

**We acknowledge the copy of Letter of Appointment (LOA) accepted digitally by you on iTALIC dated Dec 18, 2018 16:13:01 PM**

## **Letter of Appointment**

To,

Mr / Ms. Amlendu Bhushan

Advisor code - 004736896

We are pleased to inform you that Tata AIA Life Insurance Company Limited incorporated under the Companies Act, 1956 and having its registered office at 14th Floor, Tower 'A', Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400013; hereinafter referred to as "the Company"; relying on the representation made in your application to the Company that, you have the necessary qualifications to become an agent of the Company, is pleased to appoint you as our Insurance Advisor "Agent" for inter alia procuring the insurance business for the Company.

This Letter of Appointment "LOA" would be effective subject to the Agent passing the pre recruitment examination conducted by the examination body and being appointed by the Company as an agent.

In view of your appointment, you are hereby authorized to procure and transmit to the Company, insurance applications for life insurance, annuity, accident and health products and riders in regions where the Company has the right to do business, all subject to the terms and conditions accepted by you in following pages hereof, which forms part of this appointment letter.

The Company agrees to pay and the Agent agrees to accept as full and complete remuneration for his services under this LOA while it is in force, Commissions, Bonuses and Other Benefits as specified in the Schedules of Compensation, which Schedules shall be subject to change at any time by the Company.

For Tata AIA Life Insurance Co. Ltd.



Vusuf Pachmariwala

Vice President - Operations

## TERMS AND CONDITIONS

### GENERAL

1. Subject to the Company's right to terminate this LOA as set out hereunder, this LOA shall only be deemed to be valid and binding upon the Company so long as the Agent's Schedules of Compensation shall continue to subsist and after any revocation of such Schedules by the Company there shall be no holding over of any of the Terms or Conditions of this LOA save and except that the Company shall be entitled to enforce any such Terms or Conditions by reason of any breach on the part of the Agent.

#### 1A. Definitions:-

- a. Agent is considered to be New Licensed Advisor (NLA) / Advisor / Senior Advisor (SA) / Executive Advisor (EA)/Gold Advisor/Life Planner as per the definitions in Schedule 1 - Part 1.
- b. 'Products(s)''-product(s)' means the various life, annuity, health and other insurance products of the company launched by company from time to time and to which the agent is authorized to sell.
- c. "Authority or the "IRDAI" means the Insurance Regulatory and Development Authority of India constituted under section 3 of the IRDAI Act 1999.
- d. "AML" Means Anti-Money Laundering.
- e. "MCG" means Market Conduct Guidelines.
- f. "Act" means Insurance Act 1938 as amended from time to time.
- g. "FYC" means First Year Commission.
- h. "RYC" means Renewal Year Commission.

#### 1 B. E u n c t i o n s:-

New Licensed Advisor (NLA) / Advisor / Senior Advisor / Executive Advisor/Gold Advisor/Life Planner: Shall solicit such Products of the company as may be determined by the company from time to time.

#### 1C. Compensation:-

The commission rate applicable would be determined on the basis of the level of the agent at the time of submission of new business.

The compensation payable to NLA / Advisor / Senior Advisor / Executive Advisor/Gold Advisor/ Life Planner shall be displayed by the Company at agent portal "ITALIC" ([www.italic.co.in](http://www.italic.co.in)) in addition to notice display board at each branch office of the Company. The said details may also be obtained from the offices of the Company through written requests. Written request will be given by the agent at the branch basis which branch will provide copy of the compensation schedule as requested by the agent. For the purpose of this LOA the compensation schedule provided by the Company at ITALIC or at notice display board shall be the consideration under this LOA and subject to Agent's fulfilling the terms of the LOA, the compensations provided in the Schedule displayed at ITALIC shall be maximum liability of the Company towards the Agent.

#### 1D. Change of Status:-

An Agent can transit to the next level by fulfilling the requirement mentioned as per the progression criteria stipulated by the Company from time to time. Non achievement of Contract Maintenance Criteria (CIVIC) may also result in transition from one level to another or termination of the agent at the discretion of the Company.

#### COMMISSION

2 (a) Agent shall not be entitled to any commission on any insurance unless his / her name appears on the application for such insurance. In the event there is a shortfall in the premium payment (including Service tax shortage) by the policyholder, it shall be the Agent's responsibility to recover the said shortfall from the policyholder and deposit the same with the company.

2 (b) Reduced commission rates would be applicable to business sourced by the Agent from Tata Group of Companies. The eligible products and the commission rates are subject to revision as decided by the Company from time to time. The current list of products along with details of compensation is provided at [www.italic.co.in](http://www.italic.co.in) and also available with branch of the Company.

2 (c) Agent is not entitled to commission on policy secured on his / her own life unless the Agent has secured six different lives excluding his / her own and must have been an insurance agent continuously from the time of soliciting or procuring the first policy on each of the six lives or proposing for the policy on his / her own life, whichever is earlier, till the time when the policies on those six lives and the policy on his / her own life have all been issued.

