

## AGENCY AGREEMENT

This Agreement along with the Terms and Conditions which form an integral part of this document entered into on this day , between ManipalCigna Health Insurance Company Limited, a company registered under the Companies Act, 1956 having its registered office at 401/402, Raheja Titanium, Western Express Highway, Goregaon (East), Mumbai – 400063. (hereinafter referred to as "the Company"), and  son / daughter / wife / husband of  residing at  (hereinafter referred to as "the Agent").

WHEREAS the Company is engaged in the business of Health Insurance.

WHEREAS the Agent has confirmed that he/she has complied with all the formalities under the IRDA (Licensing of Insurance Agents) Regulations, 2000 and IRDAI Guidelines on Appointment of Insurance Agent 2015 and is duly authorised to be appointed as an Agent and has expressed his/her desire and willingness to sell Health Insurance products for and on behalf of the Company within the territory of India.

WHEREAS the Agent hereby undertakes to co-operate with the Company and work under the directions of the Company to transact such business as usually pertains to an Insurance Agent.

WHEREAS the Company hereby authorises the Agent to sell Health Insurance products for and behalf of the Company in terms of this Agreement within the territory of India on the following Terms and Conditions.

This agreement shall be effective from  till cancellation or termination of Agency Appointment

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

**ManipalCigna Health Insurance Company Limited**  
(Formerly known as CignaTTK Health Insurance Company Limited)

### Authorised Signatory

**Agency Manager /Branch Manager/ DBM Name:** \_\_\_\_\_

**Agency Manager /Branch Manager/ DBM Signature:** \_\_\_\_\_

**Agent Signature:** \_\_\_\_\_

# General Terms & Conditions Applicable to Agent of the Company:

These Terms and Conditions apply to and regulate the rights and obligations of the Insurance Agent (as defined herein below).

## 1. DEFINITIONS:

Unless the context otherwise requires

- i. "Act" means the Insurance Act, 1938 and includes any amendment thereto or enactment there under;
- ii. "Appointment Letter" means a letter of appointment issued by an insurer to any person to act as an insurance agent
- iii. "Applicable Law" means one or more provisions of the Act, the Insurance Rules, the IRDAI Act and the IRDAI Regulations including modifications, amendments or re-enactments thereof, and the guidelines, directives, notifications and orders issued by the IRDAI as in force from time-to-time.
- iv. "Insurance Agent" means an individual appointed by an insurer for the purpose of soliciting or procuring insurance business including business relating to the continuance, renewal or revival of policies of insurance;
- v. "Authority" or the "IRDAI" means the Insurance Regulatory and Development Authority constituted under Section 3 of the IRDAI Act 1999;
- vi. "Company" / "Insurer" means Company;
- vii. "Insurance Product" means any plan of insurance, which is offered by Company India.
- viii. "Confidential Information" means, in relation to the Company and its policyholders, information which is not publically known but which relates to the Company's policyholders, employees, Insurance Agents, products, operations, trade secrets, copyrights and similar rights etc. "IRDAI Act" means the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) including modifications, amendments or re-enactments thereof, as in force from time-to-time.
- ix. "IRDAI Regulations" means the regulations made by the IRDAI in exercise of its powers under the Act and the IRDAI Act including modifications, amendments or re-enactments thereof, as in force from time-to-time.
- x. "Terms" refer to Terms and Conditions herein in connection with the appointment of the Insurance Agent.
- xi. Designated Official" means an officer authorized by the Insurer to make Appointment of an individual as an Insurance Agent.
- xii. "Multilevel Marketing Scheme" means any scheme as defined in explanation to Section 42 (A) of the Insurance Act 1938 as amended from time to time
- xiii. "Centralized list of Agents" means a list of agents maintained by the Authority, which contains all details of agents appointed by all insurers.
- xiv. "Centralized list of black listed agents" means list of agents maintained by the Authority whose appointment is cancelled/suspended by a designated official of insurer on grounds of violation of code of conduct and / or fraud.

