

Bajaj Allianz Life Insurance Company Limited
Bajaj Allianz Life eTouch Online Term
PART - A
FORWARDING LETTER

Name of the Policyholder _____

Address _____

Dear _____

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

We would like to thank you for investing your faith in us. Your policy requires Regular Premiums to be paid for _____

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

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

Within thirty (30) days 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 all Regular Premium (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty charges. For any queries kindly write to us at the below mentioned address and we assure and strive to provide you the best of services.

Authorised Signatory
Head- Underwriting

FOR BAJAJ ALLIANZ LIFE INSURANCE COMPANY LTD.

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

GE Plaza, Airport Road, Yerawada, Pune - 411006

Toll Free Number: 1800 209 7272

Please read policy document, especially following clauses on

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

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

PREAMBLE

Product Name – Bajaj Allianz Life eTouch Online Term

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.

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 Life eTouch Online Term
Product Code		Unique Identification No. (UIN)	
Policy Commencement Date		Variant	
Date of Commencement of Risk		Date of Birth	
Age		Age Admitted	
Gender		Smoker Category	
Policy Term		Sum Assured (₹)	
Premium Paying Term		Premium Payment Frequency	
Regular Premium (₹)*		Extra Premium (₹)	
Due Date of Last Premium		Maturity Date	
Due Dates of Premium			

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

REGULAR PREMIUM PAYABLE FOR SELECTED PREMIUM PAYMENT FREQUENCY: ₹

In Words: RupeesOnly

Details of the Nominee

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

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

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

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

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

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

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

Issued on <date>

Authorised Signatory

PART B

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

- 1) Definitions & abbreviations:
 - a. "Accident" means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
 - b. "Accidental Death" means death caused by sudden, violent, unforeseen and involuntary event caused by external and visible means as revealed by an autopsy provided such death was caused directly by such Accident, and independently of any physical or mental illness within ninety (90) days of the date of accident and subject to the exclusion given in Annexure K, which forms part of this Policy Document.
 - c. "Accidental Total Permanent Disability" means disability to the Life Insured if he meets with an Accident, and is being subject to one of the following impairments: (i) Total and irrecoverable loss of entire sight in both eyes or (ii) Amputation at or above the wrists or (iii) Amputation at or above the wrist and one foot at or above the ankle. "Loss of sight" above means total, permanent and irreversible loss of all vision in both eyes as a result of accident (as applicable). The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures. The ATPD benefit is subject to the exclusion as given in Annexure K, which forms part of this Policy Document.
 - d. "ACI" means Accelerated Critical Illness.
 - e. "ACI Benefit" means the benefit payable on diagnosis of any specified Critical Illness occurring on the life of the Life Assured. Please refer to Section 4)a)iv) below for more details.
 - f. "ADB" means Accidental Death Benefit and is the benefit payable on the Accidental Death of the Life Assured. Please refer to Section 4)a)iii) below for more details.
 - g. "Age" means age as at last birthday.
 - h. "ATPD Benefit" means the benefit payable on ATPD of the life of the Life Assured. Please refer to Section 4)a)i)(1), Section 4)a)ii)(1), Section 4)a)iii)(1) and Section 4)a)iv)(1) below for more details.
 - i. "ATPD" means Accidental Total Permanent Disability
 - j. "Business Day" is the common working day of the Corporate Office of the Company.
 - k. "CI" means Critical Illness
 - l. "Claimant" means the Life Assured (if alive) or Policyholder (if different from the Life Assured) or the assignee or the Nominee or the legal heirs of Policyholder/Nominee(s) to whom the Policy Benefit will be payable
 - m. "Company" refers to BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
 - n. "Critical Illness" means illness the signs or symptoms of which first commence more than ninety (90) days following the Date of Commencement of Risk or the date of latest revival (if any), whichever is the latest, and shall include either the first diagnosis of any of the illnesses or first performance of any of the covered surgeries as given in section I C) of Annexure K, subject to exclusion as given in section II C) of Annexure K. Annexure K forms part of this Policy Document.
 - o. "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.
 - p. "Death Benefit" means the benefit payable on the death of the Life Assured. Please refer to Section 4) below for more details.
 - q. "Extra Premium" means the amount of additional premium collected as part of the Regular Premium, which is decided based on the prevailing Board approved underwriting norms of the Company, and was communicated to the Policyholder in the counter-offer made to him and to which he consented.
 - r. "Financial Year" means the year starting from 1st April of a year and ending on 31st March of the next year.
 - s. "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 the Regular Premium payment.
 - t. "IRDAI" means the Insurance Regulatory and Development Authority of India.

- u. "Life Assured" means the person named as the Life Assured in the Schedule whose life is assured under this Policy.
- v. "Life Benefit" means the same as Death Benefit given in Section 1)p. Above
- w. "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 Benefits under the Policy.
- x. "Maturity Date" means the date as specified in the Schedule on which the Policy Term expires.
- y. "Policy" means the arrangements established by the Policy Document.
- z. "Policy Anniversary" means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.
- aa. "Policy Commencement Date" means the date of commencement of the Policy as specified in the Schedule.
- bb. "Policy Document" means this Policy wording the Schedule (which is attached to and forms part of this Policy and includes any Annexure or endorsement to it and, if more than one, then, the latest in time) and the Proposal Form.
- cc. "Policyholder" means the adult person named in the Schedule who has concluded the Policy with the Company.
- dd. "Policy Term" means the period, as specified in the Schedule, between the Policy Commencement Date and the Maturity Date.
- ee. "Policy Year" means the year commencing on the Policy Commencement Date or a Policy Anniversary thereof.
- ff. "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.
- gg. "Premium Paying Term" means the period specified in the Schedule during which the Regular Premium is payable.
- hh. "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.
- ii. "Regular Premium" means the amount exclusive of applicable taxes, if any, payable by the Policyholder at regular intervals during the Premium Paying Term, in amount and at the Premium Payment Frequency, both, as specified in the Schedule.
- jj. "Smoker Category" of the Life Assured is as specified in the Schedule, and is the classification of the Life Assured based on the prevailing Board approved underwriting norms of the Company.
- kk. "Sum Assured" is the amount as specified in the Schedule for the Life Assured under the Policy.
- ll. "Sum Assured on Death" is the amount as specified in the Schedule under the Policy and is the higher of
 - (i) 10 times annualised premium* or (ii) 105% of total premium paid* till date of death or (iii) Sum Assured.

