

AGENT RULE BOOK

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INSURANCE AGENTS RULE BOOK.

INDUSIND NIPPON LIFE INSURANCE COMPANY LIMITED (hereinafter referred to as **INLIC**), a Company incorporated under the provisions of the Companies Act, 1956 having its register office at Unit no- 401,402,403 &404, 4th floor , G block, BKC main road , Bandra Kurla Complex , Bandra east Mumbai-Maharashtra- 400051, India AND registered with Insurance Regulatory and Development Authority, India (Regd No. 121) as per provisions of the Insurance Act, 1938

1. Short Title

- 1.1 These rules may be called the Agent Rule Book (Hereinafter referred to as Rules)
- 1.2 These rules are sacrosanct and always applicable since the commencement of business by INLIC, subject to applicable law as defined in 3 below.

2. Application

These rules shall apply to all Insurance Agent appointed by IndusInd Nippon Life Insurance Company Limited

3. Definition & Interpretation

In these rules, unless the context otherwise requires, the following words and expression shall have the meaning assigned to them respectively hereafter.

- 3.1 **“Act”** means the Insurance Act, 1938 as amended by Insurance Act, 2015.
- 3.2 **“Appointment Letter”** means a letter of appointment issued by INLIC to any person to act as insurance agent
- 3.3 **“Appellate Officer”** means an Chief Risk Officer so authorized by INLIC to consider and dispose representations and appeals received from an insurance agent.
- 3.4 **“Applicable Law”** means one or more of the Act, the Insurance Rules, the IRDAI Act, and IRDAI Regulations including modifications, amendments or re-enactments as in fore form time to time.
- 3.5 **“Composite Insurance Agent”** means an individual who is appointed as an insurance agent by two or more insurers subject to the condition that he/ she shall not act as insurance agent for more than one life insurer, one general insurer, one health insurer and one of each of the mono-line insurers.
- 3.6 **“Enquiry Officer”** means such Risk Officer as may be designated by the Company for the purpose.
- 3.7 **“Rules”** means the Agent Rule Book read with terms and conditions of of appointment as mentioned in appointment letter issued to insurance Agent and Board Approved Policy for Appointment of Insurance Agent.
- 3.8 **“Insurance Agent”** means the individual appointed by INLIC for the purpose of soliciting or procuring insurance business including business relating to continuance, renewal or revival of policies of insurance and who holds valid appointment letter.

3.9 **“Insurance Product”** means any plan of the life insurance, which form part of the portfolio of the plans of the insurance of INLIC.

3.10 **“Insurance Rules”** means the Insurance Rules, 1939.

3.11 **“IRDAI”** means Insurance Development and Development Authority of India established under Section 3 of the IRDA Act, 1999.

3.12 **“IRDAI Regulations”** means the regulations made by the IRDAI in exercise of its power under the Act and IRDA Act.

3.13 **“Minimum Performance Requirement”** in relation to the Insurance Agent means the minimum performance required by INLIC from such insurance Agent to retain his agency.

3.14 **“Person”** shall mean an individual and in the case of a company or firm, any of its directors or partners, who does not suffer from any of the disqualifications referred to in Section 42(4) of the Insurance Act.

3.15 **“Policy”** means the policy of insurance issued by INLIC to a Prospect, based on the Proposal filed by such Prospect, and containing the terms and conditions applicable to the Insurance Product purchased by the Prospect from INLIC;

3.16 **“Policyholder”** means the Prospect in whose favour the Policy is issued or as the case may be, the person, for the time being, entitled to the beneficial interest or named as beneficiary in the Policy;

3.17 **“Proposal”** means the offer by a Prospect for purchase of an Insurance Product from INLIC including the obtaining of a new Policy or the renewal or revival of an existing Policy;

3.18 **“Proposal Form”** means the standard application forms prescribed by INLIC for making a Proposal; and

3.19 **“Prospect”** means a prospective or potential client who may, or proposes to, apply for a new Policy or renew or revive or modify an existing Policy.

3.20 **“Restricted Website Area”** refers that area/those pages of the Website owned by INLIC which can be accessed by the Insurance Agent only through his unique login ID and password. The login ID and password is provided by INLIC but password are reset/ changed by the Insurance Agent.

3.21 **“website”** refers to the website of INLIC located at the URL www.indusindnipponlife.com

Words and expressions used herein and not defined but defined in Applicable Law shall have the meaning respectively assigned to them in the Applicable Laws as applicable to the context in which they are used herein.

Interpretation: In these Rules, unless already indicated by or inconsistent with the context:

- (a) A reference to any one gender includes a reference to the other gender as well, and
- (b) “INLIC” and “Insurance Agent” are individually called party and are together called parties
- (c) The singular includes the plural and vice versa.

4. Appointment of Insurance Agent :

An Individual possessing required qualification and not suffering from any of prescribed disqualification shall be appointed in accordance with Board Approved Policy for Appointment of Insurance Agent as approved and amended by INLIC Board from time to time. The latest Board approved Policy for Appointment of Insurance Agent shall be part and parcel of this Agent Rule Book and also available on website and is incorporated by reference as Schedule.

