured (under Long Term Family Health Care and Long Term Family Health Care Plus Variants).
    - iv) On date of payment of Surrender Benefit in the Policy.
    - v) On the Maturity Date.
- 13) **Age Proof**
- a) The Regular Premium payable under the Policy is calculated on the basis of the Life/Lives Assured's Age/s and gender/s as declared in the Proposal Form. If the Life/Lives Assured's Age/s has not been admitted by the Company, the Policyholder shall furnish such proof of the Life/Lives Assured's Age/s as is acceptable to the Company and have the Age/s admitted.
  - b) With respect to the Life Assured or the Lives Assured (as applicable under the Policy), if the Age so admitted (the "correct Age") is found to be different from the Age declared in the Proposal Form, then, without prejudice to the Company's other rights and remedies including those under the Insurance Act 1938, the following actions shall be taken:
    - i) If the correct Age is such as would have made the Life Assured uninsurable under this Policy, the plan of assurance shall stand altered to such plan of assurance as is generally granted by the Company for the Life Assured's correct Age, which will be subject to the terms and conditions as are applicable to that plan of assurance. If it is not possible to grant any other plan of assurance, the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
    - ii) If the Life Assured's correct Age is higher than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured and the accumulated difference between the corrected Regular Premium and the original Regular Premium from the Policy Commencement Date up to the date of such alteration shall be collected from the Policyholder. If the Policyholder disagrees to pay the same, the Policy will be terminated with immediate effect by the Company and the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
    - iii) If the Life Assured's correct Age is lower than the Age declared in the Proposal
- Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured from the next due date of Regular Premium. The Company shall refund of the excess premium received (which is the total of the difference between the original Regular Premium and the corrected Regular Premium from the Policy Commencement Date up to the date of such alteration).
- 14) **Assignment**  
Assignment shall be in accordance with provisions of section 38 of the Insurance Act 1938, as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 38 is enclosed in Annexure AA (as given by IRDAI) for reference]
  - 15) **Nomination**  
Nomination shall be in accordance with provisions of section 39 of the Insurance Act 1938, as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 39 is enclosed in Annexure BB (as given by IRDAI) for reference]
  - 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 CC (as given by IRDAI) for reference]
  - 17) **Notices**  
Any notice, direction or instruction to be given under this Policy shall be in writing and delivered by hand, post, facsimile or e-mail to:
    - a. **The Life Assured/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 enrolment/Proposal Form or as per subsequent most recent change of address and/or communication/correspondence details intimation submitted by them to the Company.
      - ii) The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's/Life Assured's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder/Life Assured due to any reason, there shall be no obligation upon the Company to make any attempt again towards dispatch of the notice which was returned undelivered.
    - a) The Company, shall be submitted by hand, post, facsimile or e-mail: Bajaj Allianz Life Insurance Company, Bajaj Allianz House, 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 pay-outs by the Company of the benefits under the Policy.
  - 18) **Electronic Transactions**  
Subject to Section 17) above, the Policyholder agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time with regard to all transactions and hereby agrees and confirms that all transactions (other than those requiring a written notice or communication under this Policy) effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.
  - 19) **Currency**  
All amounts payable either to or by the Company shall be payable in India and in Indian Currency.
  - 20) **Waiver**  
Failure or neglect by either party to enforce at any-time the provisions of this Policy shall not be construed or be deemed to be a waiver of either party's right herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice either party's right to take subsequent action.
  - 21) **Modifications**  
This Policy Document constitutes the complete contract of insurance. This

## Bajaj Allianz Life Health Care Goal

Covers 36 Critical Illnesses Including Heart & Cancer

UIN: 116N144V01

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

### 22) Payment of claim

The Company shall be under no obligation to make any payment under Section 4) above unless and until the Company has received from the Claimant (at no expense to the Company) any information and documentation it requests, including but not limited to:

- i) Written notice as soon as possible and in any event preferably within 180 days of the death/ATPD/CI of the Life Assured, and the circumstances resulting to the death/ATPD/CI of the Life Assured.
  - ii) The Claimant's proof of entitlement to receive payment under the Policy.
  - iii) Original Policy Document.
  - iv) Original death certificate of the Life Assured issued by a competent authority.
  - v) Medical cause of death certificate from the doctor who last attended to the Life Assured or from the hospital in which the death occurred.
  - vi) If the death is due to unnatural causes; a copy of First Information Report (FIR) and Post Mortem Report (PMR). Post Mortem Report is mandatory for claiming the death benefit due to an Accident under the Policy.
  - vii) Any other document as sought by the Company depending on the facts and circumstances of each case.
- The Company shall consider delayed claims on merits on satisfaction that the reasons for delay were on account of facts beyond the control of Claimant.

### 23) Loss of Policy Document

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

### 24) 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.

### 25) Taxation

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

### 26) Status of Insurance Agent

The insurance agent is only authorized by the Company to arrange completion and submission of the Proposal Form. Any representation made by the insurance agent, which is against the express terms and conditions as contained in this Policy shall not be binding on the Company. Information or payment given to the insurance agent should not be considered as having been given to the Company. In absence of any specific authorisation to an insurance agent to accept premium on behalf of the Company and issue receipt thereof, payment made to an insurance agent shall be considered from the date of receipt of the premium amount by the Company. In the event of happening of any eventuality between the date of payment of premium amount to the insurance agent and the date of receipt of the premium amount by the Company, same shall be considered in accordance with the terms and conditions as contained herein above as if the premium was not paid as on the date of happening of the eventuality.

## PART G

### 27) Grievance Redressal

In case you have any query or complaint/grievance, you may contact the Grievance Officer of any nearest Customer Care Centre 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.,  
Bajaj Allianz House, Airport Road, Yerawada, Pune - 411006  
By Phone at: Toll Free No. 1800 209 7272  
By Fax at: 020-6602-6789

By Email: [customer care@bajajallianz.co.in](mailto:customer care@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 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 (+9120) 40111502

Email ID: [customer care@bajajallianz.co.in](mailto:customer care@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  
Survey no. 115/1, Financial District, Nanakramguda, Hyderabad-500032.  
By Fax at: +91-40-6678 9768

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

### 28) 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) Delay in settlement of claim.
- ii) Any partial or total repudiation of claims
- iii) Disputes over premium paid or payable in terms of insurance Policy
- iv) Misrepresentation of Policy terms and conditions
- v) Legal construction of insurance Policies in so far as the dispute relates to claim.
- vi) Policy servicing related grievances against insurers and their agents and intermediaries.
- vii) Issuance of life insurance Policy, which is not in conformity with the Proposal Form submitted by the proposer.
- viii) Non-issuance of insurance Policy after receipt of premium.

Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy, in so far as they relate to issues mentioned at Sub-Section (i) to (vi) above.

b) The address of the Insurance Ombudsman is provided as Address and Contact details of Ombudsman Centres attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at <https://www.irdai.gov.in/>

Please refer to the Ombudsman website at <http://www.ecoi.co.in/ombudsman.html>

c) The complaint should be made in writing and duly signed by the complainant or by his legal heirs, Nominee or Assignee with full details of the complaint with supporting documents, name and address of the complainant, and the name of the branch or office of the insurer against whom the complaint is made.

d) Also please note that as per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made

i) Only if the grievance has been rejected by the grievance redressal mechanism of the Company or no reply is received within a period of one month from the date of receipt of the grievance by the insurer or the Complainant is not satisfied with the response of the insurer.

ii) The complaint should be filed within a period of one year from the date of receipt of order of rejection or decision by the Company or expiry of one month from the date of sending the written representation to insurer.

iii) Where the subject matter of complaint should not be such where proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

