

## Bajaj Allianz Life Insurance Company Limited

### 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.

### Schedule

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

Address \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

Gender		Date of Birth	
Age at Entry		Age	

Name of the Life Assured \_\_\_\_\_

Policy No.		Product Name	Bajaj Allianz Future Gain
Product Code			
Unique Identification No:	116L124V01	Policy Commencement Date	
Date of Commencement of Risk		Date of Birth	
Age		Age	
Gender			
Policy Term		Sum Assured ₹	
Regular Premium ₹*		Minimum Death Benefit	105% of sum of Regular Premiums & Top Up Premiums, if any, paid
Premium Paying Term		Maturity Date	
Premium Payment Frequency		Maturity Benefit	Fund Value <sup>#</sup>
Due Date of Last Premium			
Due Dates of Premium			

\* Excludes any applicable tax.

<sup>#</sup> Fund Value means Regular Premium Fund Value plus Top Up Premium Fund Value, if any, as on the Maturity Date

Details of the Nominee

Nominee(s) Name		Nominee(s) Age(s)	
Relationship to the Life Assured			
Appointee Name [in case the Nominee(s) is(are) a minor(s)]:			
Relationship to the Life Assured			

**Additional Riders Benefit :**

Rider Benefits / UIN	Life Covered under Rider	Date of Commencement of Rider	Rider Benefit Term	Rider Premium Paying Term	Rider Sum Assured	Rider Maturity Date
Bajaj Allianz ULIP Accidental Permanent Partial/ Total Disability Benefit Rider (UIN116A014V02)						
Bajaj Allianz ULIP Accidental Death Benefit Rider (UIN 116A013V02)						
Bajaj Allianz ULIP Critical Illness Benefit Rider (UIN 116A032V01)						
Bajaj Allianz ULIP Family Income Benefit Rider(UIN 116A033V01)						
Bajaj Allianz ULIP Waiver of Premium Benefit Rider (UIN 116A030V01)						

**Sales Representative Details**

Name		Code	
Address			
Phone Number		e-Mail Id	

REGULAR PREMIUM PAYABLE FOR SELECTED PREMIUM PAYMENT FREQUENCY: ₹

In Words: Rupees .....Only

**Premium Allocation Rate**

Premium Payment due in Policy Year	Annualized Premium		
	25,000 – 99,999	100,000 – 199,999	200,000 & above
1	94.50%	97.50%	100.00%
2 to 5	96.25%	98.25%	100.00%
6+	100.00%	100.00%	100.00%

All Top Up Premium has a Premium Allocation Rate of 98%.

**Charges under the Policy**

The Policy Administration Charge, deductible monthly from the 1st Policy Year till the end of the Policy Term will be ₹ 33.33 per month inflating at 5% p.a every month.

Applicable GST will be deducted for all applicable Charges

For all other charges under the Policy, please refer to the Charges section of the Policy Document.

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

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

All taxes, including GST, either existing or those that may apply in future (including enhancements of existing taxes) will be charged extra. Payment of such taxes shall be the responsibility of the Policyholder.

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

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

"IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER"

Policy Document

This Policy is issued on the basis of the information given and the declarations made by the Policyholder in the Proposal Form, which is incorporated herein and forms the basis of this Policy. In the document, the singular includes the plural and references to the male include the female where the context so permits.

1. Definitions & Abbreviations:

The following terms shall have the meaning assigned to them as below.

- a) "Age" means age at last birthday.
- b) "Annual Premium" means the amount of Regular Premium payable by the Policyholder in a Policy Year
- c) "Business Day" means the common working day of the corporate office of the Company.
- d) "Charges" means the charges applicable to this Policy as detailed in Section 18 and Section 19 below.
- e) "Company" means BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
- f) "Current Assets" includes cash balance, bank FDs and CDs, commercial papers, accrued investment income (not due and due but not received) and other receivables if any.
- g) "Current Liabilities and Provisions" includes any amount payable for the investments, the expenses for the brokerage and transaction cost, non performing assets, Fund Management Charges and any other Charge as approved by the IRDAI including any applicable GST.
- h) "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.
- i) "Date of Discontinuance" means the
  - i. date on which the Company receives the written communication from the Policyholder, as per Section 5a) below, to discontinue the Policy as per Option II OR
  - ii. date at the expiry of thirty (30) days from the date of receipt of the discontinuance notice by the Policyholder in accordance with Section 29 below. This is in the case where the Company receives a written communication from the Policyholder to revive the Policy as per Section 5a) below Option I but does not revive by that date
- j) "Date of Surrender" means the date on which the Company receives the written communication from the Policyholder to surrender the Policy.
- k) "Death Benefit" has the meaning given in Section 8a) below
- l) "Discontinuance" means the state of the Policy that could arise on account of non-payment of the Regular Premium due before the expiry of the notice period provided for in Section 5a)ii) below or surrender of the Policy during the first five (5) Policy Years.
- m) "Discontinued Life Policy" means the Policy wherein the Policyholder has discontinued the payment of Regular Premium during the first five (5) Policy Years as well as the Policies surrendered during the first five (5) Policy Years, and as a result of which the Policy has been subject to the action as per Section 5a) below
- n) "Discontinued Life Policy Fund" means a segregated fund, constituted by the fund value of all the Discontinued Life Policies, and is maintained by the Company in accordance with the IRDA (Linked Insurance Products) Regulation 2013 and any subsequent modification made therein by the IRDAI. The investment objective of the Fund is as specified in the IRDA (Linked Insurance Products) Regulation 2013 and any subsequent modification made therein by the IRDAI and, currently, is as given in Section 8e) below.
- o) "Discontinuance Value" has the meaning as per Section 8d) below.
- p) "Fund" means separately identifiable segregated investment linked fund set up by the Company and specified in the Schedule of Investment Funds below.
- q) "Goods and Service Tax" is charged based on type of policy communication

address of Policy Holder. This may change subject to change in rate/state in address of the Policy Holder as on date of adjustment.

- r) "Grace Period" means a 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.
- s) "GST" means Goods and Service Tax
- t) "IRDA" means the Insurance Regulatory and Development Authority.
- u) "Life Assured" means the person named as the Life Assured in the Schedule whose life is assured under this Policy.
- v) "Maturity Benefit" has the meaning given in Section 8b) below
- w) "Maturity Date" means the date specified in the Schedule on which the Maturity Benefit shall become payable to the Policyholder.
- x) "Monthly Due Date" means the date corresponding numerically with the Policy Commencement Date in each subsequent month.
- y) "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.
- z) "Paid-up Sum Assured" means a proportion of the Sum Assured, where the proportion is the ratio of the total number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy, subject to Section 5b) below.
- aa) "Policy" means the arrangements established by the Policy Document.
- bb) "Policy Anniversary" means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.
- cc) "Policy Commencement Date" means the date of commencement of the Policy, as specified in the Schedule.
- dd) "Policy Document" means this policy wording and that of the Additional Rider Benefits, if any, 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.
- ee) "Policyholder" means the adult person named in the Schedule who has concluded the Policy with the Company.
- ff) "Policy Term" means the period between the Policy Commencement Date and the Maturity Date, as specified in the Schedule.
- gg) "Policy Year" means a period of one (1) year commencing from the Policy Commencement Date or a Policy Anniversary thereof.
- hh) "Premium Allocation Rate" means the rate specified in the Schedule, which net of any GST will be applied to the Regular Premium paid to arrive at the amount to be allocated in the Unit Account in respect of any Regular Premium or Top Up Premium paid by the Policyholder.
- ii) "Premium Paying Term" means the period specified in the Schedule during which the Regular Premium is payable.
- jj) "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.
- kk) "Proposal Form" means the Policyholder's statements in the proposal for this Policy submitted by or on behalf of the Policyholder along with any other information or documentation provided to the Company prior to inception of the Policy.
- ll) "Regular Premium" means the amount 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.
- mm) "Regular Premium Fund Value" is equal to the total number of Units pertaining to the Regular Premium existing in each Fund under this Policy multiplied by their respective Unit Price on the relevant date.
- nn) "Revival Period" means a period of two (2) consecutive years from the Date of Discontinuance of the Policy, if the Policy is discontinued during the first five (5) Policy Years, or from the due date of first unpaid Regular Premium, if the Regular