In case where the applicant was an insurance agent for any other Life Insurer and ceased his/ her relationship with such other insurer, he/ she may also apply to become an agent with INLIC provided

- 4.1 He/ she produces the cessation certificate from such other insurer and
- 4.2 Ninety days have elapsed from date of issue of cessation letter by such other insurer.

5. Representations and Warranties of Insurance Agent:

The Insurance Agent represents and warrants as follows:

- 5.1 He has attained the age of majority and has a valid and subsisting appointment to act as an insurance Agent under the provisions of the Insurance Act and the Insurance Agent guidelines;
- 5.2 He possess the required minimum academic qualifications prescribed under the Board Approved Policy for appointment of Insurance Agent of INLIC,
- 5.3 He possesses the required practical training prescribed under the Board Approved Policy for Appointment of Insurance Agent;
- 5.4 He has passed the pre- recruitment examinations in life and general insurance or both, as the case may be, conducted by the Insurance Institute of India, Mumbai, or any other examination body.
- 5.5 He has the requisite knowledge and capability to solicit and procure life insurance business for INLIC;
- 5.6 He is capable of providing services to and rendering assistance to Prospects and Policyholders including but not limited to advising Prospects with respect to the nature of the Insurance Products, the suitability of an Insurance Product for a Prospect, explaining the contents of the Proposal Form, payment of premiums, filing of and settlement of claims;
- 5.7 He is not an employee, consultant, Agent or Agent of any other life insurance company and he is not a director or partner of any insurance company;
- 5.8 He has not heretofore been convicted of any offence and no proceedings in respect of breach of trust, fraud, cheating or any offence are pending against him;
- 5.9 He is not a director of INLIC;
- 5.10 There are no actions, suits, proceedings or investigations pending against the Insurance Agent before or by any court, tribunal or governmental instrumentality, which may adversely impact his ability to perform his obligations hereunder.

6. Responsibility

- 6.1 The Insurance Agent shall be responsible for soliciting or procuring life insurance business for INLIC including business relating to the continuance, renewal or revival of policies of insurance. Without prejudice to the generality of the foregoing, the Insurance Agent shall perform the functions set forth in these Rules.
- 6.2 The Insurance Agent shall use his best efforts to solicit or procure Proposals for the Insurance Products.
- 6.3 The Insurance Agent shall be free to exercise his own judgement and to use all lawful means for soliciting or procuring Proposals, subject to any directions, guidelines and procedures prescribed by INLIC. However, if an agent is involved in sending commercial communication to prospective customers, they must filter the telephone numbers, they are accessing, through National Consumer Preference Register (NCPR) database before making voice calls and sending SMS.
- 6.4 The Insurance Agent is not authorised to waive, or consent to any modification of, any terms or conditions applicable to any Insurance Product, without the prior consent of INLIC.
- 6.5 INLIC may, in its sole discretion, reject any Proposal submitted by a Prospect through the Insurance Agent and INLIC is not bound or obliged to accept a Proposal or issue a Policy.
- 6.6 The Insurance Agent shall carry out such advertisement and promotional activity, as approved by INLIC, for the purpose of promoting the sale of the Insurance Products. For this purpose, the Insurance Agent shall use only advertisement and promotional material provided by INLIC. The Insurance Agent shall also be responsible to comply with INLIC Brand Guidelines and shall not use any un-approved marketing materials/ collaterals for INLIC products.
- 6.7 INLIC may fix monthly/quarterly/annual targets for sale of its Insurance Products, which are to be achieved by its Agent. The Insurance Agent shall endeavour to achieve such targets fixed by INLIC.
- 6.8 The Insurance Agent shall, with respect to any matter pertaining to or arising out of this Rules, deal with such designated officer and/or designated office of INLIC as notified to him by INLIC, from time to time. All such dealings shall take place only during normal business hours.

7. Duties and obligations of Insurance Agent:

- 7.1 The Insurance Agent shall:
 - 7.1.1 use his best efforts, give his time and attention and exercise due skill and diligence for the purpose of performing his functions under this Rules and to promote the interests of INLIC;
 - 7.1.2 bear and pay all costs, charges and expenses incurred by him in the conduct of his activities pursuant to this Rules and except for the commissions, INLIC shall not be liable to reimburse to him any such costs, charges or expenses;
 - 7.1.3 use ethical and lawful means to solicit or procure life insurance business for

INLIC and shall not at any time behave in a manner, which may cause any disrepute to or affect the reputation or cause damage to the goodwill of INLIC;