#### 2(d) Renewal Commission payable to:

- Any Agent who has served the company continually and exclusively in respect of life insurance business for at least five years and policies assuring a total sum of annualized premium of not less than Rs. 300000/- effected through the said agent for the company are in force on a date one year before he/she ceasing to act as an agent for the company and that the commission on renewal premiums due to the Agent does not exceed 4%, in any case; or
- Any Agent who has served the company continually and exclusively in respect of life insurance business for at least ten years and policies assuring a total sum of annualized premium of not less than Rs. 300000/- and after he/she ceasing to act as such Agent does not directly or indirectly solicit or procure insurance business for any other person / insurer, shall be entitled to receive payments or renewal commissions due on renewal premiums except, in cases of fraud.

3 (a) When any policy issued upon the application submitted by the Agent pursuant to this LOA is changed or converted to another policy plan, the commission payable upon the changed or converted policy shall be determined by the rules of the Company prevailing at the time of such change or conversion. If the First Year Commission (FYC) of the changed or converted policy is lower than that of the original policy, the Agent shall not be entitled to the FYC of this changed or converted policy and the difference will be deducted from the subsequent commission payable to Agent. If the FYC of the changed or converted policy is higher than that of the original policy, the Company shall pay the difference to the Agent.

3 (b) When a new policy is issued and a previously existing policy on the same life shall terminate within six months before or after the issue of the new policy, the FYC on the previous policy will be recovered from the Agent. Previously existing policies which are converted into paid-up insurance or extended term insurance or are reduced in phase amount shall be deemed to be terminated and the provisions of this clause shall apply.

3 (c) In cases where the Policy moves to an Automatic premium loan (APL) status, the agent shall be entitled to get the commissions on the premiums thus paid whenever the Policyholder repays the full APL loan with interest.

3 (d) It is specifically agreed between the parties hereto that if any cheque or other instrument deposited by the prospect (i.e., the proposer) or any instruction given to the bank by the prospect in this regard against first year premium/proposal deposit (referred to in this clause as "FYP/PD") is dishonoured for any reason, the Agent shall reimburse to the Company such charges as determined by the Company from time to time to enable the company defray the costs incurred by the Company due to dishonour of the said cheque/instrument/instruction."

#### SECTION 40 (2A ) of Insurance Act 1938

4 (a) If any life policy shall terminate for non-payment of premium and shall be reinstated subsequently the Agent shall not be entitled to receive any future commission payable on such policy unless he reinstates the terminated policy within the period of ninety (90) days from the date of termination of such policy and during the said period of ninety (90) days, no other Agent shall be permitted to reinstate such policy. After the said period of ninety (90) days, any Agent can reinstate such policy but shall only be entitled to 50% of commission payable on the past unpaid premium (excluding interest & other charges) and future premium of such policy.

(b) When any policy issued upon the application submitted by the Agent pursuant to this LOA is cancelled or terminated for non-payment of premium within the first six (6) months of policy issue, the Company shall retain the right to claw-back up to 50% of (FYC) from the Agent.

#### AGENT NOT AN EMPLOYEE

5. It is hereby mutually agreed and declared that nothing contained herein shall be construed to create the relation of employer and employee whether expressly or impliedly between the Company and the Agent.

6. Should the Agent decide to engage any staff or other person, such staff or other person shall not be or be deemed to be engaged or employed by the Company or by the Agent on behalf of the Company and any cost and/or expenses incurred as a result of such person being engaged shall be the sole responsibility of the Agent.

7. Any representation or warranty by the Agent to any staff or other persons engaged by him/her (whether or not under a contract for services) that they are being engaged or employed by the Company shall be a breach of this LOA and entirely without authority.

8. The Agent shall compensate the Company for any loss and/or damage caused to the Company as a consequence of non compliance with all or any of the terms of this LOA/or for the misconduct or negligence of all or any of its employees, personnel or representatives for the performance of its obligation under this LOA. In the event of a claim for loss or damages being made by the Company, the Company, without prejudice to any of its rights, shall be entitled to adjust amounts claimed, against the future or outstanding payments or commission due to the Agent.

9. If the Company refunds the premiums to the policyholder on any policy and / or cancel the policy for any reason whatsoever; the Agent shall repay to the Company the amount of commission paid on that policy.

#### REMUNERATION AND CONTINUANCE 01 LOA

10. Agent shall be paid the commission at the rate(s) as stipulated by the Company from time to time and displayed at ITALIC as well as the notice board at each branch office of the Company.

11. The company may from time to time decide to modify, change the commission payable on the policies with or without giving prior notice to the Agent and the Agent shall be automatically bound by such changed rates of commission / compensation from the effective date of such change(s) as announced by the Company from time to time. No separate communication will be sent to Agent in this regard.

12. Any benefits, remuneration, privilege or perquisite not expressly set out herein or referred to in the Schedules of Compensation shall be at the sole discretion of the Company without any binding legal effect on the Company to continue or improve any such benefit, remuneration, privilege or perquisite whether expressly set out in the Schedules of Compensation or not.

13. The Agent shall not and undertakes not to offer the Company's Agent's contract to any Agent who is already under contract to the Company, or make any LOA or arrangement for the procuring of insurance as specified in this LOA with any Agent recruited by any person, or pay or offer to pay any remuneration whatsoever to any such agent for the purpose of securing insurance as specified in this LOA.