## 2. CODE OF CONDUCT:

The Insurance Agent by the Company shall adhere to the model Code of Conduct as specified below:-

### I. THE INSURANCE AGENT SHALL:

- (a) Identify himself / herself and Company, of whom he/she is an Insurance Agent to all the prospects;
- (b) show his/her Agent Identity card to the prospect and also disclose the Agency Appointment Letter if so demanded;
- (c) Disseminate the requisite information in respect of insurance products offered for sale by the Company and take into account the needs of the prospect while recommending a specific insurance plan;
- (d) Disclose the scales of commission in respect of the insurance product offered for sale, if asked by the prospect;
- (e) Indicate the premium to be charged by the Company for the insurance product offered for sale;
- (f) Explain to the prospect the nature of information required in the proposal form by the Company, and also the importance of disclosure of material information in the purchase of an insurance contract and shall never persuade or encourage any prospect not to divulge or disclose any information which is relevant to the Company for the purpose of underwriting;
- (g) Bring to the notice of the company 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 Company wherever applicable, & any material fact that may adversely affect the underwriting decision of the Company as regards acceptance of the proposal, by making all reasonable enquiries about the prospect;
- (h) Obtain the requisite documents at the time of filing the proposal form with the Company; & other documents subsequently asked for by the Company for completion of the proposal;
- (i) Inform promptly the prospect about the acceptance or rejection of the proposal by the Company;
- (j) Advise every individual policyholder to effect nomination under the policy and render necessary assistance and advice to every policyholder on all policy servicing matters including assignment of policy or change of address or exercise of options under the policy or any other policy service wherever necessary;
- (k) Ensure that the cheques towards payment of premium are not back-dated and the cheque / demand draft are deposited with the Company within 24 hours of receipt of the same excluding bank holidays;
- (l) In case of renewal inform and encourage the policyholder to write his/her policy number on the back side of the instrument paying the premium charges;
- (m) Render necessary assistance to the policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims by the Company;
- (n) Maintain strict confidentiality of the information received from any prospect and/or the Company in the course of business.

(i) Not use the Confidential Information collected on behalf of the Company other than for the purposes of this Appointment letter, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Insurance Agent shall not disclose, publish or otherwise reveal any of the Confidential Information received from the Company and/or the prospect to any other party whatsoever except with the specific prior written authorization of the Company.

The Confidential Information furnished in tangible form shall not be duplicated by the Insurance Agent except in the course of business. Upon the request of the Company, the Insurance Agent shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Disclosure's option, any documents or other media developed by the Insurance Agent containing Confidential

Information shall be destroyed by the Insurance Agent. The Insurance Agent shall provide a written certificate to ManipalCigna / the Company regarding destruction within ten(10) days thereafter.

(ii) The Insurance Agent shall have no obligation under this with respect to Confidential Information which is or becomes publicly available; is rightfully received by the Insurance Agent without obligations of confidentiality; or is developed by the Insurance Agent independently and not on the behalf of the Company.

- (o) 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.

## II. THE INSURANCE AGENT SHALL NOT:

- (a) solicit or procure insurance business without being appointed to act as such by the Company;
- (b) Induce or persuade any 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 Company for acceptance of the proposal;
- (d) Behave in a discourteous manner with the prospect;
- (e) Interfere with any proposal introduced by any other Insurance Agent;
- (f) Offer different rates, advantages, Terms and Conditions other than those offered by the Company;
- (g) Demand or receive a share of proceeds from the beneficiary under an insurance contract or offer any rebate which is prohibited under Section 41 of the Act;
- (h) Force, persuade or induce a policyholder to terminate any existing policy and to effect a new policy from him/her within three years from the date of such termination of the earlier policy;
- (i) Apply for fresh agency appointment to act as an Insurance Agent, if his/her agency appointment was earlier cancelled by the designated official, and a period of five years has elapsed from the date of such cancellation;
- (j) Become or remain a director of any insurance company;
- (k) Resort to multilevel marketing for soliciting and procuring insurance policies and/or induce any prospect/policyholder to join a multilevel level marketing scheme;
- (l) Act as an insurance agent for more than one life insurer, one general insurer, one health insurer and one of each of other mono-line insurers;

## III. THE INSURANCE AGENT SHALL:

With a view to conserve the insurance business already procured through him/her, 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;

- IV. Any person who acts as an insurance agent in contravention of the provisions of this Act shall be liable to a penalty which may extend to ten thousand rupees.

## 3. ADVERTISEMENT AND PUBLICITY:

The Insurance Agent shall, during the conduct of his/her agency business, adhere to the provisions of the Insurance Regulatory and Development Authority (Insurance Advertisements and Disclosure) Regulations, 2000. ("Advertisement Regulations") In accordance with the Advertisement Regulations, the Insurance Agent is required to obtain prior approval in writing, of the Company for issue of any advertisement. However, in the following cases, such prior written approval is not required:

- a. Advertisements developed by the Company and provided to the Insurance Agents;
- b. Generic advertisements limited to information like the name, logo, address, and phone numbers etc. of the Insurance Agent; and
- c. Advertisements that consist only of simple and correct statements describing the availability of lines of insurance, references of experience, service and qualifications; but making no reference to specific policies, benefits, costs of the Company.