- 7.1.4 follow the directions, guidelines and procedures of INLIC and maintain the performance standards prescribed by INLIC in performing his functions and his dealings with any Prospect or Policyholder;
- 7.1.5 furnish or disclose to INLIC all information received by him from a Prospect or Policyholder or any other information which may in any manner effect the insurability of the Prospect;
- 7.1.6 disclose all relevant information to the Prospect, while obtaining a Proposal from the Prospect;
- 7.1.7 hold forms, Proposal Forms, applications, cheques, drafts, premiums, monies, properties or securities collected or received by the Insurance Agent on behalf of INLIC from a Prospect or Policyholder in trust for and on behalf of INLIC.
- 7.1.8 maintain his qualifications as prescribed under the Insurance Agents Regulations throughout the term of the Rules;
- 7.1.9 acquire the practical training as prescribed under the Appointment letter and Board approved appointment policy as amended from time to time;
- 7.1.10 comply with the Code of Conduct prescribed under the Guidelines for Appointment of Insurance Agents (Refer to Schedule II) and INLIC Code of Conduct, if any.
- 7.1.11 take such examination, if any, specified by INLIC; and
- 7.1.12 fulfill the minimum performance requirements (MPR) as described under Clause 8 below and prescribed by INLIC, from time to time.

7.2 The Insurance Agent shall not:

- 7.2.1 delegate his functions hereunder to any other person or appoint any sub-Agent;
- 7.2.2 promise or guarantee the issuance or renewal of any Policy to any Prospect or Policyholder and shall inform each Prospect or Policyholder that issuance or renewal of an insurance policy are at the sole discretion of INLIC;
- 7.2.3 offer any rebate in the premiums payable by, or agree to share any part of his commission with, Prospects or Policyholders in order to induce such Prospects or Policyholders to purchase any Insurance Product;
- 7.2.4 pay to any Prospect or Policyholder any premium or part thereof or offer to any Prospect or Policyholder any credit facility for payment of premiums;
- 7.2.5 sign or complete in his hand any Proposal Form or claim form on behalf of a Prospect or Policyholder;
- 7.2.6 admit any liability or agree to any settlement of any insurance claim under any Policy.

7.2.7 shall not indulge in any spurious/ hoax calling to customers in name of INLIC. He shall also not make any unsolicited calls on numbers registered with DND (Do Not Disturb) registry for or in name of INLIC.

7.2.8 shall not seek transfer of license within one year from the date of grant of license

7.2.9 shall not seek transfer without achieving Minimum Business Norms mandated in section below.

The Insurance Agent is not a general agent of INLIC and his authority is limited to the acts, deeds, matters and things authorised by this Rules and the Insurance Agent shall not describe himself as an agent or representative of INLIC except to the extent authorised by this Rules.

8. Business area of Insurance Agent

- 8.1 The Insurance Agent will be entitled to solicit Insurance business from such territories (and whether in India only or outside of India as well) as shall be informed to Insurance Agent separately (such area referred to as "Business Area" and area other than Business Area will be referred to as "Non-Business Area"). Where the Insurance Agent proposes to source business from any Non-Business Area, he shall obtain the prior approval of INLIC. INLIC would be entitled to change/transfer his appointment to any other area.
- 8.2 The Insurance Agent further agrees that even within his Business Area, he shall not solicit or procure life insurance business from any place/location which is not in the list of Non-Serviceable Pin-codes ("Serviceable Pin-code" refers to codes of such areas where INLIC can provide customer service to its customers/policyholders, and pin-code other than Serviceable Pin-code refers to "Non- Serviceable Pin-codes"). The list of Serviceable pin-code areas, as updated from time to time, is available/posted the Restricted Website Area and no separate communication in this regard will be sent.
- 8.3 The appointment of the Insurance Agent for a Business Area shall be without prejudice to INLIC's right to appoint any other insurance Agent(s) in / for the same Business Area and such appointment of any other insurance Agent(s) shall not entitle the Insurance Agent to claim any relaxation in the Minimum Performance Requirements applicable to him, nor shall accrue in his favour any cause of action.

9. AML/ KYC Compliance

- 9.1 You agree and undertake to attest the following required AML-KYC documents at the time of accepting risk in order to comply with the AML-KYC requirements:
 - 9.1.1 Photograph
 - 9.1.2 Proof of Residence
 - 9.1.3 PAN Card
 - 9.1.4 Proof of Identity
 - 9.1.5 Income documents
- 9.2 You undertake to undergo training and keep yourself completely abreast of all AML- KYC Regulations.

- 9.3 You agree that INLIC AML-KYC policies read with AML-KYC matrix shall be complied with.
- 9.4 You agree that appropriate termination action shall be initiated against you for violating AML-KYC norms.