- Premium is discontinued after the first five (5) Policy Years; during which period the Policyholder is entitled to revive a Policy.
- oo) "Schedule" means a document which is attached to and forms a part of this Policy containing specific details of the Policy.
- pp) "Sum Assured" is the amount as specified in the Schedule, for the Life Assured under the Policy which is referred-to, to determine the Death Benefit after the Date of Commencement of Risk.
- qq) "Surrender Benefit" means the amount payable to the Policyholder on surrender as per Section 8c) below.
- rr) "Top Up Premium" means the amount of additional premium paid over and above the Regular Premium payable under this Policy.
- ss) "Top Up Premium Fund Value" is equal to the total number of Units pertaining to the Top Up Premium existing in each Fund under this Policy multiplied by their respective Unit Price on the relevant date.
- tt) "Top Up Sum Assured" means the additional sum assured which is referred-to, to determine the Death Benefit payable after the Date of Commencement of Risk and calculated in accordance with Section 9e) below.
- uu) "Unit" means a proportionate part of a Fund created to determine the Unit Price.
- vv) "Unit Account" means an individual account created and administered by the Company for a Policy and consisting of Units in one or more Funds, which are valued in reference to the Unit Price of respective Fund.
- ww) "Unit Price" means the value per Unit calculated in Rupees as follows:  
Unit Price = Net Asset Value ('NAV') divided by the total number of Units existing in the Fund as at the Valuation Date. This calculation will be done before creation/redemption of units.  
The NAV of the Fund shall be computed as the market value of the investment held by the Fund plus value of Current Assets less value of Current Liabilities and Provisions, if any.
- xx) "Valuation Date" refers to the date when the Unit Price of the Fund is determined.
2. Policy Description
- a) This is a non-participating individual, Regular Premium Unit-Linked endowment insurance plan.
- b) On the Policy Commencement Date, the Company shall open a Unit Account for the Policy. The Regular Premium and the Top Up Premium (if any) paid by the Policyholder will be used to allocate Units in the Unit Account after applying the Premium Allocation Rate as specified in the Schedule. At Policy Commencement Date the Policyholder will have the option to choose any one of the two (2) portfolio strategies (as per Section 12 below). In case the Investor Selectable Portfolio Strategy is chosen, the allocation into the available Funds would be based on the proportion as specified by the Policyholder in the Proposal Form or as subsequently notified by the Policyholder to the Company through a written application from time to time, as per Section 9d) below. Switches between the Portfolio Strategy/Funds may be made by the Policyholder per Section 9b) below.
- c) The Premium Allocation Rate will vary by the Policy Year of the due date of the Regular Premium, the Annual Premium and based on whether it is Regular Premium or Top Up Premium.
- d) The Policy enables the Policyholder to participate only in the investment performance of the Funds to the extent of allocated Units and does not in any way confer any right whatsoever on the Policyholder or the life/lives assured to otherwise share in the assets, the profits or surplus of the business of the Company.
- e) Policies issued to a Life Assured who is a minor shall mature only after the Life Assured has attained majority.
3. Regular Premium
- a) Regular Premium is payable in full by the due date, as specified in the schedule. The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- b) The Company will not accept any amount less than the Regular Premium due as the Regular Premium.
- c) The Regular Premium once chosen at the Policy Commencement Date cannot be changed subsequently.
4. Premium Allocation
- Units are allocated under the Policy depending on the amount of Regular Premium or Top Up Premium received, the Premium Allocation Rate and the Unit Price of each Fund on the date of allocation. Such allocations may be made up to 1/10,000th of a Unit or such other fraction as the Company may decide from time to time.
5. Non-payment of Regular Premium and Forfeiture
- a) On Discontinuance of Regular Premiums due during the first five (5) Policy Years,
- i) The Policyholder shall be entitled to one of the below options.
- (1) Option I – Revive the Policy or, in writing, agree to revive the Policy within the Revival Period, by paying all due Regular Premiums, subject to Section 6 below, OR
- (2) Option II – In writing, intimate the Company to completely withdraw from the Policy without any risk cover and receive the Discontinuance Value (as Surrender Benefit) either at the end of the:
- Lock-in Period of five (5) Policy Years or
  - Revival Period, only in case the lock-in period of five (5) Policy Years expires before the expiry of Revival Period and the Policyholder has specifically opted to receive the Discontinuance Value after expiry of Revival Period.
- ii) A notice will be sent by the Company to the Policyholder within fifteen (15) days after the expiry of the Grace Period, requesting the Policyholder to exercise one of the options mentioned under Sub-Section a) above within thirty (30) days of receipt of such notice, in accordance with Section 29 below
- iii) Till the expiry of the above notice period of thirty (30) days or till the Policyholder exercises one of the options (whichever is earlier), as per Sub Section a) above, the Policy shall be treated as in-force with all risk cover, including Additional Rider Benefits, if any, by deduction of all applicable Charges under the Policy.
- iv) On receipt of communication from the Policyholder choosing Option I and the Policyholder has not revived the Policy before the Date of Discontinuance, the Policy shall be converted to the Discontinued Life Policy (without any risk cover including Additional Rider Benefit, if any) and the Regular Premium Fund Value less the Discontinuance Charge as per Section 18g) below plus the Top Up Premium Fund Value, if any, will be transferred to the Discontinued Life Policy Fund. The Discontinuance Value shall be payable as the Surrender Benefit to the Policyholder at the end of the lock-in period of five (5) Policy Years or Revival Period, whichever is later.
- v) On receipt of communication from the Policyholder choosing Option II above, the Policy shall immediately (the Date of Discontinuance) be converted to a Discontinued Life Policy (without any risk cover including Additional Rider Benefit, if any); and the Regular Premium Fund Value less the Discontinuance Charge [per Section 18g) below] plus the Top up Premium Fund Value, if any, will be transferred to the Discontinued Life Policy Fund. The Discontinuance Value shall be payable as the Surrender Benefit to the Policyholder at the end of lock-in period of five (5) Policy Years or Revival Period in case the lock-in period expires before the expiry of Revival Period, if specifically chosen by the Policyholder while opting for Option II.
- vi) Where the Company does not receive any intimation in writing from the Policyholder about his preferred option within the notice period of thirty (30) days mentioned above, at the end of the notice period (the Date of Discontinuance), the Policy will be converted to a Discontinued Life Policy (without any risk cover); and the Regular Premium Fund Value less the Discontinuance Charge [per Section 18g) below] plus the Top up Premium Fund Value, if any, will be transferred to the Discontinued Life Policy Fund. The Discontinuance Value shall be payable as the Surrender Benefit to the Policyholder at the end of lock-in period of five (5) Policy Years.
- b) On Discontinuance of Regular Premiums due after the lock-in period of five (5)