**Annualized Premium and total premium is exclusive of any Extra Premium, and service tax & cess, if any*
- mm. "Variant" means the four (4) Variants, as mentioned in Section 2)b) and detailed in Section 4)a) below, that the Policyholder has to choose from before the Date of Commencement of Risk.
- nn. "WOP Benefit" means the benefit of the waiver of premium (WOP) due in the future on the occurrence of any CI and/or ATPD of the Life Assured, based on the Variant chosen in the Policy. Please refer to Section 4)c) below for more details.

PART C

- 2) Policy Description
 - a) The Policy is a non-participating, individual life, regular premium paying term and health cover (death and health related) plan.
 - b) The plan provides four (4) Variants, as mentioned below, from which the Policyholder will choose before the Policy Commencement Date. The chosen Variant cannot be changed under the Policy.
 - i. Life Benefit plus WOP due to ATPD – Variant "Shield"
 - ii. Life Benefit plus ATPD Benefit plus WOP due to ATPD – Variant "Shield Plus"
 - iii. Life Benefit plus ADB plus ATPD Benefit plus WOP due to ATPD – Variant "Shield Super"
 - iv. Life Benefit and ACI Benefit plus ATPD Benefit plus WOP due to ATPD or CI –

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- Variant "Shield Supreme"
- The details of the benefits under each Variant are as given in Section 4) below.
- c) The plan provides Death Benefit, ADB (if opted), ATPD Benefit (if opted), ACI Benefit (if opted) and WOP benefit.
- d) There is no Maturity Benefit or Surrender Benefit Policy.
- 3) Regular Premium
- a) The Regular Premium is based on the Gender, Age, Policy Term, Sum Assured and the Smoker Category of the Life Assured, and includes any Extra Premium.
- b) Regular Premium is payable in full on the due dates of premium specified in the Schedule or within the Grace Period allowed, during the Premium Paying Term.
- c) The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- d) The Company will not accept any amount less than the Regular Premium along with applicable taxes, if any, due as the Regular Premium.
- e) The Regular Premium for the Variants "Shield", "Shield Plus", "Shield Super" and Non-ACI component of "Shield Supreme" are guaranteed for entire Policy term. The ACI (including WOP on ACI) component of Variant "Shield Supreme" is guaranteed for a period of five (5) Policy Years from the Policy Commencement Date or from the date of latest revision of Regular Premium.
- i. The revised Regular Premium for ACI (including WOP on ACI) will be informed to the Policyholder by the Company thirty (30) days before the commencement of the next Policy Year and shall remain unchanged for at least five (5) Policy Years, as applicable.
- ii. If the Policyholder disagrees to the revised Regular Premium, the Policy will be terminated with immediate effect.
- f) Where the Regular Premium along with applicable taxes, if any, in full has not been paid even within the Grace Period, the Policy shall be subjected to the "Non-payment of Regular Premium and Forfeiture" condition(s) as per Section 7) below.
- 4) Policy Benefits:
- The Company will pay the following benefit under the Policy to the Claimant as per the Variant taken under the Policy (mentioned in the Schedule), subject to Section 7), Section 12) & Section 23) below, and provided the Policy has not been terminated as per Section 13) below.
- a) If all the due Regular Premiums have been paid in full, then,
- i) In case Variant "Shield" is chosen in the Policy:
- (1) WOP Benefit: On ATPD of the Life Assured: All Future Regular Premiums under the Policy will be waived and the Policy will continue with all the other benefits under the Policy.
- (2) Life Benefit: On death of the Life Assured: Sum Assured on Death will be paid and the Policy will terminate
- ii) In case Variant "Shield Plus" is chosen in the Policy:
- (1) ATPD & WOP Benefit: On ATPD of the Life Assured:
- (a) Sum Assured, subject to maximum of ₹ 2,00,00,000, will be paid,
- (b) All future Regular Premiums under the Policy will be waived and
- (c) The Policy will continue with all the other benefits under the Policy.
- (2) Life Benefit: On death of the Life Assured: Sum Assured on Death will be paid and the Policy will terminate.
- iii) In case Variant "Shield Super" is chosen in the Policy:
- (1) ATPD & WOP Benefit: On ATPD of the Life Assured:
- (a) Sum Assured, subject to maximum of ₹ 2,00,00,000, will be paid,
- (b) All future Regular Premiums under the Policy will be waived and
- (c) The Policy will continue with all the other benefits under the Policy.
- (2) Life Benefit: On death of the Life Assured:
- (a) Sum Assured on Death will be paid.
- (b) If the death of the Life Assured was due to Accident: The Accidental Death Benefit of an additional Sum Assured equal to SA chosen for life benefit, subject to maximum of ₹ 2,00,00,000, [in addition to the benefit mentioned in Sub-Section 4)a)iii)(2) above] will be paid
- (c) The Policy will terminate on the date of death of the Life Assured.
- iv) In case Variant "Shield Supreme" is chosen in the Policy:
- (1) ATPD & WOP Benefit: On ATPD of the Life Assured:
- (a) Sum Assured, subject to maximum of ₹ 2,00,00,000, will be paid,
- (b) All future Regular Premiums under the Policy will be waived (if they have not already been waived earlier due to the occurrence of any CI) and
- (c) The Policy will continue with all the other benefits under the Policy.
- (2) ACI & WOP Benefit: On the diagnosis of the CI on the life of the Life Assured:
- (a) If the CI is Angioplasty (as defined in Annexure K), then, a fixed ACI Benefit of ₹ 5,00,000 will be paid. No further ACI Benefit will be paid for any future occurrence of Angioplasty. The Policy will continue for other benefits under the Policy, including remaining amount of ACI Benefit [as in Sub-Section 4)a)iv)(2)(b)(ii) below]. The WOP Benefit is not applicable on Angioplasty due to CI.
- (b) If the CI is not Angioplasty and:
- (i) No prior ACI benefit has been paid for Angioplasty under the Policy, then, the ACI Benefit will be paid, which is 75% of Sum Assured, subject to maximum of ₹ 75,00,000.
- (ii) A prior ACI benefit for Angioplasty has already been paid under the Policy, then, the remaining ACI Benefit will be paid, which is 75% of Sum Assured, subject to maximum of ₹ 75,00,000, Minus ₹ 5,00,000.
- (c) No benefit is payable under the Policy with respect to any future CI on the life of the Life Assured after the full ACI Benefit has been paid (even if the future CI is Angioplasty). The full ACI Benefit is 75% of Sum Assured, subject to maximum of ₹ 75,00,000.
- (d) All future Regular Premiums due under the Policy will be waived after full amount of ACI benefit is paid under the policy (if they have not already been waived earlier due to the occurrence of any ATPD). The WOP Benefit is not applicable, if the CI is Angioplasty
- (e) Policy will remain in-force:
- (i) For the remaining Death Benefit of the remaining Sum Assured on Death (i.e., for the benefit of [Sum Assured on Death minus ACI Benefit paid as mentioned in Sub-Sections 4)a)iv)(2)(a) & (b) above]).
- (ii) For the ATPD Benefit of Sum Assured, subject to maximum of ₹ 2,00,00,000, if it has not already been paid.
- (3) Life Benefit: On the death of Life Assured
- (a) If ACI Benefit [as mentioned in Sub-Sections 4)a)iv)(2)(a) & (b) above] has been paid under the Policy: Remaining Sum Assured on Death [as mentioned in Sub-Section 4)a)iv)(2)(e)(i) above] will be paid and the Policy will terminate.
- (b) If no ACI Benefit has been paid prior to the date of death: Sum Assured on Death will be paid and the Policy will terminate
- v) In Variants "Shield Plus", "Shield Super" and "Shield Supreme":
- (1) ATPD Benefit
- ATPD Benefit will not be payable if Accident happens before the expiry of the Policy Term and disability happens within 90 days of the date of Accident but after expiry of Policy Term.
- (2) ADB
- (a) If ATPD happened first and after that death happened within 90 days of Accident, in that case two separate benefits will be paid, first for ATPD Benefit and then for ADB.
- (b) ADB benefit will not be payable if Accident happens before the expiry of the Policy Term and death happens within 90 days of date of Accident but after expiry of Policy Term.
- b) If the Policy is a lapsed as per Section 7)a) below, then, no benefit is payable under the Policy.
- 5) Maturity Benefit
- There is no Maturity Benefit under the Policy.
- PART D
- 6) Free Look Condition:
- Within thirty (30) days of the receipt of this Policy, the Policyholder has the option to review the terms and conditions of the Policy and if the Policyholder disagrees to any of the terms & conditions, he has an option to return the Policy stating the reasons for his objections. The Policyholder shall be entitled to a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical

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- examination and stamp duty.
- 7) Non payment of Regular Premium and Forfeiture
If a Regular Premium due at any time has not been paid before the expiry of the Grace Period, the Policy will, immediately and automatically, be converted to a lapsed Policy at the expiry of the Grace Period, and no benefits will be payable under the Policy.
- 8) Revival
If the Policy is lapsed due to non-payment of due Regular Premium, the Policy can be revived by the Policyholder, subject to the conditions mentioned below:
- a) The application for revival is received within two (2) years from the due date of the first unpaid Regular Premium.
- b) The arrears of Regular Premiums together with interest (as decided by the Company) along with applicable taxes are paid.
- c) The Policyholder, at his own expense, agrees to undergo medical examination and provides furnishes evidence of continuity of insurability.
- d) The revival of the Policy may be on terms different from those applicable to the Policy before it lapsed, based on the prevailing Board approved underwriting norms of the Company. The Company may refuse to revive the Policy, based on the prevailing Board approved underwriting norms of the Company, and refund the amount deposited for the purposes of revival of the Policy.
- e) The revival will take effect only on it being specifically communicated by the Company to the Policyholder.
- f) On revival, the Sum Assured and Sum Assured on Death under the Policy which prevailed before the date of latest lapse will be reinstated.
- 9) Foreclosure
Foreclosure is not applicable under the Policy.
- 10) Surrender Benefit
There is no Surrender Benefit under the Policy.
- 11) Flexibilities
- a) Death Benefit and/or ADB in Instalments
- i) The Nominee will have the option to take the Life benefit and/or ADB in any of the 3 ways mentioned below:
- (1) 100% of the death benefit in a lump-sum
- (2) 50% of the death benefit in a lump-sum and the remaining in Level or Increasing monthly instalments or
- (3) 100% of the death benefit in Level or Increasing monthly instalments
- ii) If the Nominee decides to take the option of Death Benefit in instalments, then, the instalments will be paid for 120 months. The first instalment will fall due as on the date of death of the Life Assured. The details of Level or Increasing monthly instalments is as below:
- (1) In Level Instalments: The amount of instalments will be $[(\text{Amount of death benefit taken in Instalment}) * 1.1022\%]$
- (2) In Increasing Instalments: The amount of instalment in the 1st month = $[(\text{Amount of death benefit taken in Instalment}) * 0.7861\%]$. The instalments will increase by 10% p.a. (simple interest) at the end of each 12 months from the date of death
- The "Amount of benefit taken in Instalment" will be chosen by nominee. This could be either full SA or 50% of the SA as mentioned above.*
- iii) Notwithstanding that mentioned in Section 4) above regarding termination of the Policy, if the Death Benefit and/or ADB or a portion thereof is taken in instalments, then, the risk cover under the Policy will terminate immediately on the date of death of the Life Assured, and the Policy will terminate on payment of the last instalment.
- b) Alteration of Premium Payment Frequency
The Premium Payment Frequency may be changed at any Policy Anniversary during the Policy Term, subject to availability then of the Premium Payment Frequency and minimum Regular Premium allowed under the plan, as on the date of change.
Half-yearly, Quarterly and Monthly Premium Payment Frequencies are only allowed under auto-debit process (auto-debit process as allowed by RBI to financial institutions).
- c) Policy Loans
Policy loan is not available under the Policy
- PART E
- CHARGES, FUND OPTIONS, PORTFOLIO STRATEGIES, Etc
Not Applicable
- PART F
- 12) Exclusions
- a) Suicide Exclusions
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 the latest revival of the Policy, provided the Policy is in-force on the date of death, the amount payable will be 80% of the Regular Premiums paid as on date of death.
- b) Other Exclusions
The other exclusion under the Policy are as given in section II) of the Annexure K which form part of this Policy Document.
- 13) Termination Conditions
This Policy shall, immediately and automatically, terminate on the earliest occurrence of any of the following events:
- i) On the expiry of the revival period of 2 years from the date of first unpaid Regular Premium.
- ii) On the death of Life Assured, if lump sum option is selected.
- iii) On the payment of all the due monthly incomes, if instalments option is selected.
- iv) On the maturity date
- 14) Age Proof
- a) The Regular Premium 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 Life Assured's Age has not been admitted by the Company, the Policyholder shall furnish such proof of the Life Assured's 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's correct Age, which will be subject to the terms and conditions as are applicable to that plan of assurance. If it is not possible to grant any other plan of assurance, the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
- ii) If the Life Assured's correct Age is higher than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured and the accumulated difference between the corrected Regular Premium and the original Regular Premium from the Policy Commencement Date up to the date of such alteration shall be collected from the Policyholder. If the Policyholder disagrees to pay the same, the Policy will be terminated with immediate effect by the Company and the Policy shall stand terminated with immediate effect and the Company shall make payment of a refund comprising the all Regular Premiums (excluding applicable taxes) paid, less the proportionate amount of risk premium for the period the Life Assured was on cover and the expenses incurred by the Company on medical examination and stamp duty expense.
- iii) If the Life Assured's correct Age is lower than the Age declared in the Proposal Form, the Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Assured from the next due date of Regular Premium. The Company shall refund of the excess premium received (which is the total of the difference between the original Regular Premium and the corrected Regular Premium from the Policy Commencement Date up to the date of such alteration).
- 15) Assignment
Assignment shall be in accordance with provisions of section 38 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 38 is enclosed in Annexure AA