10. Commission

- 10.1 In consideration of Insurance Products sold by the Insurance Agent, INLIC shall pay to the Insurance Agent commission as per the prevailing rates of INLIC, from time to time, on the first year's premium and the renewal premium for each Policy issued on a Proposal procured by the Insurance Agent and accepted by INLIC. However the commission pay out shall be effected only if the amount of commission payable in any cycle is more than INR 500 or the accumulated commission equals or exceeds INR 500.
- 10.2 The Insurance Agent agrees to provide his Income Tax Permanent Account Number (PAN) or if acquired subsequently, immediately after the same has been so acquired, in the event failures to provide PAN, INLIC will be entitled to block the payments of the Insurance Agent and will not issue any TDS Certificates.
- 10.3 INLIC shall be entitled to deduct the Service Tax & TDS (or any similar Tax, in lieu or in addition to service tax) including any cess, surcharge or any other tax thereon as per the taxation laws in force, from the commissions or any other amounts payable to the Insurance Agent and any increase in such taxes will be passed on to the Agent from time to time.
- 10.4 The current rates of commission have been separately provided by INLIC to the Insurance Agent. INLIC shall be entitled to revise (upwards or downwards) the rate of commission, as in force from time to time, by displaying these rates at its branch offices and in the commission booklet.
- 10.5 Commission shall be paid in respect of any Policy only if the relevant Policy is valid and in force and the premium payable by the concerned Policyholder is realised by INLIC in its bank account.
- 10.6 In the event any policy sold is for any reason whatsoever, including mis selling, is to be refunded to the policy holder, then the commission and/or the value of rewards and recognition bestowed upon you, has to be returned, without any demur. The aforesaid claw back can be recovered from all subsequent payments due and payable to you. In the event there are no future payments due, then the said amount shall be recovered through the Court.
- 10.7 INLIC shall pay the aggregate commission due to the Insurance Agent for each month during the term of this Agreement as per the agreed timeline communicated from time to time.
- 10.8 The payment of commission to the Insurance Agent after the termination or cessation of the Agreement or payment of commission to the legal heirs of a deceased Insurance Agent shall be in accordance with such other communications or guidelines of INLIC as may be specified in this behalf.

10.9 INLIC shall not be obliged to pay any commission or remuneration to the Insurance Agent in the event of termination on account of fraud or any criminal activity, unethical conduct or serious violation of Applicable Law.

11. Rewards & Recognition (other remuneration)

The Company may at its own discretion, provide Rewards and Recognition to the insurance agents based upon your performance for a particular period.

12. Minimum Performance Requirements and Minimum Service Standards

12.1 The Insurance Agent shall at all times fulfill the Minimum Performance Requirements in terms of new business, premium income, number of proposals, number of lives insured or on any other criteria as stipulated by INLIC from time to time (hereinafter referred to as the "Minimum Performance Requirement"). The Minimum Performance Requirement of INLIC is detailed in Schedule I. INLIC may stipulate from time to time the Minimum Performance Requirement any revision thereto, for a specified period(s) or for any shorter period(s) within such overall specified period(s) or to specify the Insurance Product(s), which the Insurance Agent shall solicit and procure for INLIC. The Minimum Performance Requirements (MPR) criteria would be intimated by INLIC to the Insurance Agent in writing or by Email or by posting the same on the Restricted Website Area.

12.2 The Insurance Agent would take all reasonable steps to ensure that the policyholders for whom he is acting as the insurance Agent pay their premiums regularly and timely. INLIC will be entitled to fix minimum service standards / service measures (collectively „Minimum Service Measure") in respect of the Insurance Agent. Such Minimum Service Measures would be intimated by INLIC to the insurance Agent in writing or by Email or by posting the same on Restricted Website Area, and the corrective actions that can be taken in case of the insurance Agent not being able to achieve the Minimum Service Standards.

13. Other Conditions

13.1 The Insurance Agent shall not ,either directly or indirectly, act as an insurance Agent for, or be connected with as employee, consultant, Agent or otherwise, any other life insurance company or become or remain a director or partner of any insurance company.

13.2 The Insurance Agent, if desiring to distribute products of standalone Health Insurance Company, shall not offer his/ her services to more than one Standalone Health Insurance Company.

13.3 For the purpose of protecting the Confidential Information and the business interest of INLIC, the Insurance Agent covenants that in the event of termination or the Insurance Agent resigning from his agency at any time, the Insurance Agent shall not accept appointment as employee, consultant, director, partner or Agent of any other life insurance company for a period of one year from the date of termination or resignation without the prior consent of INLIC.

13.4 Without prejudice to the generality of the application of provisions of Applicable Law, the Insurance Agent shall scrupulously follow, adhere to and affirm to comply with Code of Conduct prescribed by the Guidelines on Appointment of Insurance Agents (Refer to

Schedule II) as amended from time to (hereinafter referred to as the "Code of Conduct") and INLIC Code of Conduct (hereinafter referred to as the "INLIC Code of Conduct") as though the said Code of Conducts has been explicitly set out in and forms part of this Rules.