## 4. OTHER INSURANCE AGENCIES:

In accordance with the Insurance Regulatory and Development Authority (Licensing of Insurance Agents) Regulations, 2000, (as amended from time to time) an Insurance Agent can act on behalf of only one standalone health insurance company at a time. Hence, the Insurance Agent shall not become the agent of any other standalone health insurance company.

## 5. MINIMUM BUSINESS AND COMMISSIONS:

The Insurance Agent shall be entitled to receive commission on the premium generated as per the norms of IRDAI and the rates of commission for different levels will be informed to the Insurance Agent separately from time-to-time. While

ensuring that the existing business continues, the Insurance Agent is also required to bring in minimum new business for the Company which will entitle the Insurance Agent to continue and submit new business. The minimum business to be procured by the insurance agent shall be 12 policies within 12 months from agent code activation date or as may be determined and communicated by the company in writing from time-to-time

#### 6. PAYMENT OF COMPENSATION AND REMUNERATION:

- 6.1 Compensation and remuneration for the due performance of obligations in accordance with these Terms shall be paid to the Insurance Agent at such rates for different levels as may be notified by Company to the Insurance Agent from time-to-time, subject to deduction of applicable taxes under the law in force from time-to-time in respect of policies effected through the Insurance Agent. The Insurance Agent shall provide his/her income tax PAN number, or if acquired subsequently, immediately after the same has been so acquired to Company. In the event of failure to provide PAN number, Company will be entitled to deduct tax as per applicable laws of India.
- 6.2 Company shall be entitled to deduct the service tax, including any cess, surcharge or similar tax thereon, from the commissions or any other amounts payable to the Insurance Agent. However, in best commercial interests and solely in its discretion, Company may decide to recover only a part of such taxes.
- 6.3 Company shall be entitled to revise (upwards or downwards) the rates of commission, as in force from time-to-time, by notice in writing to the Insurance Agent.
- 6.4 Company shall be entitled to specify (and revise) differential commission rates for different insurance products based on various parameters including new business premiums, renewal premiums, business done by the Insurance Agent etc.
- 6.5 In case of any excess or wrong payment of commission or any amount to the Insurance Agent or any commission becomes recoverable or receivable from the Insurance Agent for any reason whatsoever, Company shall be entitled to adjust such amounts (which have been paid in excess or erroneously or have to be received/recovered back for any reason whatsoever) in the subsequent payment(s) to the Insurance Agent. Alternatively, or where no amounts are due to the Insurance Agent, Company will require the Insurance Agent to repay or refund forthwith such amounts, and thereafter the Insurance Agent shall repay the amount within 15 days after the receipt of any communication from Company in that regard.

#### 7. PAYMENT OF COMMISSION IN CASE OF DEATH:

In the event of death of the Insurance Agent, the commission payable (accrued , if any) to him/her shall be payable to his/her nominees, if any, or to his/her heirs as the commission would have been paid to the Insurance Agent if he/she were alive.

#### 8. PROHIBITION OF REBATE:

The Insurance Agent shall observe and adhere to the provisions of Section 41 of the Insurance Act, 1938 reproduced hereunder and also bring the same to the notice of the prospect:  
Section 41

- (1) No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part commission payable or any rebate of the premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectuses or tables of the Company.
- (2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend upto ten lakh rupees.

#### 9. RURAL SECTOR OBLIGATIONS:

Under the Insurance Regulatory and Development Authority (Obligations of Insurers to Rural or Social Sectors) Regulations, 2000, (as amended from time to time) the Company is required to procure a minimum business from both, the Rural and Social sectors. In view of this, the Insurance Agent may be required by Company from time-to-time to procure certain minimum business from these sectors.

#### 10. COMPLIANCE WITH ANTI MONEY LAUNDERING NORMS:

The Insurance Agent shall strictly adhere to the Prevention of Money Laundering Act, 2002, Rules framed thereon and the Anti-Money Laundering ('AML') guidelines as prescribed by IRDAI and any modifications thereto and employ adequate Know Your Customer ('KYC') standards.

The Insurance Agent shall in accordance with the KYC procedures set by the Company, ensure the following:

- Customer Acceptance Procedures;
- Customer Identification Procedures;
- Monitoring of Transactions; and
- Risk Management

The Insurance Agent shall, in the event of finding any adverse change on the standing, Integrity or reputation of the customer/policyholder, immediately inform the Company .