**Special Surrender Value Factors (SSV Factors)**

**Annexure J**

Policy Surrender Year			2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
SSV Factors	PT =10	PPT =5	45%	49%	54%	59%	64%	70%	77%	84%	92%											
	PT =10	PPT =7	45%	49%	54%	59%	64%	70%	77%	84%	92%											
	PT =15	PPT =15		32%	35%	38%	41%	45%	49%	53%	58%	63%	69%	76%	83%	91%						
	PT =20	PPT =20		22%	23%	25%	27%	30%	32%	35%	38%	41%	45%	49%	53%	58%	64%	69%	76%	83%	91%	

**Annexure K**

**Accident Total Permanent Disability & Critical Illness Benefit – Definitions and Exclusions**

- I) Definitions:
- A) Accident Total Permanent Disability (ATPD):  
 If the Life Assured meets with an Accident and is being subject to one of the following impairments within ninety (90) days of the date of Accident, the benefit will be paid:
- 1) Total and irrecoverable loss of entire sight in both eyes or
  - 2) Amputation of both hands at or above the wrists or
  - 3) Amputation of both feet at or above the ankles or
  - 4) Amputation of one hand at or above the wrist and one foot at or above the ankle
- Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of Accident (as applicable). The diagnosis must be clinically confirmed by a medical practitioner. The blindness must not be correctable by aids or surgical procedures.  
 Accident is defined as a sudden unforeseen and involuntary event caused by external and visible means.
- B) Critical Illness:  
 Critical Illness means illness which first commence more than ninety (90) days following the Date of Commencement of Risk or the date of latest revival (if any), and shall include either the first diagnosis of any of the following illnesses or first performance of any of the covered surgeries stated below:
- 1) Alzheimer's Disease: Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging.  
 The diagnosis of Alzheimer's disease must be confirmed by a specialised medical practitioner. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the following six (6) "Activities of Daily Living" for a continuous period of at least three (3) months.  
 Activities of Daily Living are defined as:
    - a) Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
    - b) Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, or artificial limbs or other surgical appliances;
    - c) Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
    - d) Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
    - e) Feeding – the ability to feed oneself once food has been prepared and made available.
    - f) Mobility - the ability to move from room to room without requiring any physical assistance.
    - g) The following are excluded: (i) Drug-induced or toxic causes of Parkinsonism; (ii) Any other type of irreversible organic disorder/dementia; (iii) Non-organic disease such as neurosis and psychiatric illnesses; and (iv) Alcohol-related brain damage.
  - 2) Apallic Syndrome: Universal necrosis of the brain cortex, with the brain stem intact.  
 Diagnosis must be definitely confirmed by a Registered Medical Practitioner who is also a neurologist is holding such an appointment at an approved hospital. This condition must be documented for at least one (1) month.
  - 3) Aplastic Anaemia: Chronic Irreversible persistent bone marrow failure which results in anaemia, neutron-penia and thrombocytopenia requiring treatment with at least two (2) of the following:  
 (a) Regular blood product transfusion; (b) Marrow stimulating agents; (c) Immuno-suppressive agents; or (d) Bone marrow transplantation  
 The diagnosis and suggested line of treatment must be confirmed by a Haematologist acceptable to the Company using relevant laboratory investigations, including bone marrow biopsy. Two (2) out of the following three (3) values should be present (i) Absolute Neutrophil count of 500 per cubic millimetre or less; (ii) Absolute Reticulocyte count of 20,000 per cubic millimetre or less; and (iii) Platelet count of 20,000 per cubic millimetre or less.  
 Temporary or reversible aplastic anaemia is excluded.
  - 4) Angioplasty: Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG). Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.  
 Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.
  - 5) Benign Brain Tumour: Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.  
 This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
    - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
    - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
 The following conditions are excluded:  
 Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.
  - 6) Blindness: Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.  
 The Blindness is evidenced by:
    - i. corrected visual acuity being 3/60 or less in both eyes or ;
    - ii. the field of vision being less than 10 degrees in both eyes.
 The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.
  - 7) Brain Surgery: The actual undergoing of surgery to the brain, under general anaesthesia, during which a Craniotomy with removal of bone flap to access the brain is performed.