- 13.5 The Insurance Agent shall not allow or offer to allow, either directly or indirectly, as an inducement, to a prospect or a policyholder, to take out or renew or continue a policy, any rebate of the premium payable under the Policy or of the commission payable to him; nor shall he offer any other rates, advantages, terms or conditions than those offered by INLIC.
- 13.6 The Insurance Agent specifically confirms of his awareness and continued adherence to the provisions of Section 41 of the Act. Breach of this Clause will entitle INLIC to terminate Rules forthwith and without any notice.
- 13.7 The Insurance Agent agrees and undertakes to abide by the following conditions:
 - 13.7.1 The Insurance Agents shall not obtain / seek / provide/ give undue favours or gift from / to employees of INLIC or any co-Agent or any person, customer or policyholder of INLIC.
 - 13.7.2 The Insurance Agents shall not accept/ give gilt substantial value (greater than Rs. 1,000 or such amounts as INLIC may specify) from / to employee of INLIC or any co- Agent or any person, customer or policyholder of INLIC in connection with any matter or dealing concerning INLIC.
 - 13.7.3 The Insurance Agent shall operate with values and standards befitting with the professional standing and reputations of INLIC.
- 13.8 In the event of violation of Code of Conducts or any of the guidelines / operating instructions of INLIC or on happening of any act of commission or omission which constitutes a malpractice, INLIC shall be entitled, without prejudice to its right of termination of the Rules, to warn the Insurance Agent or require it to take any steps or do any act in rectification of any such act, and Insurance Agent agrees to act in accordance with any such communication.
- 13.9 The Insurance Agent shall be responsible for the accuracy, truthfulness and completeness of the information furnished in the Agent's Confidential Report in proposal forms logged by him or otherwise made available to INLIC in respect of any proposal.
- 13.10 The Insurance Agent shall promptly and in any case not later than the time stipulated by INLIC in that behalf transmit to the concerned office of INLIC all proposals for insurance and all other documents procured or received by or called for from him. This would include but shall not be restricted to customer's / policyholder's proposal forms, supporting or other documents, information, payment instructions, letters / communications addressed to INLIC and documents relating to assignment/nomination. The Insurance Agent shall ensure compliance with Section 64 VB of the Act.
- 13.11 The Insurance Agent shall not and is not authorised to accept any money in cash from any prospect/customer/policyholder. Where any such person wishes or proposes to make any payment in cash, the Insurance Agent shall direct him to the appropriate officer of INLIC for making such payment personally or advise him of the permissible mode of payment to INLIC. Insurance Agent can accept cheque, demand draft or other payment instrument (not being a bearer cheque) from a prospect or policyholder if and only if they are drawn in the name of INLIC. Without prejudice to the other provision of

the Rules providing for the indemnification to INLIC by the Insurance Agent, the Insurance Agent specifically confirms and undertakes to hold INLIC safe, harmless and indemnified at any time and at all times against any demand, claim, action or proceeding arising from any breach, whether intended or not, of the provisions of this Clause. The Insurance Agent further confirms that where he accepts any cash in breach of this Clause, he shall be acting as Agent of the customer/policyholder till the time the cash is deposited by him with INLIC and will continue to be such Agent till he continues to hold any cash accepted from such customer/policyholder.

- 13.12 The Insurance Agent shall attend all meetings, workshops, trainings and briefing conducted by or on behalf of INLIC to create/enhance awareness as to the Insurance Products, business plans and policies of INLIC and any other matter of relevance to them of which reasonable notice has been given to the Insurance Agent. In particular the Insurance Agent shall attend all training and refresher session for Insurance Agent unless prevented by any cause, which in the opinion of INLIC is reasonable.
- 13.13 Wherever the Insurance Agent intends to bring out, publish any material in any form or through any medium, concerning INLIC, its business or its Insurance Products, the Insurance Agent shall obtain prior written approval of INLIC. Further, he shall observe, follow and comply with the provisions of Insurance Regulatory and Development Authority (Insurance Advertisement and Disclosure) Regulations, 2000.
- 13.14 The Insurance Agent shall solicit and procure life insurance business for INLIC and discharge its obligations under these Rules in accordance with INLIC's corporate objectives and with particular regard to INLIC's image and standing in the industry and in the community as a whole.
- 13.15 The Insurance Agent shall observe, follow and comply with all the communications, directions and instructions given by INLIC from time to time, either generally with particular reference to the Insurance Agent. Such communications, directions and instructions may be sent by courier, email, post, fax or may be posted on the Restricted Website Area.
- 13.16 All forms, applications, documents, properties or securities received by the Insurance Agent for or on behalf of INLIC shall be held by him in trust for INLIC, and shall be promptly handed over to INLIC. Upon termination or cessation of agency relationship with INLIC the Insurance Agent shall promptly deliver/return to INLIC in good condition all forms, applications, documents, properties or Securities and all sales literature, manuals and computer software received from or for or on behalf of or provided by INLIC. In the event of failure of the Insurance Agent to do so, INLIC shall be entitled to inform about such failure to IRDA, to organizations with which the Insurance Agent has employment or to his business associates including any insurance company of which the Insurance Agent becomes or proposes to become the Insurance Agent, and further INLIC will not furnish the No Objection Certificate (NOC) to the Insurance Agent till such time the failure continues.
- 13.17 The Insurance Agent shall allow officers of INLIC (including its auditors and Agents), authorized in writing by INLIC, to inspect and make copies of all / any records maintained by the Insurance Agent in relation to any subject matter under the Rules.
- 13.18 The Insurance Agent shall familiarise himself with the applicable Laws in force from time to time and which has a bearing on the discharge of his obligations as an insurance Agent; provided that in the event of any change in the Applicable Law resulting in a dilution or abrogation of his obligations under the Rules, or the extent not provided otherwise, the Insurance Agent shall continue to be bound by the

obligations as were existent prior to such change, unless expressly approved in writing by INLIC or unless inconsistent with the Applicable Law.