- Policy years,
- i) A notice will be sent by the Company to the Policyholder within 15 days of the expiry of the Grace Period to exercise one of the options mentioned below within thirty (30) days of receipt of such notice, subject to Section 29 below:
    - (1) Option A: Revive the Policy or, in writing, agree to revive the Policy within the Revival Period by paying all due Regular Premiums and subject to Section 6 below, OR
    - (2) Option B: In writing intimate the Company to completely withdraw from the Policy without any risk cover and receive the Surrender Benefit under the Policy as on the date of receipt of such intimation OR
    - (3) Option C: In writing, intimate the Company to continue the Policy as a paid-up Policy with a Paid-up Sum Assured with all the other benefits excluding Additional Rider Benefits, if any, as per the term & conditions of the Policy and subject to deduction of all applicable Charges as per Section 18 below under the Policy. On receipt of such intimation, Additional Rider Benefits, if any, will be terminated immediately.
  - ii) Till the expiry of the Revival Period or receipt of intimation of surrender request as per Option B above or receipt of intimation to convert as paid up Policy as per Option C above, whichever is earlier the Policy shall be treated as in-force with all risk cover, including Additional Rider Benefits, if any, by deduction of all applicable charges under the Policy.
  - iii) If the Company does not receive any intimation in writing from the Policyholder or if the Policyholder decides to surrender the Policy as per Option B above, the Surrender Benefit under the Policy as on the date of receipt of such intimation or expiry of the period of thirty (30) days as the case may be, will be payable to the Policyholder.
  - iv) If the Policyholder has chosen the Option A above, during the Revival Period, the Policy shall be treated as in-force with all the available risk cover, including Additional Rider Benefits, if any, by deduction of all applicable Charges under the Policy. At the end of the Revival Period if the Policy has not been revived, the Surrender Benefit under the Policy as at the end of the Revival Period will be payable to the Policyholder.
- c) Notwithstanding anything mentioned in Section 5a) and Section 5b) above to the contrary, in a Discontinued Life Policy, the Discontinuance Value or Surrender Benefit respectively as on the date of intimation of death at the Company's office, shall be payable as Death Benefit on the death of the Life Assured, and, then, the Policy will terminate.
6. Revival
- a) If the Policy has been discontinued due to non-payment of due Regular Premiums as per Section 5 above, then, such a Policy (which is in-force or in Discontinuance) can be revived subject to the following:
    - i) The Company receives the request for revival from the Policyholder within the Revival Period, provided the Policy has not been terminated as per Section 11 below
    - ii) Such information and documentation as may be requested by the Company is submitted by the Policyholder at his own expense.
    - iii) The Policy may be revived on the original Policy terms & conditions, revised terms & conditions or disallowed revival, based on Board approved underwriting guidelines.
    - iv) On revival of the Policy,
      - 1) The Policy will be revived restoring the risk cover, including Additional Rider Benefits, if any.
      - 2) All the due but unpaid Regular Premiums will be collected without charging any interest or fee
      - 3) The Discontinuance Value of the Policy together with the amount of Discontinuance Charge [per Section 18g) below] (without any interest) as deducted by the Company shall be restored to the chosen fund split into Regular Premium Fund Value and the Top Up Premium Fund Value, if any, in the same proportion as it existed on the Date of Discontinuance or due date of first unpaid premium, as the case may be, at their prevailing Unit Price.
  - 4) The Premium Allocation Charge [per Section 18d) below] and Policy Administration Charge [per Section 18c) below], due during the discontinuance period shall be deducted from Regular Premiums paid or from the Fund/s at the time of revival.
  7. Foreclosure

If premiums are discontinued after five (5) Policy Years and the total of the Regular Premium Fund Value and the Top-Up Premium Fund Value, if any, becomes insufficient for deduction of all applicable Charges, as per Section 18 below, the Policy will be foreclosed with immediate effect, provided the Company has informed the Policyholder of this probable situation at least one (1) month in advance and Surrender Benefit, if any, as on date of such foreclosure, shall be paid to the Policyholder.

The Policy will not be foreclosed within the first five (5) Policy Years.
  8. Policy Benefits
    - a) Death Benefit

On the death of the Life Assured after the Date of Commencement of Risk but before the Maturity Date, the Company, subject to Section 10, Section 26, Section 27 and Section 34 below, provided the Policy has not been terminated per Section 11 below, shall pay the following Death Benefit to the Nominee/Policyholder.

      - i. In a Policy where all the due Regular Premiums are paid up-to-date:
        - (1) Higher of the Sum Assured or Regular Premium Fund Value plus Higher of the Top Up Sum Assured or Top Up Premium Fund Value, if any, All the above will be as on date of receipt of intimation of death at the office of the Company.
        - (2) At no time, the Death Benefit shall be less than the guaranteed death benefit of 105% of the total premiums paid including Top Up Premiums paid, if any, till the date of death, under the policy
        - (3) Sum Assured and Guaranteed Death Benefit on partial withdrawal
          - (a) If death of the Life Assured occurs before attaining Age 60 years, then, the Sum Assured shall be reduced to the extent of the partial withdrawals made from the Regular Premium Fund during the two (2) year period immediately preceding the death of the Life Assured.
          - (b) If death of the Life Assured occurs on or after attaining Age 60 years, then, the Sum Assured shall be reduced to the extent of the partial withdrawals made from the Regular Premium Fund during the two (2) year period before attaining Age 60 years and all the partial withdrawals made from the Regular Premium fund after attaining Age 60 years.
        - (c) The partial withdrawal made from the Top Up Premium Fund shall not be deducted for this purpose.
      - ii. In a paid-up Policy as per Section 5b)i)(3) above:

Higher of the Paid-up Sum Assured or Regular Premium Fund Value plus Higher of the Top Up Sum Assured or Top Up Premium Fund Value, if any, All the above will be as on date of receipt of intimation of death at the office of the Company.
    - b) Maturity Benefit

The Maturity Benefit on the survival of the Life Assured to the Maturity Date, provided the Policy has not been terminated as per Section 11 below, will be Regular Premium Fund Value plus Top Up Premium Fund Value, if any, as on the Maturity Date.
    - c) Surrender Benefit
      - i) The Policyholder may, at any time, surrender the Policy.
      - ii) If the Policy is surrendered during lock in period of the first five (5) Policy Years, the Regular Premium Fund Value less the Discontinuance Charge, if any, per Section 18g) below, plus the Top Up Premium Fund Value, if any, (all as on the Date of Surrender) will be transferred to the Discontinued Life Policy Fund, and all risk cover including Additional Rider Benefit, if any, under the Policy will be terminated immediately. The option to revive the Policy will not be available to such a surrendered Policy. The Discontinuance Value, as per Section 8d) below, at the