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- (as given by IRDAI) for reference]
- 16) Nomination
Nomination shall be in accordance with provisions of section 39 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of section 39 is enclosed in Annexure BB (as given by IRDAI) for reference]
- 17) 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]
- 18) Notices
Any notice, direction or instruction under this Policy which may be in writing or in any kind of electronic/digital format and if it is to:
- a. The Policyholder or the 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 or Life Assured to the address or communication/ correspondence details specified by the Policyholder in the Proposal Form or as per subsequent most recent change of address and/or communication/ correspondence details intimation submitted by him to the Company.
- ii) The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder due to any reason, there shall not be any obligation upon the Company to make any attempt again towards dispatch of the notice which was returned undelivered.
- b. The Company, shall be submitted by hand, post, facsimile or e-mail to:
Bajaj Allianz Life Insurance Company,
GE Plaza, Airport Road, Yerawada, Pune - 411006
Toll Free No. 18002097272
Email: customercare@bajajallianz.co.in
- 19) Electronic Transactions
Subject to Section 18) above, the Policyholder agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time with regard to all transactions and hereby agrees and confirms that all transactions (other than those requiring a written notice or communication under this Policy) effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.
- 20) Currency
All amounts payable either to or by the Company shall be payable in India and in Indian Currency.
- 21) 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 herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice either party's right to take subsequent action.
- 22) Modifications
This Policy Document constitutes the complete contract of insurance. This Policy Document cannot be changed or varied except by an endorsement to the Policy, in writing and signed by an officer of the Company authorized for the purpose.
- 23) Payment of claim
The Company shall be under no obligation to make any payment under Section 4) above unless and until the Company has received from the Claimant (at no expense to the Company) any information and documentation it requests, including but not limited to:
- i) Written notice as soon as possible and in any event preferably within 180 days of the death/ATPD/CI of the Life Assured, and the circumstances resulting to the death/ATPD/CI of the Life Assured.
- ii) The claimant's proof of entitlement to receive payment under the Policy.
- iii) Original Policy Document.
- iv) Original death certificate of the Life Assured issued by a competent authority.
- v) Medical cause of death certificate from the doctor who last attended to the Life Assured or from the hospital in which the death occurred.
- vi) If the death is due to unnatural causes; a copy of First Information Report (FIR) and Post Mortem Report (PMR). Post Mortem Report is mandatory for claiming the death benefit due to an Accident under the Policy.
- vii) Any other document as asked for by the Company depending on the facts and circumstances of each case.
- The Company shall consider delayed claims on merits on satisfaction that the reasons for delay were on account of facts beyond the control of Claimant.
- 24) Loss of Policy Document
- a) If the Policy Document is lost or destroyed, then subject to Sub-Section c) below, at the request of the Policyholder, the Company, if satisfied that the Policy Document has been lost or destroyed, will issue a copy of the Policy Document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company will charge a fee for the issuance of a copy of the Policy Document.
- b) Upon the issue of a copy of the Policy Document, the original Policy Document will cease to have any legal effect.
- c) The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder, as it considers necessary before issuing a copy of the Policy Document.
- d) It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.
- PART G
- 25) Grievance Redressal
In case you have any query or complaint/grievance, you may contact the Grievance Officer of any nearest Customer Care Centre at Branch Office of the Company during the Company's office hours from 9 am to 6 pm. Alternatively, you may communicate with the Company:
By post at: Customer Care Desk,
Bajaj Allianz Life Insurance Company Ltd.,
GE Plaza, Airport Road, Yerawada, Pune - 411006
By Phone at: Toll Free No. 1800 209 7272
By Fax at: 020-6602-6789
By Email: customercare@bajajallianz.co.in
In case you are not satisfied with the resolution provided to you by the above office, or have not received any response within 10 days, or you have any suggestion in respect of this Policy or on the functioning of the office, you may contact the following official for resolution:
Grievance Redressal Officer,
Bajaj Allianz Life Insurance Company Ltd.
3rd Floor, Bajaj Finserv, Survey No: 208/1-B, Behind Weik Field IT Park,
Viman Nagar, Pune – 411014
Tel. No: 1800- 233- 7272 | Fax: (+91 20) 40111502
Email ID: customercare@bajajallianz.co.in
If Policyholder is not satisfied with the response or does not receive a response from the Company within fifteen (15) days, he may approach the IRDAI Grievance Cell Centre (IGCC) on the following contact details:
By Phone: TOLL FREE NO: 155255
By Email: complaints@irda.gov.in