14. Confidentiality

- 14.1 The Insurance Agent acknowledges that the details of the Prospects, Policyholders and information relating to Prospects and Policyholders and their respective Proposal Forms and Policies shall form part of the data base of INLIC and shall belong to and be the property of INLIC. The Insurance Agent shall not claim any right to such database notwithstanding the fact that any Prospects or Policyholders have been procured by the Insurance Agent or have purchased the Insurance Products through the Insurance Agent.
- 14.2 The Insurance Agent shall hold in strictest confidence:
 - 14.2.1 The data base of Prospects and Policyholders of INLIC, particulars or information pertaining to Prospects and Policyholders received by the Insurance Agent during the course of his activities under this Rules;
 - 14.2.2 Any and all information relating to the business of INLIC, which is obtained directly or indirectly, whether orally or in writing by the Insurance Agent pursuant to his functions under this Rules; and
 - 14.2.3 Any and all software, data, tables, analysis, statistics, compilations, studies, projections, documents and records relating to the life insurance business provided to the Insurance Agent by INLIC or obtained by the Insurance Agent pursuant to or as a result of his functions under this Rules or any material that may be developed or generated from any confidential data, information or matters provided to the Insurance Agent by INLIC.(all of the aforesaid being referred to as "Confidential Information").
- 14.3 The Confidential Information belongs to and is the sole property of INLIC and the Insurance Agent shall not disclose or cause to be disclosed (whether directly or indirectly) any Confidential Information to any person (except to his employees and to the extent such disclosure is necessary in the course of performance of his services under this Rules).
- 14.4 The Insurance Agent undertakes to return all Confidential Information to INLIC upon the termination of this agency relationship and to destroy any such Confidential Information as may be contained in its records or books.

15. Intellectual Property Rights

- 15.1 The Intellectual property rights (In the nature of trademark or copyright or any other right) in the brand name, product names, logos, designs, colour schemes, names, marks, designs, drawings, colour, artistic work/ manner etc (hereafter collectively referred to as "Marks") as may be allowed by INLIC to be used by the Insurance Agent shall vest solely and exclusively with INLIC. The Insurance Agent shall also ensure that it shall not allow the usage at Marks by any other third party.
- 15.2 The Insurance Agent is permitted to use only such Marks in the course of providing services, as agreed to by INLIC in writing. Where any Such permission is given for use

of any Marks (one or more), such permission will operate as a limited, recoverable and non-exclusive permission for usage of such Marks and shall be subject to conditions, limitations and restrictions as may be specified. The permission granted or to be granted will not include the permission/rights to assign, copy, modify, merge, or transfer the Marks or any of them. The Insurance Agent agrees and undertakes not to alter or modify any Marks or add any content to the Marks. He further agrees not to remove, conceal or obliterate any copyright, credit-line, date-line or other proprietary notice included in any document, material, or other matter INLIC. Any goodwill generated through the insurance Agent's use of the Marks shall remain solely to the benefit of INLIC.

16. Usage of Restricted Website Area

The Insurance Agent understands that INLIC provides certain information specific to Insurance Agents on the Restricted Website Area. INLIC will provide, but without any obligation, such login ID to the Insurance Agent to access contents specific to the Insurance Agent. The insurance Agent agrees that he shall be fully responsible for any action taken through the Restricted Website Area by using his login ID and password. In the event there is any unauthorized usage or access noticed by the Insurance Agent, he shall immediately bring the same to the notice of INLIC. It is clarified that INLIC will not be obliged to provide or pay for the cost at any internet connectivity, hardware and software that the Insurance Agent may require for access to the website or Restricted Website Area. The Insurance Agent further agrees, confirms and undertakes not to use the Website for any purpose other than the permitted purpose, and not permit any other person to access the Restricted Website Area through his login ID and password.

17. Suspension/ Termination of Agency

- 17.1. INLIC may suspend the appointment of an insurance agent, if the insurance agent suffers, at any time during the currency of the agency appointment, from any of the following: -
 - 17.1.1. Contravenes of any of the provisions of Act, the Insurance Regulatory and Development Act, 1999, the regulations framed there under and such other guidelines or directions issued by the Authority from time to time.
 - 17.1.2. Any of the disqualifications mentioned in the Board approved appointment policy
 - 17.1.3. Violation of the code of conduct.
 - 17.1.4. Fails to comply with any of the conditions subject to which he/she is appointed
 - 17.1.5. Fails to furnish any information relating to his activities to designated official or to the Authority when sought by the Authority
 - 17.1.6. Fails to comply with the directions issued by IRDAI.
 - 17.1.7. Furnishes wrong or false information, or conceals or fails to disclose material facts in the application submitted for appointment.
 - 17.1.8. Does not submit periodical returns as may be required by INLIC or IRDAI
 - 17.1.9. Does not co-operate with any inspection or enquiry conducted by IRDAI.
 - 17.1.10. Fails to resolve the complaints of the policyholders or fails to give a satisfactory reply to the Authority
 - 17.1.11. Acts in a manner against the interest of the policyholder or against public interest;
- 17.2. INLIC shall appoint an Enquiry Officer, within 15 days of issue of suspension order, who will issue a show cause notice to the insurance agent at his/ her registered address containing the details of the charges to the suspended agent immediately on placing the agent under suspension. The insurance agent shall cease to function as an insurance

agent from date of suspension and no new business shall be registered forthwith in his/ her name.