- end of the lock-in period of five (5) Policy Years will be payable to the Policyholder as Surrender Benefit.
- iii) If the Policy is surrendered after the first five (5) Policy Years, the Surrender Benefit available to the Policyholder will be Regular Premium Fund Value plus Top Up Premium Fund Value, if any, as on the date of surrender.
- iv) The Policy will terminate thereafter upon payment of the Surrender Benefit.
- d) Discontinuance Value
- i) The Discontinuance Value of the Policy will be higher of
- 1) The Regular Premium Fund Value less the Discontinuance Charge, if any, [per Section 18g) below], plus the Top Up Premium Fund Value, if any, all as on Date of Discontinuance/Date of Surrender, accumulated at the rate of return earned on the Discontinuance Life Policy Fund net of Fund Management Charge (FMC) [per Sub-Section iii) below] OR
  - 2) The Regular Premium Fund Value less the Discontinuance Charge, if any, [per Section 18g) below], plus the Top Up Premium Fund Value, if any, all as on Date of Discontinuance/Date of Surrender, accumulated at the minimum guaranteed rates of investment return net of Fund Management Charge [per Sub-Section iii) below].
- ii) Unless death of the Life Assured has happened earlier, the Discontinuance Value shall be payable to the Policyholder after the lock-in period of five (5) Policy Years or at the end of Revival Period, as the case may be, provided the Policy has not been revived [per Section 6 above]. However, on death of the Life Assured during the period of discontinuance, the Discontinuance Value as on the date of intimation of death at the Company's office shall be payable to the Nominee/Policyholder immediately.
- iii) As per the "IRDA (Linked Insurance Products) Regulation, 2013", the current minimum guaranteed rate of investment return is 4% p.a. and the current cap on Fund Management Charge on the Discontinuance Life Policy Fund is 0.50% per annum.
- iv) The Fund Management Charge and the minimum guaranteed rates of investment return [both mentioned in Sub-Section iii) above], for the calculation of the Discontinuance Value may change from time to time in accordance with any change in the IRDAI guidelines/regulations in future.
- e) Discontinued Life Policy Fund Risk Profile – Low  
(SFIN: ULIF07026/03/13DISCONLIFE116)
- On the Date of Discontinuance/Surrender of the Policy before the lock in period of 5 policy years, the Regular Premium Fund Value less the Discontinuance Charge, plus the Top Up Premium Fund Value, if any, all as on the Date of Discontinuance/Surrender of the Policy, shall be moved to the Discontinued Life Policy Fund. The portfolio allocation of the Fund is as given below.
- Portfolio Allocation:
- Money market instruments : 0% - 40%
- Government securities : 60% - 100%
- f) Claw Back Additions
- In respect of Regular Premium Fund Value, non-zero positive claw back additions, if any, shall be credited to the Unit Account in order to meet the maximum reduction in yield criteria as stipulated in Sub-Regulation 37 of IRDA (Linked Insurance Products) Regulations, 2013, at the end of each Policy Year starting from the end of the fifth (5th) Policy Year.
- Such non-zero positive claw back additions shall be determined as:
- i) Gross Investment Yield earned in the Unit Account at the end of each applicable Policy Year less
  - ii) Actual yield earned in the Unit Account at the end of each applicable Policy Year less
  - iii) Yield referred in the reduction in yield for that duration as stipulated in Sub-Regulation 37 of IRDA (Linked Insurance Products) Regulations, 2013
- The yield earned on the Unit Account shall be calculated using the money weighted rate of return method at end of each applicable Policy Year.
- g) Additional Rider Benefits
- The Additional Rider Benefits opted, if any, as specified in the Schedule shall be subject to the terms, conditions and exclusions of the respective Rider(s) as contained in the respective rider documents attached herewith.
9. Flexibilities
- The Policyholder may, subject to prior approval of the Company, exercise any of the following options by using the application form specified by the Company and meeting the conditions set out therein:
- a) Switching between Portfolio Strategies
    - i) The Policyholder may, at any Policy Anniversary, change from Investor Selectable Portfolio Strategy to Wheel of Life Portfolio Strategy and vice-versa by giving the Company at least 30-days prior written notice.
    - ii) On the Policyholder switching out of the Wheel of Life Portfolio Strategy to the Investor Selectable Portfolio Strategy, the existing Regular Premium Fund Value & Top Up Premium Fund Value, if any, and the Regular Premiums & the Top Up Premiums, if any, received after the date of such a switch will be allocated in to the Fund/s of the Policyholder's choice.
    - iii) On the Policyholder switching out of the Investor Selectable Portfolio Strategy to the Wheel of Life Portfolio Strategy, the Company will allocate the existing Regular Premium Fund Value & Top Up Premium Fund Value, if any, into the various Funds and based on the Years to Maturity (as on the Policy Anniversary) as per the table given in Section 12b) below. After the date of such a switch, the Regular Premiums & the Top Up Premiums, if any, and the Regular Premium Fund Value & the Top Up Premium Fund Value, if any, will be governed by the Wheel of Life Portfolio Strategy mentioned in Section 12b) below.
  - b) Switching between Funds

If the Policyholder has chosen Investor Selectable Portfolio Strategy:

    - i) The Policyholder can switch Units from one Fund to another, by giving written notice to the Company.
    - ii) The minimum switching amount is ₹ 5,000 or the value of Units held by the Policyholder in the Fund to be switched from, whichever is lower.
    - iii) The Company shall effect the switch by redeeming Units from the Fund/s to be switched from and allocating new Units in the Fund/s being switched to at their respective Unit Price.
    - iv) The Policyholder can exercise unlimited free switches during the Policy Term.

If the Policyholder has chosen Wheel of Life Portfolio Strategy, switching between Funds is not allowed.
  - c) Partial withdrawal
    - i) Partial withdrawals of Units are allowed anytime after five (5) Policy Years, provided:
      - 1) Regular Premium for five (5) Policy Years has been paid in full.
      - 2) The Company has received a written notice from the Policyholder specifying the amount to be withdrawn.
      - 3) The minimum amount of withdrawal is ₹ 5,000/- and the remaining balance of Regular Premium Fund Value after the proposed withdrawal is at least three (3) times of the Annual Premium (across all Funds).
      - 4) The maximum amount of withdrawal at any one time is 10% of the total premiums paid, including Top-Up Premiums paid, if any, as on the withdrawal request date.
      - 5) Two (2) partial withdrawals had not already been made in that Policy Year.
      - 6) Anytime during the Policy Term the total amount withdrawn as on the withdrawal request date, including the proposed withdrawal, does not exceed 50% of the total premiums paid, including Top-Up premiums paid, if any.
      - 7) The time elapsed since the previous partial withdrawal is not less than 3 months.
      - 8) The partial withdrawal shall not result in termination of the policy contract.
      - 9) The Life Assured is not less than 18 years of Age at the time that the written notice for partial withdrawal is received by the Company.

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- ii) If the Policyholder has chosen the Wheel of Life Portfolio Strategy [per Section 12b) below], the amount to be withdrawn will be withdrawn from each Fund in the same proportion as the value of the Units held in each Fund as on date of withdrawal of Units. The policyholder will not have any choice to opt the fund from which the partial withdrawal of units is to be made.
- iii) In the Investor Selectable Portfolio Strategy, the Policyholder will have the option to choose the Fund he wants to do partial withdrawals from.
- iv) For the purpose of partial withdrawals, each payment of Top Up Premium shall have a lock-in period of five (5) years, from the date of payment of each Top Up premium.
- v) All partial withdrawals will be first made from eligible Top Up Premium Units, if any, on a First-in First-out (FIFO) basis. Once the eligible Top Up Premium Units are exhausted, further partial withdrawals will be made from Regular Premiums Units.
- vi) The Company may at any time, by giving written notice of three (3) months in advance, vary the minimum/ maximum value of Units to be withdrawn, maximum number of withdrawals allowed during a Policy Year, maximum amount of total withdrawal allowed during the Policy Term, minimum time gap to maintain between two withdrawals and/or the minimum balance of value of Units to be maintained (across all Funds) after such partial withdrawals subject to prior approval from the IRDA.
- d) Premium Apportionment
  - i. In the Investor Selectable Portfolio Strategy, as per Section 12a) below,
    - 1) The Policyholder will have the choice to apportion the allocated premium into the Funds offered. The Policyholder can specify the proportion of the Regular Premium and Top Up Premium between the various Funds he wants to invest in.
    - 2) The Policyholder may at any time change the apportionment of Regular Premium and/or Top Up Premium (allocated to each Fund), to the Funds he wishes to invest in.
    - 3) The minimum Regular Premium proportion to any Fund is 5%. The Company reserves the right to revise the minimum apportionment upon giving a written notice of not less than three (3) months, subject to prior approval from the IRDAI.
    - 4) Miscellaneous charge, as mentioned in Section 18 and Section 19 below, will be applicable for the option.
  - ii. If the Policyholder has chosen the Wheel of Life Portfolio Strategy, per Section 12b) below, the Policyholder will not have the option to choose the proportion. The apportionment of the allocated premium will be as per the Wheel of Life Portfolio Strategy table, under Section 12b) below.
- e) Top Up Premium
  - 1) Except during the last five (5) Policy Years, the Policyholder shall have the option to pay Top Up Premium limited to the total of the Regular Premiums paid under the Policy and provided all due Regular Premiums have been paid till the time of payment of the Top-Up Premium, subject to Sub-Section iii) below. The Top Up Premium would be treated as a single premium.
  - 2) The amount of Top Up Premium paid shall determine the Top Up Sum Assured. The Top up Sum Assured will be 1.25 times of Top Up Premium paid for the current Age less than 45 years and 1.1 times of Top Up Premium paid for other Ages.
  - 3) At any point of time during the currency of the contract, the total Top Up Premiums paid shall not exceed the sum total of the Regular Premiums paid.
  - 4) The Company reserves the right to call upon and request for any information/documentation to verify the good health of the Life Assured and require the Life Assured to undergo any medical examination (at the Policyholder's expense) for granting Top Up Sum Assured. The Company reserves the right not to accept the Top Up Premium based on the board approved underwriting guidelines and other applicable regulations.
  - 5) The minimum Top Up Premium payable is ₹ 5,000, subject always to the Company's right to alter this minimum amount payable from time to time, subject to prior approval from the IRDAI.
  - 6) There would be a lock-in period of five (5) years for each Top Up Premium. The lock-in period for each Top Up Premium shall be applicable from the date of payment of that Top Up Premium.
- f) Settlement Option
  - i) The Policyholder will have the option to receive the Maturity Benefit in installments (payable yearly, half yearly, quarterly or monthly, at the option of the Policyholder) spread over a maximum period of five (5) years.
  - ii) The Units will continue to be maintained in the same Funds as they existed on the Maturity Date.
  - iii) The amount paid out to the Policyholder in each installment will be the outstanding Regular Premium Fund Value and Top Up Premium Fund Value, if any, as at that installment date divided by the number of outstanding installments.
  - iv) Installment payments will be made by redeeming Units from the Funds at the Unit Price applicable on the installment date.
  - v) No risk cover or Additional Rider Benefit cover will be available during the period of the settlement option.
  - vi) Only Fund Management Charge (FMC) as per Section 18b) below can be charged during the period of the settlement option.
  - vii) No partial withdrawals and switching Funds / Portfolio Strategies are allowed during the period of the settlement option.
  - viii) The Policyholder will have an option to withdraw the Regular Premium Fund Value and any Top Up Premium Fund Value completely, anytime during the period of settlement option. The Regular Premium Fund Value and any Top Up Premium Fund Value will be calculated as the total number of outstanding Units under the Policy multiplied by the Unit Price as on date of complete withdrawal.
  - ix) During the period of settlement option, on receipt of intimation at the Company's office, of the death of the Life Assured, the Regular Premium Fund Value and Top Up Premium Fund Value, if any, as on the date of intimation of death shall be paid to the Policyholder/Nominee and the Policy will terminate.
  - x) No guarantee shall be applicable during the settlement period.
- g) Changing the Premium Paying Term