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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/>

26) Ombudsman

- a) In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to any of the following:
 - i) Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
 - ii) Delay in settlement of claim
 - iii) Dispute with regard to premium
 - iv) Non-receipt of your insurance document
- b) The address and contact details of the Insurance Ombudsman centres are provided as Address & Contact Details of Ombudsman Centres attached herewith. For the latest list of insurance ombudsman, please refer to the IRDAI website at http://www.irdaindia.org/ins_ombusman.htm.
- c) The complaint should be made in writing and duly signed by the complainant

or by his legal heirs with full details of the complaint and the contact information of complainant.

- d) Also please note that as per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
 - i) Only if the grievance has been rejected by the grievance redressal mechanism of the Company.
 - ii) The complaint should be filed within a period of one year from the date of rejection by the Company.
 - iii) The complaint should not be simultaneously under any litigation.
- 27) 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.
- 28) Taxation

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

Annexure K

ADB, ATPD Benefit & Critical Illness Benefit–Definitions and Exclusions

- 1) Definitions:
 - A) Accident Death Benefit:

'Accident' is a sudden, unforeseen and involuntary event caused by external, visible, and violent means.

'Accidental Death' means death caused by sudden, unforeseen and involuntary event caused by external, visible, and violent means as revealed by an autopsy provided such death was caused directly by such Accident, and independently of any physical or mental illness within ninety (90) days of the date of Accident.
 - B) Accidental Total Permanent Disability:

If the Life Assured meets with an Accident and is being subject to one of the following impairments within ninety (90) days of the date of Accident, the benefit will be paid:

 - 1) Total and irrecoverable loss of entire sight in both eyes or
 - 2) Amputation of both hands at or above the wrists or
 - 3) Amputation of both feet at or above the ankles or
 - 4) Amputation of one hand at or above the wrist and one foot at or above the ankle

Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of Accident (as applicable). The diagnosis must be clinically confirmed by a medical practitioner. The blindness must not be correctable by aides or surgical procedures.
 - C) Critical Illness:

Critical Illness means illness the signs or symptoms of which first commence more than ninety (90) days following the Date of Commencement of Risk or the date of latest revival (if any), and shall include either the first diagnosis of any of the following illnesses or first performance of any of the covered surgeries stated below:

 - 1) Alzheimer's Disease: Progressive and permanent deterioration of memory and intellectual capacity as evidenced by accepted standardised questionnaires and cerebral imaging.

The diagnosis of Alzheimer's disease must be confirmed by a specialised medical practitioner. There must be significant reduction in mental and social functioning requiring the continuous supervision of the life assured. There must also be an inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the following six (6) "Activities of Daily Living" for a continuous period of at least three (3) months.

Activities of Daily Living are defined as:

 - a) Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - b) Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, or artificial limbs or other surgical appliances;
 - c) Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
 - d) Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - e) Feeding – the ability to feed oneself once food has been prepared and made available.
 - f) Mobility - the ability to move from room to room without requiring any physical assistance.

The following are excluded: (i) Drug-induced or toxic causes of Parkinsonism; (ii) Any other type of irreversible organic disorder/dementia; (iii) Non-organic disease such as neurosis and psychiatric illnesses; and (iv) Alcohol-related brain damage.
 - 2) Apallic Syndrome: Universal necrosis of the brain cortex, with the brain stem intact.

Diagnosis must be definitely confirmed by a Registered Medical Practitioner who is also a neurologist is holding such an appointment at an approved hospital. This condition must be documented for at least one (1) month.
 - 3) Aplastic Anaemia: Chronic Irreversible persistent bone marrow failure which results in anaemia, neutro-penia and thrombo-cyto-penia requiring treatment with at least two (2) of the following:
 - (a) Regular blood product transfusion; (b) Marrow stimulating agents; (c) Immuno-suppressive agents; or (d) Bone marrow transplantation

The diagnosis and suggested line of treatment must be confirmed by a Haematologist acceptable to the Company using relevant laboratory investigations, including bone-marrow biopsy. Two (2) out of the following three (3) values should be present (i) Absolute Neutrophil count of 500 per cubic millimetre or less; (ii) Absolute Reticulocyte count of 20,000 per cubic millimetre or less; and (iii) Platelet count of 20,000 per cubic millimetre or less.

Temporary or reversible aplastic anaemia is excluded.
 - 4) Angioplasty: Means the actual undergoing for the first time of Coronary Artery Balloon Angioplasty and/or the insertion of a stent to correct a narrowing of minimum 60% stenosis, of one or more major Coronary arteries as shown by Angiographic evidence.

The revascularisation must be considered medically necessary by a consultant Cardiologist.

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Coronary arteries herein refer only to Left Main Stem, Left Anterior Descending, Circumflex and Right Coronary Artery. Intra Arterial investigative procedures and Diagnostic Angiography are not included. Evidence required: In addition to the other documents, the Company shall require the following:

- a) Coronary Angiography Report – Pre and post Angioplasty or Other Invasive Treatment as defined above.
- b) Discharge Card of the hospital where the procedure was done.
*The CI Benefit for Angioplasty is subject to a maximum of ₹ 5,00,000. On payment of Angioplasty, the Policy will continue for other CIs with CI Benefit reduced by Angioplasty payout.
- 5) Benign Brain Tumour: A benign intra-cranial tumour where the following conditions are met:
 - a) The tumour is life threatening;
 - b) It has caused damage to the brain; and
 - c) It has undergone surgical removal or, if inoperable, has current significant and permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least six consecutive months, and,
 - d) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques.
The following are excluded: cysts, granulomas, vascular malformations, haematomas, tumours of the pituitary gland or spinal cord, tumours of the acoustic nerve (Acoustic Neuroma), Calcification, Meningiomas.
- 6) Blindness: Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
The diagnosis must be clinically confirmed by an eye specialist (Ophthalmologist). The blindness must not be correctable by aides or surgical procedures.
- 7) Brain Surgery: The actual undergoing of surgery to the brain, under general anaesthesia, during which a Craniotomy with removal of bone flap to access the brain is performed.
The following are excluded:
 - a) Burr hole procedures, trans-phenoidal procedures and other minimally invasive procedures such as irradiation by gamma knife or endovascular embolizations, thrombolysis and stereotactic biopsy, and,
 - b) brain surgery as a result of an accident
The procedure must be considered necessary by a qualified specialist and the benefit shall only be payable once corrective surgery has been carried out.
- 8) Cancer of Specified Severity: A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
The following are excluded –
 - a) Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
 - b) Any skin cancer other than invasive malignant melanoma
 - c) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
 - d) Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
 - e) Chronic lymphocytic leukaemia less than RAI stage 3
 - f) Micro carcinoma of the bladder
 - g) All tumours in the presence of HIV infection.
- 9) Cardiomyopathy: An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class IV, or its equivalent, based on the following classification criteria:
Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced. The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.
- 10) End Stage Liver Disease: End Stage liver failure or cirrhosis means chronic end stage liver failure as evidenced by all of the following:(a) Permanent jaundice;(b) Uncontrollable Ascites; (c) Hepatic encephalopathy; or (d) Oesophageal or Gastric Varices and Portal Hypertension
Irrespective of the above, liver failure due or related to alcohol or drug abuse is excluded.
- 11) End Stage Lung Disease: Final or End stage lung disease including chronic interstitial lung disease causing chronic respiratory failure and evidenced by all of the following:
 - a) FEV 1 test results consistently less than 1 litre with use of bronchial dilator; and
 - b) Requiring extensive and permanent supplementary oxygen therapy for hypoxemia;
 - c) Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO₂ < 55mm Hg); and
 - d) Dyspnoea at rest.
The diagnosis must be confirmed by a qualified pulmonologist acceptable to the Company.
- 12) Coma of Specified Severity: A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - a) no response to external stimuli continuously for at least ninety-six (96) hours;
 - b) life support measures are necessary to sustain life; and
 - c) permanent neurological deficit which must be assessed at least thirty (30) days after the onset of the coma.
The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.
- 13) Deafness: Total, permanent, and irreversible loss of hearing in both ears as a result of illness or accident.
Medical evidence in the form of an audiometry and sound-threshold test must be provided, and the Diagnosis of Loss of Hearing must be confirmed by a Registered Medical Practitioner who is an ear, nose and throat (ENT) specialist.
Total means "the loss of at least 80 decibels in all frequencies of hearing" in both ears. The loss of hearing must have persisted for a continuous period of at least six (6) months,
- 14) First Heart Attack of Specified Severity: The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
 - a) A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
 - b) New characteristic electrocardiogram changes
 - c) Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
The following are excluded:
 - (i) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
 - (ii) Other acute Coronary Syndromes
 - (iii) Any type of angina pectoris.
- 15) Heart Valve Surgery (Open Heart Replacement or Repair of Heart Valves): The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s).
The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon-valvotomy / valvulo-plasty are excluded.
- 16) Kidney Failure Requiring Regular Dialysis: End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.
- 17) Loss of Independent Existence: Confirmation by a Consultant Physician of the loss of independent existence due to illness or trauma, lasting for a minimum period of six (6) months and resulting in a permanent inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special

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devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent", shall mean beyond the scope of recovery with current medical knowledge and technology.

Activities of Daily Living:

- a) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - b) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
 - c) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice-versa;
 - d) Mobility: the ability to move indoors from room to room on level surfaces;
 - e) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - f) Feeding: the ability to feed one-self once food has been prepared and made available.
- 18) Loss of Limbs: The loss by severance of two or more limbs, at or above the wrist or ankle. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.
- 19) Loss of Speech: Total and permanent loss of the ability to produce intelligible speech as a result of irreversible damage to the larynx or its nerve supply from the speech centres of the brain caused by injury, tumour or sickness.

Medical evidence must be supplied by a qualified specialist to confirm laryngeal dysfunction and that the loss of speech has lasted for more than 6 months continuously.

All psychiatric causes of loss of speech are excluded.

- 20) Major Burns: Third-degree burns with scarring that cover at least 20% of the body's surface area. A certified physician must confirm the diagnosis and the total area involved using standardized, clinically accepted, body surface area charts. Burns arising due to self-inflicted injury are excluded.
- 21) Major Head Trauma: Accidental head injury resulting in permanent neurological deficit to be assessed no sooner than six (6) weeks [and documented for at least three (3) months] from the date of the Accident. This diagnosis must be confirmed by a Registered Medical practitioner who is also a neurologist and supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The Accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The resultant permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy either with or without the aid of mechanical equipment, special devices or other aids or adaptations

Activities of Daily Living:

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

The following are excluded: (a) Spinal cord injury; and (b) Head injury due to any other causes.

- 22) Major Organ / Bone Marrow Transplant: The actual undergoing of a transplant of:

- a) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- b) Human bone marrow using haematopoietic stem cells.

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded: (i) Other stem-cell transplants; and (ii) Where only islets of langerhans are transplanted

- 23) Medullary Cystic Disease: Medullary Cystic Disease where the following criteria are met:

- a) the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
- b) clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
- c) the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy. Isolated or benign kidney cysts are specifically excluded from this benefit.

- 24) Motor Neurone Disease with permanent symptoms: Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis.

There must be progressive degeneration of cortico-spinal tracts and anterior horn cells or bulborefferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least three (3) months.

- 25) Multiple Sclerosis with persisting symptoms: The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

- a) investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- b) there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
- c) well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

Other causes of neurological damage such as SLE and HIV are excluded.

- 26) Muscular Dystrophy: A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle based on three (3) out of four (4) of the following conditions:

- a) Family history of other affected individuals;
- b) Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- c) Characteristic electromyogram; or
- d) Clinical suspicion confirmed by muscle biopsy.