14. The Agent shall not assign, delegate subcontract or transfer any of its responsibility or any right or obligation contained in this LOA to any other Agent of the Company and the Agent shall not enter into any LOA or arrangement with any Agent working for other insurance Companies for procuring of insurance as specified in this LOA, or pay or offer to pay any remuneration whatsoever to any such Agent for the purpose of securing insurance as specified in this LOA.

## PLACE OF BUSINESS

15. The Agent shall maintain a place of business at such place or places approved by the Company.

## RESPONSIBILITY FOR MONIES AND PROPERTY

16. Agent is not authorized to collect premium of whatever amount from the policyholder. Agent shall notify the policyholder about his/her not being authorized to collect premium (Including cash) on behalf of the Company. The Company shall not be responsible or accountable for issue of policy or renewal against collection by Agent/submission of amount by policyholder with Agent. In respect of any unauthorized collections, the Agent will be acting as an agent of the party concerned and not as an Agent of the Company and will alone be answerable to the party for consequences of such unauthorized actions and would also be subject to strict action taken by the Company against such Agent which may even result in the termination of this contract. Agent shall make good all losses suffered by the Company against any claim(s), demand(s) or suit against the Company due to Agent's accepting any amount towards premium from the policyholder. Notwithstanding anything contained herein the Company may at its absolute discretion authorize the Agent to accept premium to certain extent by sending a specific communication in this regard. The Agent may collect New Business Premium subject to acknowledging the same by issuing a duly filled tear off portion of the application form at the point of collection to the Prospect.

The Company shall not be responsible for monies, property or securities received or paid to the Agent or any officer or employee of the Agent by any person for onward transmission to the Company. The Company shall be liable for all such monies properties and securities duly received by the Company for which the company has issued a valid receipt acknowledging the same.

17. The Agent shall not deal with or use for any purpose whatsoever any monies, property or securities received by him pursuant to Clause hereof and shall be liable to the Company to make good by way of full restitution and/or indemnity the Company for any default or failure of whatever nature, to make payment of any monies, properties or securities whether so received by the Agent or transferred to him/her or staff whom he/she may have engaged.

18. The Agent shall be under obligation to seek prior written approval of Company, where assignment of the Policy is proposed is in his/her name; however, such approvals are not required where the policyholder is relative of the Agent. The "relative" for this clause shall mean and include spouse, sisters, brothers, parents, sons and daughters.

## MAINTAINENCE AND DELIVERY OF DOCUMENTS

19. The Agent shall maintain books of accounts and other records in accordance with the applicable laws in force and on basis of the instruction given by the Company from time to time. The same shall be made available to the Company at any reasonable time upon being received any intimation from the Company and should the Company so desire, it will be entitled to take copies of all such books and accounts.

#### NO ALTERATIONS OF DOCUMENTS

20. The Agent shall not make any alteration, additions or erasures on any of the documents belonging to the Company or any document submitted by prospect/policy holder pertaining to issuance of policy, Request for Change or submission of claim. The Company reserves the right to terminate the LOA if the Agent is found guilty of tampering of the documents of the prospect/policy holders/Company.

#### ANTI-MONEY LAUNDERING

21. The Agent shall adhere to the Know Your Customer (KYC) norms of the Company and the Guidelines on Anti-Money Laundering issued by the IRDAI. The Agent shall be responsible for identifying and reporting of suspicious transactions to the Company. While reporting such suspicious transactions, the Agent shall not tip-off the customer with regard to the reporting and shall maintain the confidentiality of this information. The Agent shall not connive with/ assist the customer to facilitate laundering of money in any form. The Agent, being one of the first point of contact with potential money-launderers, shall exercise the highest levels of due diligence while interacting with non-regular customers, especially where large transactions are involved. As per clause 3.3.2 of the said Guidelines, training on AML is mandatory for all the agents. Apart from this, agent shall attend and has to abide with all the mandatory training programs proposed and conducted by the Company from time to time.

#### NO ADVERTISING OR PUBLICATION BY AGENT

22. As per clause 6 of the IRDAI (Insurance Advertisement and Disclosure) Regulation, 2000 or any subsequent amendment, the Agent shall not publish or cause to be published any advertisement concerning the Company or any other insurance Company in any newspapers, magazine, information network including internet websites or publication whatsoever without prior written authority of the Company; nor shall he/ she issue, distribute or cause to be issued any circular or write or cause to be written any letters to any newspapers, magazine, information network including internet websites or publication in respect of the company or any other insurers without first obtaining the written approval of the company. Agent should obtain the prior approval of the company for using the company name & logo in their websites. Agent must sign and accept the linked LOAs with the Company in order to hyperlink to the company website. Agent must cancel agency websites containing the Company's logos as soon as this contract is terminated. The company reserves the right to terminate the link LOA for websites with the agents who do not comply with its policies or infringe local laws or regulations.

23. If any lawsuit(s) is brought against the Company in consequence of any unauthorized action or statement of the Agent, all costs and damages arising therefrom shall be borne by the Agent.

24. The Agent shall, in the course of business, use letters, bills, notices, advertisements, or other stationery bearing the Agent's name only with words clearly indicating that he/she is an Agent of the Company. Such stationery will be in line with the company rules and regulations.