The Policyholder may change the Premium Paying Term at any time subject to chosen Premium Paying Term being available under the product on the date of receipt of request at the office of the Company, provided:

  - i) All due Regular Premium till the date of such request are paid.
  - ii) Such option is exercised before the expiry of the existing Premium Paying Term.
  - iii) Miscellaneous charge, as mentioned in Section 18 and Section 19 below, will be applicable for the option.
- h) Decreasing the Sum Assured

After the first Policy Year, the Policyholder may reduce the Sum Assured under the Policy at any monthly Policy Anniversary subject to the following:

  - i) The Policyholder can reduce the Sum Assured to the level of the minimum allowed under the product on the date of receipt of request at the office of the Company. The minimum Sum Assureds allowed under the Policy are 10 times the Annual Premium for Age at Entry less than 45 years and 7 times for Age at Entry of 45 years & above.
  - ii) The revised Mortality Charge and Rider Charges, if any, as per Section 18 below will be applicable from the next Monthly Due Date.
  - iii) Miscellaneous charge, as mentioned in Section 18 and Section 19 below, will be applicable for the option.
- i) Changing the Premium Payment Frequency
  - i) The Premium Payment Frequency may be changed at any time to any other (i.e., yearly, half yearly, quarterly or monthly) as long as the existing and requested Premium Payment Frequencies can be aligned, and subject to the minimum Regular Premium allowed for each Premium Payment Frequency under the product on the date of receipt of request at the office of the Company.
  - ii) Miscellaneous charge, as mentioned in Section 18 and Section 19 below, will be applicable for this alteration.
- 10. Suicide Exclusion

If the Life Assured commits suicide, whether sane or insane, within one (1) year

from the Date of Commencement of Risk or the date of latest revival of the Policy, the Policy shall be void, whether or not any beneficial interest has been created therein, and the Company's liability shall be limited to the extent of the Regular Premium Fund Value and Top Up Premium Fund Value, if any, as on the date of intimation of the death at the Company's office. Any Charges recovered subsequent to the date of death shall also be paid back to the Nominee/Policyholder.

The validity of the contract of insurance will be determined in accordance with the actual date of death and not the date of intimation of death.

#### 11. Termination Conditions

This Policy shall automatically and immediately terminate on the earlier occurrence of any of the following events:

- a) On receipt of intimation of death of the Life Assured, at the Company's office.
- b) On payment of Discontinuance Value or Surrender Benefit.
- c) On Foreclosure of the Policy.
- d) The Units in the Policy are fully surrendered.
- e) The Maturity Date, unless the Policyholder has opted for the Settlement Option.
- f) The expiry of the period of Settlement Option.

### PART "A" - SCHEDULE OF INVESTMENT FUNDS

12. The Policyholder, at the Policy Commencement Date as well as any Policy Anniversary, will have option to choose from any one of the following two (2) Portfolio Strategies under this Policy:

- a) Investor Selectable Portfolio Strategy Or
- b) Wheel of Life Portfolio Strategy

Under this Portfolio Strategy, the Policyholder will have the following seven (7) Funds to choose from:

#### Type of Funds

- i) The following Funds are available as at the Policy Commencement Date:
  - 1) Accelerator Mid-Cap Fund II
  - 2) Asset Allocation Fund II
  - 3) Bluechip Equity Fund
  - 4) Bond Fund
  - 5) Equity Growth Fund II
  - 6) Liquid Fund
  - 7) Pure Stock Fund
- ii) The Company may add, close, merge, modify or consolidate the Funds under this Policy with prior approval from the IRDAI.
- b) Wheel of Life Portfolio Strategy

Under this Portfolio Strategy, the Company will allocate the Regular Premiums and the Top Up Premiums, if any, paid by the Policyholder after applying the Premium Allocation Rate, and reallocate the Regular Premium Fund Value and the Top Up Premium Fund Value, if any, at each Policy Anniversary into the various Funds mentioned below, based on the Years to Maturity (as on the last Policy Anniversary) as per the table below.

Years to Maturity	Proportion in following three Funds (%)				Bond Fund (%)	Liquid Fund (%)
	Blue chip Equity Fund	Equity Growth Fund II	Accelerator Mid-Cap Fund II	Total		
20 & above	20	50	30	100	0	0
19	30	50	20	100	0	0
18	30	50	20	100	0	0
17	30	50	20	100	0	0
16	30	50	20	100	0	0
15	40	40	15	95	5	0
14	40	40	10	90	10	0

13	40	40	5	85	15	0
12	40	40	0	80	20	0
11	40	35	0	75	25	0
10	40	30	0	70	30	0
9	40	25	0	65	35	0
8	40	20	0	60	40	0
7	40	15	0	55	45	0
6	40	10	0	50	50	0
5	40	0	0	40	55	5
4	30	0	0	30	60	10
3	20	0	0	20	65	15
2	10	0	0	10	70	20
1	0	0	0	0	80	20