The condition must result in the inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the six (6) 'Activities of Daily Living' as defined, for a continuous period of at least six (6) months.

Activities of Daily Living:

- i) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- ii) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate any braces, artificial limbs or other surgical appliances;
- iii) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv) Mobility: the ability to move indoors from room to room on level surfaces;
- v) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi) Feeding: the ability to feed one-self once food has been prepared and made available.

- 27) Open Chest CABG: The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are: (i) Angioplasty where the benefit paid shall be as per definition 4 above and/or any other intra-arterial procedures; and (ii) Any key-hole or laser surgery

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

The condition must be confirmed by a consultant Neurologist on basis of Imaging techniques such as CT/MRI scans etc

- 29) Parkinson's Disease: Unequivocal Diagnosis of primary idiopathic Parkinson's disease (all other forms of Parkinsonism are excluded) made by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- a) The disease cannot be controlled with medication; and

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- b) Objective signs of progressive impairment; and
c) There is an inability of the Life assured to perform (whether aided or unaided) at least 3 of the following five (5) "Activities of Daily Living" for a continuous period of at least 6 months.

Activities of Daily Living:

- i) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
ii) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
iii) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
iv) Mobility: the ability to move indoors from room to room on level surfaces;
v) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
vi) Feeding: the ability to feed one-self once food has been prepared and made available.
Drug-induced or toxic causes of Parkinsonism are excluded.
- 30) Poliomyelitis: The occurrence of Poliomyelitis where the following conditions are met:
a) Poliovirus is identified as the cause
b) Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.
The diagnosis of Poliomyelitis must be confirmed by a Registered Medical Practitioner who is a neurologist.
- 31) Primary Pulmonary Arterial Hypertension: A primary and unexplained increase in pulmonary artery pressure causing signs of right heart strain and failure. There must be permanent irreversible physical impairment to the degree of at least Class III of the New York Heart Association Classification of cardiac impairment.
Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thrombo-embolic disease, diseases of the left side of the heart and congenital heart disease are specifically excluded. The diagnosis of primary pulmonary hypertension needs to be made by a cardiologist or a specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterisation.
The diagnosis must be supported by all three (3) of the following criteria:
a) Mean pulmonary artery pressure > 40 mmHg; and
b) Pulmonary vascular resistance > 3 mmHg.min/L
c) Normal pulmonary wedge pressure < 15 mmHg.
- 32) Stroke resulting in Permanent Symptoms: Any cerebro-vascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extra-cranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
The following are excluded: (i) Transient ischemic attacks (TIA); (ii) Traumatic injury of the brain; (iii) Vascular disease affecting only the eye or optic nerve or vestibular functions.
- 33) Surgery to Aorta: The actual undergoing of surgery for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft. The term "aorta" means the thoracic and abdominal aorta but not its branches.
Surgery performed using only minimally invasive or intra-arterial techniques are excluded.
- 34) Systematic Lupus Eryth. with Renal Involvement: A multi-system, multi-factorial, autoimmune disease characterized by the development of auto-antibodies directed against various self-antigens. In respect of this Contract, Systemic Lupus Erythematosus (SLE) will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology and Immunology. There must be positive anti-nuclear antibody test.

WHO Classification of Lupus Nephritis:

Class I: Minimal change Lupus Glomerulo-nephritis – Negative, normal urine.

Class II: Mesangial Lupus Glomerulo-nephritis – Moderate Protein-uria, active sediment

Class III: Focal Segmental Proliferative Lupus Glomerulo-nephritis – Protein-uria, active sediment

Class IV: Diffuse Proliferative Lupus Glomerulo-nephritis – Acute nephritis with active sediment and/or nephritic syndrome.

Class V: Membranous Lupus Glomerulo-nephritis – Nephrotic Syndrome or severe protein-uria.

Other forms, discoid lupus, and those forms with only haematological and joint involvement will be specifically excluded.

Medical Practitioner – A medical practitioner is a person who holds a valid registration from the medical council of any state or Medical council of India or Council for Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

The Medical Practitioner / Specialist Medical Practitioner are independent of the Insurance Company.

Hospital

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

- Has qualified nursing staff under its employment round the clock;
- Has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- Has qualified medical practitioner(s) in charge round the clock;
- Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

II) Exclusions

A) Accident Death:

ADB will not be payable in respect of any condition arising directly or indirectly from, through or in consequence of the following exclusions:

- 1) Injury occurred before the Date of Commencement of Risk. This exclusion means for the insured to be eligible for this benefit the injury/accident leading to death should happen during the policy period
- 2) Suicide or attempted suicide or intentional self-inflicted injury, by the life insured, whether sane or not at that time.
- 3) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner
- 4) War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strike or industrial action.
- 5) Participation by the life assured in a criminal or unlawful act or committing any breach of law with criminal intent including involvement in any fight or affray.
- 6) Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
- 7) Any underwater or subterranean operation or activity. Racing of any kind other than on foot
- 8) Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
- 9) Services in any military, air force, naval, police, paramilitary or similar organisation including service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order,
- 10) Participation by the insured person in any flying activity other than as a bona fide passenger (whether paying or not), in a licensed aircraft provided the life insured does not, at the time, have any duty on board such aircraft. Crew members and pilot for passenger carrying commercial flight are excluded under this exclusion unless they are bona fide passengers.
- 11) Physical handicap or mental infirmity