## Bajaj Allianz Life Health Care Goal

Covers 36 Critical Illnesses Including Heart & Cancer

UIN: 116N144V01

The following are excluded: a) Burr hole procedures, trans-phenoidal procedures and other minimally invasive procedures such as irradiation by gamma knife or endovascular embolizations, thrombolysis and stereotactic biopsy, b) brain surgery as a result of an accident, and , c) Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

The procedure must be considered necessary by a qualified specialist and the benefit shall only be payable once corrective surgery has been carried out.

- 8) Cancer of Specified Severity: A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- a. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- b. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- c. Malignant melanoma that has not caused invasion beyond the epidermis;
- d. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- e. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- f. Chronic lymphocytic leukaemia less than RAI stage 3
- g. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- h. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- i. All tumors in the presence of HIV infection.

- 9) Cardiomyopathy: An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, based on the following classification criteria:

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced. The Diagnosis of Cardiomyopathy has to be supported by echo-graphic findings of compromised ventricular performance. Irrespective of the above.

Cardiomyopathy directly related to alcohol or drug abuse is excluded.

- 10) End Stage Liver Disease: Permanent and irreversible failure of liver function that has resulted in all three of the following:

- i. Permanent jaundice; and
- ii. Ascites; and
- iii. Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

- 11) End Stage Lung Disease: End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO<sub>2</sub> < 55mmHg); and
- iv. Dyspnea at rest.

- 12) Coma of Specified Severity: A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

- 13) Deafness: Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means “the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing” in both ears.

- 14) First Heart Attack of Specified Severity: The first occurrence of myocardial infarction which The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- ii. New characteristic electrocardiogram changes
- iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris
- iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

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

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

- 17) Loss of Independent Existence: Confirmation by a Consultant Physician of the loss of independent existence due to illness or trauma, lasting for a minimum period of six (6) months and resulting in a permanent inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent”, shall mean beyond the scope of recovery with current medical knowledge and technology.

Activities of Daily Living:

- a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice-versa;
- d) Mobility: the ability to move indoors from room to room on level surfaces;
- e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

## Bajaj Allianz Life Health Care Goal

Covers 36 Critical Illnesses Including Heart & Cancer

UIN: 116N144V01

- f) Feeding: the ability to feed one-self once food has been prepared and made available.
- 18) Loss of Limbs: The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.
- 19) Loss of Speech: Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.  
All psychiatric related causes are excluded.
- 20) Major Burns: There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.
- 21) Major Head Trauma: Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.  
The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.  
The Activities of Daily Living are:  
i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;  
ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;  
iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;  
iv. Mobility: the ability to move indoors from room to room on level surfaces;  
v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;  
vi. Feeding: the ability to feed oneself once food has been prepared and made available.  
The following are excluded: Spinal cord injury;
- 22) Major Organ / Bone Marrow Transplant: The actual undergoing of a transplant of:  
i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or  
ii. Human bone marrow using haemato-poietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.  
The following are excluded:  
i. Other stem-cell transplants  
ii. Where only islets of Langerhans are transplanted
- 23) Medullary Cystic Disease: Medullary Cystic Disease where the following criteria are met:  
a) the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;  
b) clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and  
c) the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy. Isolated or benign kidney cysts are specifically excluded from this benefit.
- 24) Motor Neurone Disease with permanent symptoms: Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of cortico-spinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.
- 25) Multiple Sclerosis with persisting symptoms: The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:  
i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and  
ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.  
Other causes of neurological damage such as SLE and HIV are excluded.
- 26) Muscular Dystrophy: A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle based on three (3) out of four (4) of the following conditions:  
a) Family history of other affected individuals;  
b) Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;  
c) Characteristic electromyogram; or  
d) Clinical suspicion confirmed by muscle biopsy.  
The condition must result in the inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the six (6) 'Activities of Daily Living' as defined, for a continuous period of at least six (6) months.  
Activities of Daily Living:  
i) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;  
ii) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate any braces, artificial limbs or other surgical appliances;  
iii) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;  
iv) Mobility: the ability to move indoors from room to room on level surfaces;  
v) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;  
vi) Feeding: the ability to feed one-self once food has been prepared and made available.
- 27) Open Chest CABG: The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.  
The following are excluded:  
i. Angioplasty and/or any other intra-arterial procedures
- 28) Permanent Paralysis of Limbs: Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
- 29) Parkinson's Disease: Unequivocal Diagnosis of primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) made by a consultant neurologist. This diagnosis must be supported by all of the following conditions:  
a) The disease cannot be controlled with medication; and  
b) Objective signs of progressive impairment; and