#### SUSPENSION - MANNER OF HOLDING ENQUIRY

The Company shall conduct the enquiry and shall take steps for suspension or cancellation as per the Guidelines issued by the Authority.

#### TERMINATION OF LOA

25. Subject to sooner termination of this LOA by the Company in accordance with Clause hereof this LOA may be terminated:

- (a) By the withdrawal of the Company from the territory in which the Agent is operating;
- (b) By either party upon 15 days' notice in writing without any reason being given therefore;
- (c) By the death of the Agent.
- (d) Forthwith if the agent is found violating the Company's rules or procedures or statutory provisions.

If this LOA is terminated by the death of the Agent and provided that no Assignment has been made in accordance with Clause 33 hereof, the established new and service commission rights hereunder of the estate of the Agent shall not be affected except that payment made to such estate shall be reduced by the amount of any indebtedness due to the Company.

#### PAYMENT OF COMMISSION IN CASE 01 DEATH:

In the event of death of an Agent, the commission which is due and payable to him/her subject to assessment by the Company shall be paid to his/her legal heirs for so long as the commission would have been paid to the Agent if he/she were alive.

26. At the discretion of the Company, this LOA becomes automatically terminated without prior notice to the Agent upon the occurrence of any of the following events:-

- a. Non-contactability of the agent on the address and phone number provided by the agent.
- b. If the Agent does not meet the Contract Maintenance Criteria (CIVIC) as stipulated by the Company from time to time.
- c. If the Agent does not meet training, production,, policy persistency norms or other requirements in respect of the Agent's operation which may be set by the Company / IRDAI or the Government of India from time to time.
- d. The institution of voluntary or involuntary proceedings by or against the agent in bankruptcy or under insolvency laws or for a receivership, or the composition with creditors by the Agent.
- e. If the Agent breaches any of the Terms and / or Conditions or Witnessed provisions of this LOA or in any way whether expressly or impliedly fails to comply with any such Terms, Conditions or Provisions,
- f. In the event of fraud, dishonesty or breach of trust on the part of the agent.
- g. If the Agent has been convicted of any criminal offence, which may affect his/her suitability to act as an insurance agent, or been found guilty of misconduct by a professional body to which he/she belongs or has belonged.



h. If the Agent violates any provisions of the Code of Conduct as prescribed by the Regulatory Authorities or by Company from time to time.

i. The services of defaulting agents who expose the Company to AML related risks will be suspended / terminated and the details reported to IRDAI for further action as per clause 3.1.11(u) of the Guidelines on AML Issued by the IRDAI.

27. Upon termination of the LOA in accordance with the Terms and Conditions set out herein, the Agent shall forthwith surrender the Identity Card, Appointment Letter as well as other books, documents, data and property supplied by or belonging to the Company or pertaining exclusively to the business of the company that are in their possession. In case the identity card is misplaced / not handed over the Agent should undertake to indemnify the company against any losses due to subsequent misuse.

28. Subject to Clause 28 hereof, if after the effective date of termination of this LOA, the Company accepts any application from the Agent, all such transactions will be governed by the same terms and conditions provided for in this LOA in so far as those terms and conditions are applicable, but save as aforesaid, such acceptance of applications shall not be construed as a renewal or holding over of this LOA or waiver of any other terms and conditions of the LOA.

29. On termination of this LOA, the Agent shall cease to represent himself as the authorized Agent of the Company and shall not act in a manner, which is likely to cause confusion or to deceive the public. The Agent shall promptly remove all Trademarks, signboard, signs, words, logos and any other representations connected with the Company. In the event the Agent fails to comply with the above, the Company shall have the right to enter upon the Agent's premises and remove, without liability, all Trademarks, signs, logos, materials, written documents and any other representations connected with the Company and the Agent shall reimburse to the Company all costs and expenses incurred thereof. In the event of termination of this LOA, the Agent shall return to the Company by the effective date of termination all advertising and promotional materials and other documents and materials received and all Confidential Information received under this LOA.

30. Upon termination of the LOA and until the end of 90 days thereafter, the Agent shall not engage in any activity that is directly or indirectly competing with the business of the Company in the region in which the Agent was previously authorized unless otherwise an NOC is issued by the Company. (As per IRDAI circular 31/IRDA/CAICIR/SEP-09 dated 2nd September 2009)

#### COMPLIANCE WITH LOA

31. Any failure or omission on the part of the Company to take any immediate action on any breach of any of the Terms or Conditions or Witnesses Provisions of the LOA on the part of the Agent shall not be construed as a waiver of the Company's rights to terminate this LOA forthwith or pursue any remedies available to it under the laws in force from time to time or be construed as consent or permission granted to the Agent not to act in accordance with this LOA.

## NO REBATES OR INDUCEMENTS BY AGENT

32. (a) As per sec 41 of the Insurance Act 1938 the Agent shall not pay or allow, or offer to pay or allow as an inducement to any person to insure, any rebate of premium or any inducement whatsoever not specified in the policy; nor shall the Agent make any misrepresentation or incomplete or inaccurate comparison for the purpose of inducing a policyholder in this or any other company to convert, lapse, forfeit or surrender his/her insurance therein; nor shall the Agent Endeavour to induce any other representative of the Company to leave its service.
- (b) The Agent shall not enter into any arrangement or induce any policyholder or any other person to make any insurance claim of whatever nature which is not a proper and valid claim and the Agent will not receive, attempt to receive or accept any monies whether in full or in part paid by the Company pursuant to a validly proved claim or settlement thereon.
- (c) In the event that this LOA is terminated for any reason whatsoever, the Agent undertakes that at any time from such termination not to solicit or induce any policyholder of the Company to cancel, amend or reduce any Policy, Supplementary Contract or Endorsement irrespective of any other rights.