- 17.3. The agent who has been issued the show cause notice shall be required to show cause in writing within 21 days from the date of receipt of the show cause notice, the reasons as to why the agency appointment granted to him/her as the case may be, should not be cancelled and any further action and seek an opportunity of personal hearing while submitting his/her reply to the show cause, if he so desires. The insurance agent may either appear in person or through any person duly authorized by him (with the prior approval of INLIC for the appearance of such Authorized Person) to present his/ her case
- 17.4. The show cause notice to the suspended agent shall be served by the insurer and a proof of delivery be obtained and preserved by the insurer.
- 17.5. In case the suspended agent does not submit a reply in writing to the show cause notice within stipulated time, the Designated Official, on recommendation of Enquiry Officer, shall pass a final order after considering the charges, evidences and material information available on record within 15 days of the expiry of the stipulated time for submission of the reply to the show cause notice.
- 17.6. In case suspended agent submits a reply in writing to the show cause notice but does not seek opportunity of personal hearing in his/her reply, the Designated Official, on recommendation of Enquiry Officer, shall pass a final order after considering the charges, evidences and material information available on record, within 15 days of the receipt of the reply to the show cause notice from the suspended agent.
- 17.7. In case, the suspended agent desires opportunity of personal hearing, the Designated Official, on recommendation of Enquiry Officer, shall give him/her the opportunity of being heard and the enquiry proceedings shall be concluded within 45 days of receipt of reply of the suspended agent. Provided that in case the enquiry cannot be concluded within 45 days, the Enquiry Officer may seek additional time from INLIC.
- 17.8. The insurer shall pass the final order within 15 days of the expiry of the enquiry proceedings.

Cancelation of agency appointment:

- 17.9. The appointment of an insurance agent shall be cancelled if the final order issued by the INLIC so directs and the insurance agent shall cease to function as such. Registration of new business by the suspended/ terminated agent is stopped forthwith from date of suspension or termination of appointment
- 17.10. An agent who is aggrieved by the order can appeal to INLIC for review of the decision within 45 days of the order. INLIC shall appoint an Appellate Officer who shall examine the appeal and give his/her decision in the matter in writing within 30 days of the receipt of the appeal.
- 17.11. INLIC shall recover the appointment letter and identity card from the agent whose appointment has been cancelled under these regulations within 7 days of issuance of final order effecting cancellation of appointment.
- 17.12. INLIC shall black list the agent and enter the details of the agent whose appointment is suspended/cancelled into the black listed agents database maintained by the Authority

and the centralised list of agents database maintained by the Authority, in online mode, immediately after issuance of the order effecting suspension/cancellation.

- 17.13. INLIC shall also inform other insurers be it, Life or General or Health Insurer or mono line insurer of the action taken against the Agent for their records and necessary action.
- 17.14. INLIC may terminate the agency relationship with the Agency forthwith without notice, if any of the following events occur at any time after the date of appointment.
 - 17.14.1 If the Insurance Agent becomes incapable of performing his functions or commits any act of insolvency or dies;
 - 17.14.2 If the registration of INLIC is cancelled or INLIC ceases to carry on insurance business;
- 17.15. Upon the suspension/ termination of the agency relationship, the Insurance Agent shall, forthwith,
 - 17.15.1 Cease to hold himself out as the Agent of INLIC or represent that he is in any manner connected to INLIC;
 - 17.15.2 Cease to use any documentation which bears the INLIC Intellectual Property Rights (IPRs) or to use the INLIC Intellectual Property Rights (IPRs) and shall discontinue all actions and representation from which it might be inferred that there is any continuing connection or relationship whatsoever with INLIC;
 - 17.15.3 Deliver to INLIC, a list of names and addresses of all Prospects and Policyholders, which the Insurance Agent has solicited or procured; and
 - 17.15.4 Deliver/return to INLIC all Proposal Forms, software, data or other material, provided to the Insurance Agent by INLIC for the purpose of performing his functions and all forms, Proposal Forms, applications, cheques, drafts, premiums, monies, properties or securities collected by the Insurance Agent on behalf of INLIC.
 - 17.15.5 The Insurance Agent acknowledges that INLIC shall, at its costs and expense, be providing practical training to the Insurance Agent to enable the Insurance Agent to perform the functions. In consideration of the training to be provided to the Insurance Agent, the Insurance Agent undertakes to continue his agency with INLIC for a period of not less than one year. If the Insurance Agent desires to terminate this Agreement prior to the expiry of the said period of one year, then the Insurance Agent shall reimburse to INLIC the costs and expense of training of the Insurance Agent incurred by INLIC.
 - 17.15.6 The Insurance Agent shall, after termination of the agency relationship, cease to receive commission on renewal premiums paid in respect of Policies procured by the Insurance Agent..
 - 17.15.7 The termination of the agency relationship initiated by the Insurance Agent in any manner whatsoever, shall be concluded and final only after issuance of, inter alia, a No Objection Certificate (NOC) by INLIC to the Insurance Agent which shall be issued on payment of a sum of Rs. 2000/- to INLIC by the