## Bajaj Allianz Life Health Care Goal

Covers 36 Critical Illnesses Including Heart & Cancer

UIN: 116N144V01

- c) There is an inability of the Life assured to perform (whether aided or unaided) at least 3 of the following five (6) "Activities of Daily Living" for a continuous period of at least 6 months.
- Activities of Daily Living:
- Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
  - Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
  - Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
  - Mobility: the ability to move indoors from room to room on level surfaces;
  - Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  - Feeding: the ability to feed one-self once food has been prepared and made available.
- Drug-induced or toxic causes of Parkinsonism are excluded.
- 30) Poliomyelitis: The occurrence of Poliomyelitis where the following conditions are met:
- Poliovirus is identified as the cause
  - Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.
- The diagnosis of Poliomyelitis must be confirmed by a Registered Medical Practitioner who is a neurologist.
- 31) Primary Pulmonary Arterial Hypertension: An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- The NYHA Classification of Cardiac Impairment are as follows:
- Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.
- 32) Stroke resulting in Permanent Symptoms: Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extra-cranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- The following are excluded:
- Transient ischemic attacks (TIA)
  - Traumatic injury of the brain
  - Vascular disease affecting only the eye or optic nerve or vestibular functions.
- 33) Surgery to Aorta: The actual undergoing of surgery for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft. The term "aorta" means the thoracic and abdominal aorta but not its branches.
- Surgery performed using only minimally invasive or intra-arterial techniques are excluded.
- 34) Systemic Lupus Eryth. with Renal Involvement: A multi-system, multi-factorial, autoimmune disease characterized by the development of auto-antibodies directed against various self-antigens. In respect of this Contract, Systemic Lupus Erythematosus (SLE) will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology and Immunology. There must be positive anti-nuclear antibody test.
- WHO Classification of Lupus Nephritis:
- Class I: Minimal change Lupus Glomerulo-nephritis – Negative, normal urine.
- Class II: Mesangial Lupus Glomerulo-nephritis – Moderate Protein-uria, active sediment
- Class III: Focal Segmental Proliferative Lupus Glomerulo-nephritis – Protein-uria, active sediment
- Class IV: Diffuse Proliferative Lupus Glomerulo-nephritis – Acute nephritis with active sediment and/or nephritic syndrome.
- Class V: Membranous Lupus Glomerulo-nephritis – Nephrotic Syndrome or severe protein-uria.
- Other forms, discoid lupus, and those forms with only haematological and joint involvement will be specifically excluded.
- 35) Encephalitis: A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.
- For the above definition, the following are not covered:
- Encephalitis in the presence of HIV
  - Encephalitis caused by bacterial or protozoal infections
  - Myalgic or para-neoplastic encephalomyelitis
- 36) Bacterial Meningitis: A definite diagnosis of Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.
- For the above definition, the following are not covered:
- Aseptic, viral, parasitic or non-infectious meningitis
- Waiting period 3 months.
- Medical Practitioner – A medical practitioner is a person who holds a valid registration from the medical council of any state or Medical council of India or Council for Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- The Medical Practitioner / Specialist Medical Practitioner are independent of the Insurance Company.
- Hospital
- A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
- Has qualified nursing staff under its employment round the clock;
  - Has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - Has qualified medical practitioner(s) in charge round the clock;
  - Has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- II) Exclusions

## Bajaj Allianz Life Health Care Goal

Covers 36 Critical Illnesses Including Heart & Cancer

UIN: 116N144V01

### A) Accident Total Permanent Disability (ATPD):

ATPD Benefit shall not be payable for any disease or losses caused or aggravated directly or indirectly, wholly or partly by any one of the following:

- 1) Any medical condition which first manifests itself within 90 days of the Date of Commencement of Risk or date of latest revival, if any.
- 2) Any Pre-existing medical condition. Pre-Existing is defined as condition for which the Life Assured had signs, or symptoms, and/or were diagnosed, and / or received medical advice / treatment within forty-eight (48) months to prior to the Date of Commencement of Risk or date of latest revival (if any), whichever is later.
- 3) Any External Congenital Anomaly (known and/or visible at the time of proposal), which is not as a consequence of Genetic disorder, unless the Life Assured has disclosed at the time of proposal and the company has specifically accepted the same.
- 4) Suicide or attempted suicide or intentional self-inflicted injury, by the life insured, whether sane or not at that time.
- 5) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner
- 6) War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strike or industrial action.
- 7) Participation by the life assured in a criminal or unlawful act or committing any breach of law with criminal intent including involvement in any fight or affray.
- 8) Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
- 9) Any underwater or subterranean operation or activity. Racing of any kind other than on foot
- 10) Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
- 11) Services in any military, air force, naval, police, paramilitary or similar organization including service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order,
- 12) Participation by the insured person in any flying activity other than as a bona-fide passenger (whether paying or not), in a licensed aircraft provided the life insured does not, at the time, have any duty on board such aircraft. Crew members and pilot for passenger carrying commercial flight are excluded under this exclusion unless they are bona-fide passengers
- 13) Mental infirmity
- 14) Nuclear reaction, Radioactive or chemical contamination due to nuclear accident

### B) Critical Illness:

Apart from the disease specific exclusions given along with definitions of diseases above, CI benefit will not be payable if the CI is caused or aggravated directly or indirectly by any of the following:

- 1) Any of the listed CI condition which first manifests itself within ninety (90) days of the Date of Commencement of Risk or date of latest revival (if any), whichever is later.
- 2) Pre-Existing Conditions or conditions connected to a Pre-Existing Condition will be excluded. Pre-Existing is defined as condition for which the Life Assured had signs, or symptoms, and/or were diagnosed, and / or received medical advice / treatment within forty-eight (48) months to prior to the Date of Commencement of Risk or date of latest revival (if any), whichever is later.
- 3) Any External Congenital Anomaly (known and/or visible at the time of proposal), which is not as a consequence of Genetic disorder, unless the Life Assured has disclosed at the time of proposal and the company has specifically accepted the same.
- 4) Suicide or attempted suicide or intentional self-inflicted injury, by the life insured, whether sane or not at that time.
- 5) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner.
- 6) War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strikes or industrial action.
- 7) Participation by the Life Assured in a criminal or unlawful act or committing any breach of law with criminal intent including involvement in any fight or affray.
- 8) Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
- 9) Any underwater or subterranean operation or activity. Racing of any kind other than on foot.
- 10) Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
- 11) Participation by the Life Assured in any flying activity other than as a bona-fide fare-paying passenger, in a licensed aircraft. Crew members and pilot for passenger carrying commercial flight are excluded under this exclusion unless they are bona-fide passengers.
- 12) Unreasonable failure to seek or follow medical advice, the Life Assured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this Policy.
- 13) Nuclear reaction, Biological, radioactive or chemical contamination due to nuclear accident.
- 14) Ayurvedic, Homeopathy, Unani, naturopathy, reflexology, acupuncture, bone-setting, herbalist treatment, hypnotism, rolfing, massage therapy, aroma therapy or any other treatments other than Allopathy / western medicines.
- 15) Any treatment of a donor for the replacement of an organ.