## ASSIGNMENT

33. This LOA shall be assignable by the Company in whole or in part to any successor or affiliated company, however, the Agent will not assign or purport to assign any right or interest which the Agent may have herein without the prior consent of the Company. Such consent by the Company to any assignment shall not create or imply any acknowledgement or responsibility on the part of the Company as to validity, effect or sufficiency of such assignment.

## AGENT'S AUTHORITY

34. The Agent is not authorized to negotiate, enter into contracts and/or LOAs on behalf of the Company and the Company shall not be bound by any contracts and/or LOAs made by the Agent. This Clause shall not affect or prejudice the Agent's right to solicit applications for insurance for the purposes of concluding insurance contracts between any person or body of persons corporate or incorporate and the Company.

35. The Agent has no authority to make, modify or discharge any contract, nor to waive any forfeitures, nor to incur any liability or debt for or against the Company, nor to receive any monies due or to become due to the Company except on premium notice (signed by an officer of the Company) sent to the Agent for collection, and then only provided that the terms and provisions contained in the said notice shall be strictly complied with and the Agent has no authority to credit or remit premiums not actually or properly received in accordance with the LOA and the instructions of the Company and the Agent's powers shall extend no further than as expressly stated in this LOA.

36. The Agent shall promptly report to the Company any claim made by a policyholder and the agent shall under no circumstances make any admission of liability or offer to settle any claim on behalf of the Company.

#### SUBMISSION OF APPLICATIONS

37. All applications, KYC and AML documents received by the Agent for the insurance referred to herein shall be forthwith submitted to the Company in the form and manner as prescribed by the Company from time to time. The Agent is authorized to verify the copy of the documents with the original documents submitted by the customer and make his endorsement in the copy submitted to the Company. The Agent is responsible to visit the branch of the Company to ensure that the applications are being submitted as per latest guidelines of the Company.

#### AGENT TO REPRESENT THE COMPANY ONLY

38. During the continuance of this LOA the Agent binds himself not to solicit or sell, either directly or indirectly, in any manner, any such assurance or insurance as referred to in this clause for any other company or person. The Company may terminate this LOA forthwith prior notice to the Agent upon his/her failure to comply with the provisions of this clause. However in accordance with the IRDAI (Licensing of Insurance Agents) Regulations, agent may act as a general insurance agent for one general insurer subject to his/her meeting the applicable regulatory requirements from time to time.

#### REPORT BY AGENT

39. The Agent shall, whenever the Company so requires, furnish to the Company, a detailed report on all policies, receipts or notes in his/her possession for delivery to or collection by the Policyholders; on policies or receipts returned to him/her by policyholders for cancellation by the Company, and on every item of business transacted by him/her. The Agent shall also furnish to the Company upon request of the Company a detailed account of all the monies, property, or securities in his possession belonging to the Company. All reports and accounts furnished to the Company by the Agent shall be signed by the Agent personally. If the reports and accounts furnished to the Company disclose that the Agent is holding monies, property, or securities belonging to the Company, the Agent shall immediately pay over such monies, property, or securities to the Company upon demand by the Company. On violation of this clause, the Company reserves the right to immediately terminate the LOA without prejudice to its right to initiate legal proceeding against the Agent.

#### DELIVERY OF POLICY

40. The Agent will not deliver any policy issued by the Company to any person unless the person upon whose life the policy is issued, is at the time in good health and will not in any case, unless otherwise permitted by the consent of the Company deliver to any person or body of persons corporate or incorporate any policy or renewal receipt of the Company until the premium due thereon has been actually paid to the Company.

41. The Agent shall upon demand from the Company forthwith return to the Company all uncollected policies and premium receipts and all other documents or data in his/her possession or control for the purpose of transmission to policyholders.

#### SET-OFF

42. The Company shall have the right at all times to set-off against any sum due to the Agent, and debt, obligation or liability due or owing by the Agent to the Company, and the setting off shall not create a cause of action against the Company that any sums of money are withheld from the Agent, when there is a debt or obligation of the Agent due to the Company.

#### AGENT'S DUTY TO DISCLOSE AND EFFECT OF NON-DISCLOSURE

43. (a) The Agent shall disclose to the Company every fact and circumstances within his/her knowledge relevant to the acceptance of the risk by the Company, and shall accurately relate to the Company every fact disclosed to him/her by the proposed insured and/or any other person relevant to the Company's acceptance of the risk including but not limited to confidential report.

(b) The Agent shall be liable to the Company against all losses incurred by the Company arising out of and/or in connection with the Agent's failure or omission to disclose to the Company facts within his/her knowledge and/or failure to relate to the Company accurately facts disclosed to him/her relevant to the Company's acceptance of the risk.