Insurance Agent. It is the responsibility of the Insurance Agent to obtain the NOC from INLIC and is deemed to understand that during the tenure of issue of NOC the Insurance Agent is not supposed to undertake any kind of assignment whatsoever with any third party or any other insurance company as mere written notice to termination does not amount to the discharge of duties of the existing assignment with INLIC.

17.15.8 Upon termination of the agency relationship, INLIC shall, be entitled to publish notices in any newspaper and /or to despatch correspondence notifying its Policyholders, branch offices, other Agents and/or the general public that the Insurance Agent has ceased to be an Agent of INLIC and is therefore, not authorised to represent INLIC or solicit or procure any business or collect any forms, Proposal Forms, applications, cheques, drafts, premiums, monies, properties or securities on behalf of INLIC and that any acts of such Insurance Agent shall not in any manner bind.

18. Resignation/ surrender of appointment by insurance agent

- 18.1 An existing agent intending to surrender his agency with INLIC shall surrender his/ her appointment letter and identity card to the designated official of INLIC.
- 18.2 The Designated Official shall issue the cessation certificate within the period of 15 days from date of resignation or surrender of appointment.
- 18.3 The agent so terminated

19. Schedule I

Minimum Performance Requirement:

- A. The Minimum Business Guarantee norms to be achieved by agents during the agency year as per chart below.
- B. The criteria for termination of agency for failure to achieve the Minimum Business Guarantee.
- C. The criteria for re-appointment/re-instatement of agents terminated for failure to achieve the Minimum Business Guarantee

Agency Year	Premium (in Rupees)
In the First Agency Year	25,000
Second & Subsequent Agency Years	25,000

OR

The insurance Agent fails to source any business for 6 consecutive months

Note:

1. Agency year shall mean one full calendar year from the Date of Joining (DOJ) and every subsequent anniversary thereafter till the expiration of the IRDA license or termination, which ever is earlier.
2. The insurance Agent has to satisfy either of the criterion as laid above

20. Schedule II

Code of Conduct as detailed in Guidelines for Appointment of Insurance Agents issued by IRDAI

(i) Every insurance agent shall,---

- (a) identify himself and the insurance company of whom he is an insurance agent;
- (b) show the agency identity card to the prospect, and also disclose his agency appointment letter to the prospect on demand;
- (c) disseminate the requisite information in respect of insurance products offered for sale by his insurer and take into account the needs of the prospect while recommending a specific insurance plan;
- (d) where the Insurance agent represents more than one insurance company offering same line of products, he should dispassionately advice the policyholder on the products of all Insurers whom he is representing and the product best suited to the specific needs of the prospect.
- (e) disclose the scales of commission in respect of the insurance product offered for sale, if asked by the prospect;
- (f) indicate the premium to be charged by the insurer for the insurance product offered for sale;
- (g) 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;
- (h) bring to the notice of the insurer any adverse habits or income inconsistency of the prospect, 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;
- (i) 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;
- (j) advise every prospect to effect nomination under the policy
- (k) inform promptly the prospect about the acceptance or rejection of the proposal by the insurer;
- (l) 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;
- (m) render necessary assistance to the policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims by the insurer;

(ii) No insurance agent shall,----

- (a) solicit or procure insurance business without being appointed to act as such by the insurer
- (b) induce the prospect to omit any material information in the proposal form;
- (c) induce the prospect to submit wrong information in the proposal form or documents submitted to the insurer for acceptance of the proposal;
- (d) resort to multilevel marketing for soliciting and procuring insurance policies and/or induct any prospect/policyholder to join a multilevel level marketing scheme.
- (e) behave in a discourteous manner with the prospect;
- (f) interfere with any proposal introduced by any other insurance agent;
- (g) offer different rates, advantages, terms and conditions other than those offered by his insurer;
- (h) demand or receive a share of proceeds from the beneficiary under an insurance contract;
- (i) force a policyholder to terminate the existing policy and to effect a new policy from him within three years from the date of such termination of the earlier policy;
- (j) apply for fresh agency appointment to act as an insurance agent, if his agency appointment was earlier cancelled by the designated official, and a period of five years has not elapsed from the date of such cancellation;

- (k) become or remain a director of any insurance company;
- (iii) Every insurance agent shall, with a view to conserve the insurance business already procured through him, make every attempt to ensure remittance of the premiums by the policyholders within the stipulated time, by giving notice to the policyholder orally and in writing;