## 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, 6 <sup>th</sup> Floor, Jeevan Prakash Bldg., Tilak Marg, Relief Road, Ahmedabad - 380001. Tel no's: 079-25501201/02/05/06, Email: bimalokpal.ahmedabad@ecoi.co.in.	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> Phase, Bengaluru - 560 025, Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@ecoi.co.in.	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003, Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203, Email: bimalokpal.bhopal@ecoi.co.in.	Madhya Pradesh, Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, 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, 2 <sup>nd</sup> Floor, Batra Building, Sector 17-D, Chandigarh-160017, Tel.:0172-2772101/2706468 Fax: 0172-2708274, Email:bimalokpal.chandigarh@ecoi.co.in.	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> 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, 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@ecoi.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@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 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G.Road, Ernakulam - 682015, Tel.: 0484 - 2358759/2359338 Fax: 0484 - 2359336, Email:bimalokpal.ernakulam@ecoi.co.in.	Kerala, Lakshadweep, Mahe -a part of Pondichery
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, KOLKATA - 700 072, Tel.: 033 - 22124339 / 22124346, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in.	West Bengal, Bihar, Sikkim, Jharkhand Andaman & Nicobar Islands
MUMBAI	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400054, Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in.	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2 <sup>nd</sup> Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030, Tel.: 020 - 32341320, Email: bimalokpal.pune@ecoi.co.in.	Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region
PATNA	Office of the Insurance Ombudsman, 1 <sup>st</sup> 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, 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@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, 4 <sup>th</sup> 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, Kansiramnagar, Saharanpur

#### Annexure AA

##### Section 38 of Insurance Act, 1938 – Assignment and Transfer of Insurance Policies

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

1. This Policy may be transferred / assigned, wholly or in part, with or without consideration.
2. An assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Company.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against the Company until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the Company.
6. Fee to be paid for assignment or transfer can be specified by the IRDAI through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the Company of duly receiving the notice.
8. If the Company maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
9. The Company may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is (a) not bona-fide or (b) not in the interest of the Policyholder / Life Assured or (c) not in public interest or (d) is for the purpose of trading of the Policy.
10. Before refusing to act upon endorsement, the Company should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Company, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Company.
12. The priority of claims of persons interested in the Policy would depend on the date on which the notices of assignment or transfer is delivered to the Company; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to IRDAI.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR
    - ii. the Life Assured surviving the Policy TermSuch conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the Company shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the Policy
  - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of the Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act dated 20.03.2015 shall not be affected by this section.

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

#### Annexure BB

##### Section 39 of the Insurance Act, 1938 – 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 Laws (Amendment) Act dated 20.03.2015. The extant provisions in this regard are as follows:

1. The Policyholder of a life insurance Policy on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
2. Where the Nominee is a minor, the Policyholder may appoint any person to receive the money secured by the policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the Company.
3. Nomination can be made at any time before the maturity of the Policy.
4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the Company and can be registered by the Company in the records relating to the Policy.
5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of change or cancellation of nomination must be delivered to the Company for the Company to be liable to such Nominee. Otherwise, Company will not be liable if a bona-fide payment is made to the person named in the text of the Policy or in the registered records of the Company.
7. Fee to be paid to the Company for registering change or cancellation of a nomination can be specified by the IRDAI through Regulations.
8. On receipt of notice with fee, the Company should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with section 38 of Insurance Act, 1938, 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
14. 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.
15. 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).
16. 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 Laws (Amendment) Act dated 20.03.2015.
17. 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.
18. The provisions of section 39 of the Insurance Act, 1938, 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 Laws (Amendment) Act dated 20.03.2015, 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: Section 39 of the Insurance Act, as amended from time to time shall be applicable. Policy Holders are advised to refer to Original text of Section 39 as amended from time to time for complete and accurate details.]*

#### Annexure CC

##### Section 45 – 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 Laws (Amendment) Act dated 20.03.2015 are as follows:

1. No Policy of life insurance shall be called in question on any ground whatsoever after expiry of three (3) years from (a) the Policy Commencement Date or (b) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Rider; whichever is later.
2. On the ground of fraud, a Policy of life insurance may be called in question within three (3) years from (a) the Policy Commencement Date or (b) the Date of Commencement of Risk or (c) the date of latest revival of the Policy or (d) the Date of Commencement of Rider; whichever is later.
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 Life Assured or Policyholder does not believe to be true;
  - b. The active concealment of a fact by the Life Assured or Policyholder having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
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 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.

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