- i. The Policyholder can opt for this Portfolio Strategy at the Policy Commencement Date or can switch to this Portfolio Strategy at any subsequent Policy Anniversary by giving a written notice to the Company thirty (30) days in advance.
  - ii. If the Policyholder has switched to this Portfolio Strategy at any subsequent Policy Anniversary, the Company will reallocate the available Regular Premium Fund Value and Top Up Premium Fund Value, if any, among various Funds in the proportion mentioned in the table above depending on the outstanding "years to maturity" of the Policy. The Regular Premiums and Top Up Premiums, if any, paid will also be allocated in to the Funds in the proportion mentioned in the table above depending on the outstanding "years to maturity" of the Policy.
  - iii. On each Policy Anniversary, the Company will reallocate the available Regular Premium Fund Value and Top Up Premium Fund Value, if any, among various Funds in the proportion based on the outstanding years to maturity of the Policy to ensure balance is maintained between the Policyholder's "years to maturity" and level of risk on investments to optimize the returns. All allocation & de-allocation of units shall be based on the prevailing unit price.
  - iv. The Policyholder further understands and agrees that the proportion in the various Funds may change during a Policy Year from the allocation proportions mentioned in the relevant table above for reasons including fluctuations in the Unit Price.
  - v. The Policyholder understands and agrees that in accordance with the Portfolio Strategy, as mentioned above, the Company may also switch Units between the various Funds at the prevailing Unit Price of the respective Funds.
  - vi. It is expressly understood and agreed that (a) the Company's reallocation or switching shall be as circumstances reasonably permit; (b) the Company gives no guarantee or assurance of being able to maintain the proportions mentioned by reallocation or switching, and (c) the Company shall not be liable for any failure to achieve the proportions mentioned for any reason beyond the control of the Company or any consequence thereof.
  - vii. The Company may change the proportions as may be applicable under the Portfolio Strategy with the prior approval of the IRDAI.
13. Force Ma'jeure Condition
- a) The Company will value the Funds on each day that the financial markets are open. However, the Company may value the Funds less frequently in extreme circumstances external to the Company, where the value of the assets is too uncertain. In such circumstances, the Company may defer the valuation of assets for up to 30 days until the Company feels that certainty as to the value of assets has been resumed. The deferment of the valuation of assets will be with prior consultation with the IRDAI.
  - b) The Company will make investments as per the Fund Mandate in Section 15 below. However, the Company reserves the right to change the exposure of all/any Fund to money market instruments to 100% only in extreme situations external to the company, keeping in view market conditions, political, economic and other factors. The same will be put back as per the base mandate once the situation has corrected.
  - c) Some examples of such circumstances [in Sub-Section a) & Sub-Section b) above] are:
    - i) When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed otherwise than for ordinary holidays.
    - ii) When, as a result of political, economic, monetary or any circumstances out of the



control of the Company, the disposal of the assets of the Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Policyholders.

- iii) During periods of extreme market volatility during which Surrenders and Switches would, in the opinion of the Company, be detrimental to the interests of the remaining Policyholders.
- iv) In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
- v) In the event of any event of any force majeure or disaster that affects the normal functioning of the Company.
- vi) If so directed by the IRDAI.
- d) The Policyholder shall be notified of such a situation if it arises.

14. Fund Management

All the Funds will be internally managed by the Company.

15. Investment Objectives

(a) Accelerator Mid-Cap Fund II:

(SFIN: ULIF05206/01/10ACCMIDCA02116)

The investment objective of this Fund is to achieve capital appreciation by investing in a diversified basket of mid cap stocks and large cap stocks.

Portfolio Allocation:

Equity & Equity Related Instruments: Not less than 60%; Out of the Equity investment: Not less than 50% will be in mid cap stocks.

Bank deposits: not more than 40%

Money market instruments, Cash, Mutual Fund\*: Not more than 40%

\* The maximum investment in mutual funds shall be governed by the relevant IRDAI guidelines.

(b) Asset Allocation Fund II:

(SFIN: ULIF07205/12/13ASSETALL02116)

The investment objective of this fund will be to realize a level of total income, including current income and capital appreciation, which is consistent with reasonable investment risk. The investment strategy will involve a flexible policy for allocating assets among equities, bonds and cash. The fund strategy will be to adjust the mix between these asset classes to capitalize on the changing financial markets and economic conditions. The fund will adjust its weights in equity, debt and cash depending on the relative attractiveness of each asset class.

Portfolio Allocation:

Equity: 40% - 90%

Debt, Bank deposits & Fixed Income Securities: 0% - 60%

Money market instruments: 0% - 50%

(c) Bluechip Equity Fund:

(SFIN: ULIF06026/10/10BLUECHIPEQ116)

The investment objective of this Fund is to provide capital appreciation through investment in equities forming part of National Stock Exchange NIFTY.

Portfolio Allocation:

Equity: Not less than 60%

Bank deposits: Not more than 40%

Money market instruments, Cash, Mutual Fund\*: Not more than 40%

\* The maximum investment in mutual funds shall be governed by the relevant IRDAI guidelines.

(d) Bond Fund:

(SFIN: ULIF02610/07/06BONDFUNDL116)

The investment objective of this Fund is to provide accumulation of income through investment in high quality fixed income securities like G-Secs, and corporate debt rated AA and above.

Portfolio Allocation:

Debt and debt related securities incl. Fixed deposits: 40% to 100%

Money market instruments, Cash, Mutual funds\*: 0% to 60%

\* The maximum investment in mutual funds shall be governed by the relevant IRDAI guidelines.

(e) Equity Growth Fund II:

(SFIN: ULIF05106/01/10EQTYGROW02116)

The investment objective of this Fund is to provide capital appreciation through investment in select equity stocks that have the potential for capital appreciation.

Portfolio Allocation:

Equity: Not less than 60%

Bank deposits: Not more than 40%

Money market instruments, Cash, Mutual Fund\*: Not more than 40%

\* The maximum investment in mutual funds shall be governed by the relevant IRDAI guidelines.

(f) Liquid Fund:

(SFIN: ULIF02510/07/06LIQUIDFUND116)

The investment objective of this Fund is to have a Fund that protects the invested capital through investments in liquid money market and short-term instruments like commercial papers, certificate of deposits, money market mutual funds, and bank FDs etc.

Portfolio Allocation:

Bank deposits and Money market instruments: 100%

(g) Pure Stock Fund:

(SFIN: ULIF02721/07/06PURESTKFUN116)

The investment objective of this fund is to specifically exclude companies dealing in gambling, contests, liquor, entertainment (films, TV etc.), hotels, banks and financial institutions.

Portfolio Allocation:

Equity & Equity Related Instruments: Not less than 60%

Government treasury bills (Non-interest bearing): Not more than 40%

16. Risk Profile

The investment risk profiles of the Funds based on the nature of assets held in each Fund is as follows: -

Funds	Risk Profile
Accelerator Mid Cap Fund II	Very High
Asset Allocation Fund II	High
Bluechip Equity Fund	High
Bond Fund	Moderate
Equity Growth Fund II	Very High
Liquid Fund	Low
Pure Stock Fund	Very High

17. Fund Provisions

a) Purpose of the Funds

The Company has established the above Funds from which it will make payment of a part of or all of the benefits payable under this Policy.

b) Investment of the Funds

- i) The selection of the underlying investments of each Fund established by the Company and the valuation of assets to which it is referenced shall be such as the Company, in its absolute discretion, may from time to time determine provided it satisfies the investment objectives set out in Section 15 above and any IRDAI Regulations as applicable from time to time. It is further provided that the assets of each Fund may comprise such proportion as the Company may determine including un-invested cash or any other assets whether or not this produces income.
- ii) All assets relating to the Fund shall be and shall remain in the absolute beneficial ownership of the Company. There is no trust created, whether expressly or impliedly, by the Company in respect of the investments in favour of any person.

18. Charges

The Charges mentioned below will be subject to the applicable GST.

a) Mortality Charge

The Mortality Charge will be deducted at the rate as applicable to the attained Age and gender of the Life Assured, on the Date of Commencement of Risk and on each subsequent Monthly Due Dates. The Mortality charge may vary from Policy Year to Policy Year according to the attained Age of the Life Assured at the time of deduction of the same.