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- 12) Unreasonable failure to seek medical advice, , the Life assured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this Policy.
- 13) Nuclear reaction, Radioactive or chemical contamination due to nuclear accident.
- B) Accident Total Permanent Disability:
ATPD Benefit shall not be payable for any disease or losses caused or aggravated directly or indirectly, wholly or partly by any one of the following:
 - 1) Any medical condition which first manifests itself within 90 days of the Date of Commencement of Risk or date of latest revival, if any.
 - 2) Any Pre-existing medical condition. Pre-Existing is defined as condition for which the Life Assured had signs, or symptoms, and/or were diagnosed, and / or received medical advice / treatment within forty-eight (48) months to prior to the Date of Commencement of Risk or date of latest revival (if any), whichever is later.
 - 3) Any congenital disorder, or illness related to congenital disorder or complication arising out of congenital disorder.
 - 4) Suicide or attempted suicide or intentional self-inflicted injury, by the life insured, whether sane or not at that time.
 - 5) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner
 - 6) War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strike or industrial action.
 - 7) Participation by the life assured in a criminal or unlawful act or committing any breach of law with criminal intent including involvement in any fight or affray.
 - 8) Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
 - 9) Any underwater or subterranean operation or activity. Racing of any kind other than on foot
 - 10) Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
 - 11) Services in any military, air force, naval, police, paramilitary or similar organization including service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order,
 - 12) Participation by the insured person in any flying activity other than as a bona-fide passenger (whether paying or not), in a licensed aircraft provided the life insured does not, at the time, have any duty on board such aircraft. Crew members and pilot for passenger carrying commercial flight are excluded under this exclusion unless they are bonafide passengers
 - 13) Physical handicap or mental infirmity
 - 14) Unreasonable failure to seek medical advice, , the Life assured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this Policy.
 - 15) Nuclear reaction, Radioactive or chemical contamination due to nuclear accident
- C) Critical Illness:
Apart from the disease specific exclusions given along with definitions of diseases above, CI benefit will not be payable if the CI is caused or aggravated directly or indirectly by any of the following:
 - 1) Any of the listed CI condition which first manifests itself within ninety (90) days of the Date of Commencement of Risk or date of latest revival (if any), whichever is later.
 - 2) Pre-Existing Conditions or conditions connected to a Pre-Existing Condition will be excluded. Pre-Existing is defined as condition for which the Life Assured had signs, or symptoms, and/or were diagnosed, and / or received medical advice / treatment within forty-eight (48) months to prior to the Date of Commencement of Risk or date of latest revival (if any), whichever is later.
 - 3) Any congenital condition
 - 4) Suicide or attempted suicide or intentional self-inflicted injury, by the life insured, whether sane or not at that time.
 - 5) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substance, not prescribed by a Registered Medical Practitioner
 - 6) War, invasion, hostilities (whether war is declared or not), civil war, rebellion, terrorist activity, revolution or taking part in a riot or civil commotion, strikes or industrial action.
 - 7) Participation by the Life Assured in a criminal or unlawful act or committing any breach of law with criminal intent including involvement in any fight or affray.
 - 8) Treatment for injury or illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
 - 9) Any underwater or subterranean operation or activity. Racing of any kind other than on foot.
 - 10) Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
 - 11) Participation by the Life Assured in any flying activity other than as a bona-fide fare-paying passenger, in a licensed aircraft. Crew members and pilot for passenger carrying commercial flight are excluded under this exclusion unless they are bonafide passengers.
 - 12) Unreasonable failure to seek or follow medical advice, the Life Assured has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this Policy.
 - 13) Nuclear reaction, Biological, radioactive or chemical contamination due to nuclear accident.
 - 14) Ayurvedic, Homeopathy, Unani, naturopathy, reflexology, acupuncture, bone-setting, herbalist treatment, hypnotism, rolfing, massage therapy, aroma therapy or any other treatments other than Allopathy / western medicines.
 - 15) Any treatment of a donor for the replacement of an organ.

Address & Contact Details of Ombudsman Centres

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

AHMEDABAD	Office of the Insurance Ombudsman, 2 nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014, Tel.: 079 – 27545441/ 27546840, Fax: 079 - 27546142, Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 th Main Road, JP Nagar, 1 st Phase, Bengaluru – 560 025, Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@gbic.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003, Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203, Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh, Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751009, Tel.: 0674 - 2596003/ 2596455 Fax: 0674 – 2596429, Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O.No.101,102 & 103, 2 nd Floor, Batra Building, Sector 17–D, Chandigarh–160017, Tel.:0172-2772101/2706468 Fax: 0172-2708274, Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018, Tel.: 044 - 24333668/ 24333284 Fax: 044 - 24333664, Email: bimalokpal.chennai@gbic.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@gbic.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM), Tel.: 0361 - 2132204/ 2132205 Fax: 0361 - 2732937, Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1 st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004, Tel.: 040 - 65504123/ 23312122 Fax: 040 - 23376599, Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of 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@gbic.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, CC 22/2603 2 nd Floor, Pulinat Bldg.,Opp. Cochin Shipyard, M.G.Road, Ernakulam - 682015, Tel.: 0484 - 2358759/2359338 Fax: 0484 - 2359336, Email:bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe -a part of Pondichery
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 th Floor, 4, C.R. Avenue, KOLKATA - 700 072, Tel.: 033 - 22124339 / 22124346, Fax : 033 - 22124341, Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand Andaman & Nicobar Islands
MUMBAI	Office of the Insurance Ombudsman, 3 rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400054, Tel.: 022 - 26106552 / 26106960, Fax: 022 – 26106052, Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2 nd Floor, C.T.S. No.s. 195 to 198,N.C. Kelkar Road, Narayan Peth, Pune – 411 030, Tel.: 020 - 32341320, Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region
PATNA	Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti, Road, Bahadurpur, PATNA – 800 006, Tel No: 0612-2680952, Email: bimalokpal.patna@gbic.co.in	Bihar
LUCKNOW	Office of the Insurance Ombudsman, 6 th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001, Tel.: 0522 - 2231330/2231331 Fax: 0522 - 2231310, Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
NOIDA	Office of the Insurance Ombudsman, 4 th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector 15, NOIDA – 201301, Tel: 0120-2514250/51/53, Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

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
 - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the Life Assured OR
 - ii. the Life Assured surviving the Policy 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 Act, 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 of or suppression of a fact material to expectancy of life of the Life Assured or Policyholder was incorrectly made in the Proposal Form or other documents, basis which Policy was issued or revived or Rider issued. For this, the Company should communicate in writing to the Life Assured or Policyholder or legal representative or Nominee or assignees of Policyholder, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium(s) collected on Policy till the date of repudiation shall be paid to the Policyholder or legal representative or Nominee or assignees of Policyholder, within a period of 90 days from the date of repudiation.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the Company. The onus is on Company to show that if the Company had been aware of the said fact, no life insurance Policy would have been issued to the Policyholder.
9. The Company can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of Life Assured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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