#### WHOLE LOA

44. (a) this written contract read with the compensation schedule provided at ITALIC ([www.italic.co.in](http://www.italic.co.in)) / Branches shall constitute the whole LOA between the parties herein.

(b) This LOA shall unless the Company otherwise consents in writing supersede, abrogate and annul any contract or relationship heretofore held by the Agent with the Company, as agent, broker or otherwise, but shall not affect any Security Fund given thereunder.

#### CESSATION OF AGENTS RIGHTS UPON TERMINATION OF LOA In

the event of termination of this LOA:

45. Subject to the provision of the Insurance Act and IRDAI regulation in force from time to time, Agent may be paid the commission on renewal premium till the time the Agent the LOA is in force. Notwithstanding anything contained in this document, on termination of the LOA or transfer / cessation to any other Insurance company, the renewal commission shall not be paid to the Agent.

#### RIGHT TO COMPANY TO ADVERTISE

46. The Agent hereby agrees that upon his ceasing to be an Agent of the Company, the Company shall be entitled to publish notices in the local newspapers, magazines, information network including internet publication or dispatch correspondence notifying its policyholders and the general public that the Agent has ceased to be an Agent of the Company and is therefore not authorized to solicit any insurance business on behalf of the Company or collect any premiums or other payments on behalf of the Company or in any way bind the Company.

#### INSPECTION

The Company without any prior notice, shall have the right to inspect the affairs of the agent to ascertain and check whether the business is carried on by the agent is as per the Act, Regulations and the instructions issued by the Authorities from time to time and also shall the right to inspect the books of accounts, records and documents of the Agent.

#### AGENT IDENTITY CARD

47. (a) The Agent shall at all times during the continuance of this LOA have in his possession a valid Identity Card issued by the Designated Person authorizing the Agent to solicit life insurance business on behalf of the Company and the Agent shall produce the Identity Card for inspection when so required by any Policyholder of the Company or any member of the general public wishing to take out insurance with the Company.
- (b) The Agent shall use the Identity Card only when identifying himself as an Agent of the Company for the purposes as specified in Clause (a) above and shall not use it for any other purpose.

#### CONDUCT& COMPLIANCE WITH STATUTORY REQUIREMENTS

48. The Agent shall always conduct himself with integrity and honesty, placing the interest of his/her clients before his/her own interests, makes full and adequate disclosure of all facts necessary for his client to make an intelligent decision, continue to provide after-sales service to his/her clients and their beneficiaries, and observe and comply with all laws, guidelines, circulars, regulations, AML rules Insurance laws and statutory requirements.
49. The Agent shall at all times conduct business in good faith and with integrity.
50. The agent shall adhere to the 'Code of Conduct' as prescribed under the Clause VIII of the Guidelines on Appointment of Insurance Agents, 2015 issued by IRDAI on <sup>16</sup>th March 2015 vide its Circular No. IRDAI/AGTS/CIR/GLD/046/03/2015.

Code of Conduct - the Agent shall

- i) identify himself/herself and the insurer of whom he/she is an insurance agent;
- ii) show the agency identity card to the prospect, and also disclose the agency appointment letter to the prospect on demand;
- iii) disseminate the requisite information in respect of insurance products offered for sale by his/her insurer and take into account the needs of the prospect while recommending a specific insurance plan;
- iv) where the Insurance agent represents more than one insurer offering same line of products, he should dispassionately advise the policyholder on the products of all Insurers whom he is representing and the product best suited to the specific needs of the prospect;
- 'U disclose the scales of commission in respect of the insurance product offered for sale, if asked by the prospect;
- vi) indicate the premium to be charged by the insurer for the insurance product offered for sale;
- \:jj) explain to the prospect the nature of information required in the proposal form by the insurer, and also the importance of disclosure of material information in the purchase of an insurance contract;
- \:jjj) bring to the notice of the insurer every fact about the prospect relevant to insurance underwriting, including any adverse habits or income inconsistency of the prospect, within the knowledge of the agent, in the form of a report called "Insurance Agent's Confidential Report along with every proposal submitted to the insurer and any material fact that may adversely affect the underwriting decision of the insurer as regards acceptance of the proposal, by making all reasonable enquiries about the prospect;
- lx) obtain the requisite documents at the time of filing the proposal form with the insurer; and other documents subsequently asked for by the insurer for completion of the proposal;
- X) advise every prospect to effect nomination under the policy;
- xi) inform promptly the prospect about the acceptance or rejection of the proposal by the insurer;
- xii) render necessary assistance and advice to every' policyholder on all policy servicing matters including assignment of policy, change of address or exercise of options under the policy or any other policy service, wherever necessary;render necessary assistance to the policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims by the insurer.
- xiii) Make every reasonable effort to ensure that the policy proposed is suitable to the needs and resources of the prospective policyholder as disclosed to the Agent.

51. In assisting a prospective policyholder to complete the proposal or application form, the Agent shall:

- a) Not influence the prospective policyholder, and make it clear that the answers or statements given are the latter's own responsibility; and
- b) Explain the consequences of fraud, non-disclosure and inaccuracies to the prospective policyholder and draw his/her attention to the relevant statements in the proposal form.