- ii) The Mortality charge per thousand Sum at Risk is given in Annexure 3. Sum at Risk means higher of [Death Benefit less Regular Premium Fund Value less Top Up Premium Fund Value] or zero where Death Benefit is as defined in Section 8a) above. The Mortality charge is applied on the Sum at Risk under the Policy.

b) Fund Management Charge

Fund	Fund Management Charge per annum
Accelerator Mid Cap Fund II	1.35%
Asset Allocation Fund II	1.25%
Bluechip Equity Fund	1.25%
Bond Fund	0.95%
Equity Growth Fund II	1.35%
Liquid Fund	0.95%
Pure Stock Fund	1.35%
Discontinuance Life Policy Fund	0.50%

c) Policy Administration Charge

The Policy Administration Charge is mentioned in the Schedule.

d) Premium Allocation Charge

The Premium Allocation Rate is mentioned in the Schedule. The balance is taken as the Premium Allocation Charge.

e) Switching Charge

The Policy offers unlimited free switches

f) Miscellaneous Charge

The miscellaneous charge will be of ₹100/- per applicable transaction in respect of alteration of premium frequency, alteration of premium apportionment, change in premium paying term or decrease in sum assured shall be charged.

g) Discontinuance Charge

The Discontinuance Charge, as per table below, shall be applicable to the Regular Premium Fund Value only, on the Date of Discontinuance of the Policy.

Where the policy is discontinued during the policy year	Discontinuance charge for the policies having Annual Premium up to ₹ 25000/-	Discontinuance charge for the policies having Annual Premium above ₹ 25000/-
1	20% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 3,000	6% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 6,000
2	15% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 2,000	4% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 5,000
3	10% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 1,500	3% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 4,000
4	5% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 1,000	2% of the lower of (Annual Premium or Regular Premium Fund Value) subject to maximum of ₹ 2,000
5 & above	Nil	Nil

No Discontinuance Charge will be applied on Units in respect of Top Up Premium.

h) Rider Charge

The Rider charges are governed by rider terms and conditions. Rider charges will be deducted on each Monthly Due Date throughout the Rider Term by cancellation of Units.

i) Revision of Charges

After taking due approval from the IRDAI, the Company reserves the right to revise the above mentioned Charges, except the Premium Allocation Charge, mortality

charge and the rider charge which are guaranteed throughout the Policy Term:

- Fund Management Charge up to a maximum of 1.35% per annum of the NAV for the Asset Allocation Fund II, Bluechip Equity Fund, Liquid Fund & Bond Fund.
- Policy Administration Charge up to a maximum of ₹ 6000 per year.
- Miscellaneous charge up to a maximum of ₹ 200/- per transaction

The Company will give a notice of three (3) months to the Policyholders for any changes in charges. The Policyholder/Life Assured who does not agree with the modified charges shall be allowed to withdraw the units in the plans immediately or at the end of five policy years, whichever is later and terminate the Policy.

19. Recovery of Charges

- The Fund Management Charge as per Section 18b) above along with applicable GST will be adjusted in the Unit Price of the Funds while calculating the Unit Price.
- The Policy Administration Charge [per Section 18c) above], the Mortality Charges [per Section 18a) above] and Rider Charge [per Section 18h) above] all along with GST will become due for deduction on each Monthly Due Dates and will be recovered by the redemption of Units at the prevailing Unit Price.
- The Discontinuance Charge as per Section 18g) above along with GST shall be applicable to the Regular Premium Fund Value only, on the Date of Discontinuance of Policy.
- Miscellaneous Charge per Section 18f) above, wherever applicable, will be recovered, as and when the Policyholder exercises the applicable options given under Section 9 above, by the redemption of Units at the prevailing Unit Price.
- In the event that the Units are held in more than one Fund, the cancellations of Units will be effected in the same proportion as the value of Units held in each Fund under the Policy. If the value of Units in any Fund falls to the extent that it is insufficient to support the deduction of proportionate monthly charges, then the same shall be deducted proportionately from the value of Units of the other Funds.

20. Unit Transactions

a) Allocation of Units

- For Regular Premium or Top Up Premium received in cash or local cheques or demand drafts, or requests for revival of a Discontinued Policy received by the Company, by the closing time for the day as specified by the IRDAI from time to time, the closing Unit Price of the day it is received shall be applicable. The closing time presently specified by the IRDAI is 3:00 pm
- For Regular Premium or Top Up Premium received in cash or local cheques or demand drafts, or requests for revival of a Discontinued Policy received by the Company, after the closing time for the day as specified by the IRDAI from time to time, the closing Unit Price of the next Business Day shall be applicable. The closing time presently prescribed by the IRDAI is 3:00 pm
- For Regular Premium or Top Up Premium received through outstation cheques or demand drafts, the closing Unit Price of the business day on which the cheque / demand draft is cleared shall be applicable

b) Redemption of Units

- For written applications received by the Company from the Nominee/ Policyholder for death, surrender, partial withdrawal, conversion to Discontinued Policy or switch out by the closing time for the day as specified by the IRDAI from time to time, the same day's closing unit price shall be applicable. The closing time presently prescribed by the IRDAI is 3:00 pm.
- For written applications received by the Company from the Nominee/ Policyholder for death, surrender, partial withdrawal, conversion to Discontinued Policy or switch out after the closing time for the day as specified by the IRDAI from time to time, the closing unit price of the next business day shall be applicable. The closing time presently prescribed by the IRDAI is 3:00 pm.

21. Non-Participation in Profits

This Policy shall participate only in the investment performance of the underlying Funds.

22. Fund Amendments

- The Company may, in its sole discretion close any of the Funds if in the sole and absolute opinion of the Company, the said Fund should be closed. The

Policyholder shall be given at least three months prior written notice of the Company's intention to close any of the Funds and, on and from the date of such closure, the Company shall cease to allocate and redeem Units of the said Fund. In such an event if the Units are not withdrawn or switched to any other Fund by the Policyholder within three (3) months of dispatch of notice, the Company will switch the said Units to the Bond Fund. No fee will be charged for switching in the event of such closure of Funds.

ii) The Company may add, close, merge, modify or consolidate the Funds under this Policy with prior approval from the IRDAI.

23. Unit Statement

The Company will issue a Unit Statement to the Policyholder at every Policy Anniversary or on the happening of any Unit transaction under the Policy except due to deduction of the Charges as mentioned in Section 18 above.

PART "B" - GENERAL CONDITIONS

24. Age Proof

a) The Mortality Charge/s payable under the Policy is calculated on the basis of the Life Assured's Age and gender as declared in the Proposal Form. If the Age has not been admitted by the Company, the Policyholder shall furnish such proof of Age as is acceptable to the Company and have the Age admitted.

b) 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 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 discontinued/terminated with immediate effect by the Company and:

1) If the Policy is discontinued before the fifth (5th) Policy Anniversary, the Discontinuance Value, as per Section 8d) above, shall become payable at the end of the lock in period of five (5) Policy Year,

2) If the Policy is terminated after the fifth (5th) Policy Year, the Surrender Benefit shall be payable immediately.

ii) If the Life assured correct Age is higher than the Age declared in the Proposal Form, the Mortality Charge/s payable under the Policy shall be altered corresponding to the correct Age of the Life assured (the "corrected Mortality Charge") and the accumulated difference between the corrected Mortality Charge and the original Mortality Charge from the Policy Commencement Date up to the date of such payment shall be recovered by the redemption of Units.

iii) If the Life assured correct Age is lower than the Age declared in the Proposal Form, the Mortality Charge payable under the Policy shall be altered corresponding to the correct Age of the Life assured (the "corrected Mortality Charge") from the next Monthly Due Date.

25. Assignment and Nomination

Assignment should 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]

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

26. 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]

27. Loans

No loan is available under this Policy.