52. When selling policies related to long term business, the Agent shall:

- a) Explain the long-term nature of the policy and the consequences of early discontinuance and/or surrender;
- b) where a policy offers participation in profits, or is investment-linked, explain the difference between guaranteed and projected benefits;
- c) Where projected benefits are illustrated, explain the assumptions on which the illustrations are based, including any future bonus or dividend declaration, and that projected benefits are not guaranteed;
- d) in the case of participating (with-profit) business, explain that any bonuses or dividends declared in the future may be lower or higher than those currently quoted and that past performance may not be a guide to future performance;
- e) In the case of unit-linked business, explain that unit value and the value of the policyholder's benefits may fluctuate;
- f) Unless specifically authorized by the Company, use only such sales proposals and illustrative figures that are supplied by the Company and shall use the whole illustration in respect of the policy being discussed, and no other, and shall not add to it or select only the most favourable aspects of it; and
- g) If the Agent is authorized by the Company to prepare certain illustrations himself/herself, prepare them using only the assumptions authorized by the Company.

Further no agent shall:

- h) solicit or procure insurance business without holding any authorization from the Company;
- i) induce the prospect to omit any material information in the proposal form;
- j) induce the prospect to submit wrong information in the proposal form or documents submitted to the insurer for acceptance of the proposal;

k) interfere with any proposal introduced by any other insurance agent;

l) resort to multilevel marketing for soliciting and procuring insurance policies and/or induct any prospect/policyholder to join a multilevel marketing scheme;

m) behave in a discourteous manner with the prospect / policy holder;

n) offer different rates, advantages, terms and conditions other than those offered by his/her insurer;

o) force a policyholder to terminate the existing policy and to effect a new proposal from him/her within three years from the date of such termination;

p) have, in case of a corporate agent, a portfolio of insurance business under which the premium is in excess of fifty percent of total premium procured, in any year, from one person (who is not an individual) or one organisation or one group of organisations;

q) apply for fresh appointment to act as an insurance agent, if the earlier appointment was cancelled by the designated person, and a period of five years has not elapsed from the date of such cancellation;

r) become or remain a director of any Insurance Company.

#### SERVICE OF NOTICE

53. Any notice given by either party hereto shall be deemed to have been sufficiently given if sent by facsimile or email to the party's known facsimile number or by registered post to the last known address of the Agent or the address as appearing herein or to the registered office address of the Company's office as the case may be. A notice shall be deemed to have been received by the party to whom it is addressed in the case of a facsimile, on the date it is sent but provided that a signed hard copy of such facsimile will be sent in addition to the facsimile, and in the case of notice by registered post, two (2) calendar days after the notice is posted (excluding the date of posting). Where the Company has received a written notice from the Agent informing of his/her electronic address or fax number and has acknowledged the same, the Company will accept notice served in this manner by the Agent. Agent shall be responsible for providing correct address(s) to the Company from time to time.

Agents will also be governed by the OBLIGATIONS UNDER THE IRDAI (PROTECTION OF POLICYHOLDERS' INTERESTS) REGULATIONS, 2002 or any amendment thereon from time to time.

54. The following are the points to be noted and adhered to by the agents;

i. Regulation 3 (2) -An insurer or its agent or other intermediary shall provide all material information in respect of a proposed cover to the prospect to enable the prospect to decide on the best cover that would be in his or her interest.



- ii. Regulation 3 (3) - Where the prospect depends upon the advice of the insurer or his agent or an insurance intermediary, such a person must advise the prospect dispassionately.
- iii. Regulation 3(5) - In the process of sale the insurer or its agent or any intermediary shall act according to the code of conduct prescribed by:
  - a) The Authority
  - b) The Councils that have been established under section 64c of the Act
  - c) The recognized professional body or association of which the agent or intermediary of insurance intermediary is a member.
- iv. Regulation 4(6) - Proposals shall be processed by the insurer with speed and efficiency and all decisions thereof shall be communicated by it in writing within a reasonable period not exceeding 15 days from receipt of proposals by the insurer. In order to assist the company adhere to the time limit of 15 days prescribed in this regulation, the agent is required to ensure that all communications received by the agent in writing from the customer is delivered to the company within 24 hours of receipt.
- v. Regulation 6(2) - While acting under regulation 6(1) in forwarding the Policy Bond to the insured, the insurer shall inform the insured through a letter forwarded with the policy that he has a period of 15 days from the date of receipt of the policy bond and where the insured disagrees to any of those terms or conditions, he has the option to return the policy stating the reasons for his objection, shall be entitled to a refund of the premium paid, subject only to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by the insurer on medical examination of the proposer and stamp duty charges.
- vi. Regulation 11(4) - Any breaches of the obligations cast on an insurer or insurance agent or insurance intermediary in terms of these regulations may enable the Authority to initiate action against each or all of them, jointly or severally, under the Act and for the Insurance Regulatory and Development Authority Act, 1999.

#### CONFIDENTIALITY & SECURITY

55. The Agent shall keep strictly confidential and secure and shall not disclose or make available, directly or indirectly, to any third party all information and material etc., (all of which is hereinafter described as "Confidential Material") of whatever nature and in whatever medium it is communicated, or becomes available to, or accessible by the Agent in the course of providing Services to the Company.

For the purpose of this clause, Confidential Material includes, but not be limited to information relating to prospect, customers, policyholders, employees, agents and agency managers of the Company Information relating to the working of any Product, process, invention, improvement or development carried on or used by the Company and information relating to reach projects, know-how, prices, rates, discounts, mark-ups, business strategies including internal strategies for sales promotion & motivation like contests & conventions, internal strategies for marketing, tenders and any price sensitive information belonging to the Company.

The Agent acknowledges that confidential Material is the valuable property of the Company and that any disclosure of and for a breach of security in respect thereof could give rise to considerable damage and loss to the Company.

The Agent shall not use or access and or allow use of or access to the Confidential Material for any reason except as is necessary to perform its obligations under this Contract.

The Agent shall immediately notify the Company of any information which comes to its attention regarding any actual or potential breach of confidentiality Material. The Agent shall at his/her own costs co-operate with the Company in any investigation, prosecution, litigation or other action taken by the Company regarding the subject of any such information.

In the event of any actual or alleged breach of confidentiality, disclosure or unauthorized use of Confidential Material by the Agent, the Company shall enforce its rights to injunctive or other relief to the fullest extent possible and the Agent shall be liable for and shall indemnify the Company against all costs and expenses which the company may incur in doing so.

Upon termination of this Contract as per clause 24 under the contract, the Agent shall be obliged to and shall deliver to the Company all confidential Material in his/her Possession. The Agent shall delete, erase, or otherwise destroy any confidential Information contained in his/her possession or control which is not capable of delivery to the Company and certify such destruction to the Company.

The Agent shall maintain the confidentiality of the Confidential Material and protect it from unauthorized access or use, misuse and misappropriation.

The Agent shall protect Confidential Material, property, staff and customers of the Company from any loss or damage arising out of the actions of the Agent in the provision of the services covered by this Contract.

The Agent acknowledges, undertakes and warrants that all Confidential Material is the exclusive property of the Company and that the same shall not be used and or allowed to be used by him/her as any manner of database or in any other manner and or for any other purposes whatsoever by the Agents.

The Agent shall comply with all Security and safety procedures of the Company and will permit and cooperate with any additional security or safety precautions which the Company may wish to implement in respect of the services provided by the Agent under this contract.

These provisions are in addition to (and not in substitution for) all other security or confidentiality obligations between the parties.

Neither party shall publicize the existence of this contract or any of its terms nor any other matter related to it without first obtaining the written approval of the other party.

The provisions of this Clause relating to confidentiality shall remain in force indefinitely beyond the termination of this Contract. All Confidential Material shall remain confidential at all times.

The Agent agrees that it shall not have the right to hold back any Confidential Material, upon termination of this Contract and or if the same is called for by the Company, in the event that it has any dispute with the Company for any reason whatsoever and or for any other reason, and must hand over Confidential Material to the Company forthwith on demand and / or forthwith upon termination/ end of this Contract, as required by the Company.

56. (a) The Agent shall indemnify and keep indemnified the Company against any claims for damages or any other claims of whatsoever nature which are brought against the Company by any third party owing to direct deeds or misdeeds or acts of omission or commission attributable to the Agent in the performance of its obligations under this LOA. The Company shall be vested with the sole discretion to determine such damages/claims and has the right to adjust the same from any dues payable to the Agent.

(b) The Agent shall undertake to indemnify and keep indemnified the Company against any penalties imposed by statutory authorities on the Company due to non-compliance by the Agent of mandatory statutory provisions of IRDAI in the conduct of its business and the performance of its obligations in terms of this LOA.

(c) The Agent shall be liable to indemnify the Company against any claims raised by its prospect/policy holder as to any deeds attributable to the Agent. The Company shall have the option to debit such claim amounts to the account of the Agent at its sole discretion.

#### MISCELLANEOUS

57. The Company is entitled to withhold and deduct any tax prior to any payment of commissions to the Agent in which event the Company shall not be in any way liable to reimburse the Agent. Such tax shall include any tax that is imposed or due on commissions fees or bonuses (if any) payable to the Agent by the Company and shall also include but not be limited to any personal income tax, service tax, education cess, professional tax, statutory health tax, Swachh Bharat cess and/or social insurance tax or obligations if and when required by the law of India. The Company is entitled to remit the taxes so withheld to the relevant governmental agencies responsible for the collection of such taxes or obligations.

58. The company has right to deduct any amount prior to payment of commission on account of any charges levied by the company or on account of outstanding dues the agent owes to the company.

59. The headings used in this LOA are for reference only and do not affect the construction of this LOA or have any binding legal effect.

(a) All disputes and differences that may arise between the Parties hereto shall be resolved amicably between the Parties through negotiation, failing which they shall be referred to Arbitration of a sole Arbitrator appointed by the Company and the said Arbitration shall be governed by the Arbitration and Conciliation Act, 1996.

(b) The Company may (but is not obliged to) appoint any of its employee as the Arbitrator for the Arbitration proceeding.

(c) The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Mumbai.

(d) The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English.

The LOA shall be governed by and interpreted in accordance with the laws of India.

I confirm having read, understood and unconditionally accepted the terms stated in the Letter of Appointment.