28. Non-Disclosure & Fraud

In case of fraud or misrepresentation by the Policyholder, the Policy, subject to fraud or misrepresentation being established in accordance with section 45 of the

Insurance Act, 1938, shall be terminated immediately by returning the Surrender Benefit, if any, as on the date of termination.

29. 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 Policyholder/Life Assured:

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

ii) The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's/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.

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

Bajaj Allianz Life Insurance Company,  
GE Plaza, Airport Road, Yerawada, Pune – 411 006  
Toll Free No. 1800 209 7272 | Fax: 020-6602-6789  
e-mail: customercare@bajajallianz.co.in

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

30. Electronic Transactions

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.

31. Free Look Period

Within fifteen (15) days [thirty (30) days in case 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 Premium Allocation Charge [per Section 1d)], plus Charges levied by cancellation of Units plus Regular Premium Fund Value and Top Up Premium Fund Value, if any, at the date of cancellation of Units less the proportionate risk premium for the period on cover, expenses incurred on medical examination and stamp duty charges.

32. Currency

All amounts payable either to or by the Company shall be payable in India and in Indian Currency.

33. Waiver

Failure or neglect by either party to enforce at anytime the provisions of this Policy shall not be construed or be deemed to be a waiver of either party's right here-in 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

34. Modifications

This Policy Document constitutes the complete contract of insurance. This Policy Document cannot be changed or varied except by a Policy endorsement in writing and signed by an officer of the Company authorized for this purpose.

35. **Payment of claim**  
The Death Benefit is payable to the Nominees/Policyholder/legal heirs. The Company shall be under no obligation to make any payment of Death Benefit, unless and until the Company has received from the Policyholder (or the surviving life assured, or the Nominee, or legal heirs, and at no expense to the Company) any information and documentation it requests, including but not limited to:
- Written notice as soon as possible and in any event preferably within 180 days of the death of the life/lives assured, and the circumstances resulting in the death of the life/lives assured.
  - The claimant's proof of entitlement to receive payment under the Policy.
  - Original Policy Document.
  - Original death certificate of the life/lives assured issued by a competent authority.
  - Medical cause of death, certificate from the doctor who last attended to the life/lives assured or the hospital in which the death occurred.
  - If the death is due to unnatural causes including an accident; a copy of First Information Report (FIR) and Post Mortem Report (PMR). For claiming Death Benefit, copy of FIR and PMR shall be mandatory.
  - Any other document as may be asked for looking into the facts and circumstances resulting to a claim under the Policy.
  - Without Prejudice to the right of the Company to insist for any of the documents as mentioned herein above to examine the admissibility of claim for the Death Benefit under the Policy of insurance, the Company may at its sole discretion, consider claims where the claimant is unable to submit required documents.  
All claims lodged beyond a period of 3 years from the date of death must be supported by a Declaration of the claimant/Nominee explaining the reasons for not lodging a claim earlier and suitably demonstrate to the satisfaction of the Company that the reasons for delay was on account of facts beyond the control of Nominee/claimant. The Company reserves the right to consider delayed claims on merits only on satisfaction that there were sufficient grounds for not preferring a claim within time.
36. **Loss of Policy Document**
- 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 Policy Document duly endorsed to show that it is issued following the loss or destruction of the original Policy Document.
  - Upon the issuance of a copy Policy Document the original Policy Document will cease to have any legal effect.
  - 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.
  - 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.
37. **Grievance Redressal**  
In case you have any query or complaint/grievance, you may contact the Grievance Officer of any nearest Customer Care Center at Branch Office of the Company during the Company's office hours from 9 am to 6 pm. Alternatively, you may communicate with the Company:  
By post at: Customer Care Desk,  
Bajaj Allianz Life Insurance Company Ltd.,  
GE Plaza, Airport Road, Yerawada, Pune - 411006  
By Phone at: Toll Free No. 1800 209 7272 | By Fax at: 020-6602-6789  
By Email: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)  
In case you are not satisfied with the resolution provided to you by the above office, or have not received any response within 10 days, or you have any suggestion in respect of this Policy or on the functioning of the office, you may contact the following official for resolution:  
Grievance Redressal Officer,  
Bajaj Allianz Life Insurance Company Ltd.  
3rd Floor, Bajaj Finserv, Survey No: 208/1-B, Behind Weik Field IT Park,  
Viman Nagar, Pune – 411014  
Tel. No: 1800 209 7272 | Fax: (+91 20) 401 11502
- Email ID: [customercare@bajajallianz.co.in](mailto:customercare@bajajallianz.co.in)  
If Policyholder is not satisfied with the response or does not receive a response from the Company within fifteen (15) days, he may approach the IRDAI Grievance Cell Centre (IGCC) on the following contact details:  
By Phone: TOLL FREE NO: 155255  
By Email: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)  
By post at: Consumer Affairs Department Insurance Regulatory and Development Authority of India  
9th floor, United India Towers, Basheerbagh, Hyderabad – 500 029, Andhra Pradesh  
By Fax at: +91- 40 – 6678 9768  
The Policyholder can also register his complaint online at <http://www.igms.irda.gov.in/>
38. **Ombudsman**
- 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:
    - Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
    - Delay in settlement of claim
    - Dispute with regard to premium
    - Non-receipt of your insurance document
  - The address of the Insurance Ombudsman is provided as Address & Contact Details of Ombudsmen Centres attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at [http://www.irdaindia.org/ins\\_ombusman.htm](http://www.irdaindia.org/ins_ombusman.htm).
  - The complaint should be made in writing and duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
  - Also please note that as per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
    - Only if the grievance has been rejected by the grievance redressal mechanism of the Company
    - The complaint should be filed within a period of one year from the date of rejection by the Company
    - The complaint should not be simultaneously under any litigation
39. **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.
40. **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 from the Unit Account or any of the benefits payable under this Policy, a sum on account of any tax, including GST 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.
41. **Status of Insurance Agent**  
The insurance agent is only authorized by the Company to arrange completion and submission of the Proposal Form. The insurance agent is not authorized to act as the Company's legal representative and 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 authorization 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.

**Annexure 3**

**Bajaj Allianz Future Gain – Standard Mortality Charges**

**Annual Mortality Charge Rates Per '000 Sum at Risk – For Males lives**

Age	Mortality Charge	Age	Mortality Charge
1	4.27	36	1.75
2	3.22	37	1.87
3	2.43	38	2.01
4	1.84	39	2.17
5	1.39	40	2.35
6	1.07	41	2.56
7	0.83	42	2.81
8	0.68	43	3.09
9	0.58	44	3.42
10	0.54	45	3.79
11	0.55	46	4.23
12	0.59	47	4.72
13	0.65	48	5.27
14	0.73	49	5.87
15	0.81	50	6.52
16	0.89	51	7.21
17	0.96	52	7.93
18	1.03	53	8.69
19	1.09	54	9.47
20	1.13	55	10.27
21	1.16	56	11.11
22	1.19	57	11.98
23	1.21	58	12.91
24	1.22	59	13.90
25	1.24	60	14.98
26	1.25	61	17.44
27	1.26	62	18.84
28	1.28	63	20.38
29	1.31	64	22.07
30	1.34	65	23.94
31	1.38	66	26.00
32	1.43	67	28.27
33	1.49	68	30.76
34	1.56	69	33.48
35	1.65	70	36.46

**Note :**

- i. The above charges are exclusive of any GST.
- ii. For Female lives there is 3 years' age setback for calculating mortality charge, except for attained ages 1, 2 & 3 years, which will have the mortality charge corresponding to a male life of attained age 1 year.
- iii. Sum at risk is Max [Death benefit – regular premium fund value - top up premium fund value, zero (0)]

## 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, Kanoj, 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, as amended from time to time – Assignment and Transfer of Insurance Policies

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

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

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

#### Annexure BB

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

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

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

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

#### Annexure CC

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

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

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

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