In the event the Insurance Agent fails to comply with this provision and/or exposes the company to AML related risks, the Company shall be entitled to terminate this Appointment letter and report the matter to IRDAI for further action. The Company shall, on its part, impose checks and controls to ensure that these procedures are being adhered to.

#### 11. NO AUTHORITY TO ACCEPT RISKS:

The Insurance Agent is not authorized to accept any risk for or on behalf of the Company.

#### 12. DISQUALIFICATION OF AGENT:

An Insurance Agent's appointment is liable to be cancelled if the Insurance Agent suffers, at any time during the currency of the appointment from any of the disqualifications mentioned in sub-section (3) of Section 42 of the Act, and the Company may recover from him/her the appointment letter and the identity card issued earlier along with all other documents, literatures, booklets, tables etc. that belong to the Company within 7 days of issuance of the order effecting suspension/cancellation of appointment. The disqualifications mentioned in sub-section (3) of Section 42 of the Act are:

- a. That the person is a minor;
- b. That he/she is found to be of unsound mind by a court of competent jurisdiction;
- c. That he/she is found guilty of criminal misappropriation or criminal breach of trust or cheating or forgery or an abatement of or attempt to commit any such offence by a court of competent jurisdiction;  
Provided that where at least five years have elapsed since the completion of the sentence imposed on any person in respect of any such offence, the Authority shall ordinarily declare in respect of such person that his/her conviction shall cease to operate as a disqualification under this section.
- d. That in the course of any judicial proceeding relating to any policy of insurance or the winding up of an insurance company or in the course of an investigation of the affairs of the Company, it has been found that he/she has been guilty of or has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the Company or the insured;
- f. That he/she has not passed such examination as may be specified by the Regulations made by the Authority in this behalf;
- g. That he/she violates the Code of Conduct as may be specified by the Regulations made by the Authority.
- h. That he/she is a spouse, dependent child or dependent stepchild of an employee of ManipalCigna/ Company, whether residing with such employee or not.

#### 13. INDEMNITY:

- 13.1 The Insurance Agent hereby agrees that he/she shall indemnify, defend and hold harmless Company from and against any and all liability, any other loss that may occur, arising from or relating to the breach, non-performance or inadequate performance by the Insurance Agent of any of his/her obligations under these Terms or from the acts, errors, representations, misrepresentations, misappropriation, misconduct or negligence, fraud, forgery, dishonesty, robbery by the Insurance Agent in the performance of his/her obligations under these Terms.
- 13.2 Under no circumstances shall Company be liable to the Insurance Agent for any indirect, incidental, consequential, special or exemplary damages arising out of these terms.
- 13.3 The Insurance Agent shall keep Company at all times against, and hold harmless from all actions, proceedings, claims, losses, damages costs, interests (both before and after judgement) and expenses which may be brought against or suffered or incurred by Company in enforcing Company's rights under or in connection with these Terms.
- 13.4 The Insurance Agent shall solely be responsible for ensuring full compliance with Applicable Laws of India and shall indemnify and keep indemnified ManipalCigna Health Insurance Company Limited from all actions, proceedings, claims, losses, damages, costs and expenses which may be brought against or suffered or incurred by ManipalCigna Health Insurance Company Limited in connection with any failure by the Insurance Agent in complying with Applicable Laws of India.
- 13.5 The indemnities as aforesaid shall continue notwithstanding the termination of the relationship between Company and the Insurance Agent.
- 13.6 If insurance agency of the insurance agent is cancelled / terminated / suspended or upon surrender of agency by the insurance agent or if the insurance agent resigns from agency, the Company shall be entitled to recover from the agent any amount which becomes payable under these general terms and conditions.

#### 14. OBLIGATIONS UNDER THE IRDAI (PROTECTION OF POLICYHOLDERS' INTERESTS) REGULATIONS, 2002:

The following are the points to be noted and adhered to by the Insurance Agent:

- 14.1 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.
- 14.2 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.
- 14.3 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:
  - i) The Authority;
  - ii) The Councils that have been established under section 64C of the Act and
  - iii) The recognized professional body or association of which the Agent or intermediary or insurance intermediary is a member.
- 14.4 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 to adhere to the time limit of 15 days prescribed in this regulation, the Insurance Agent is required to ensure that all communications received by him/her in writing from the customer is delivered to the Company within 24 hours of receipt.
- 14.5 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/or the Insurance Regulatory and Development Authority Act, 1999.

14.6 Regulation 8 (2): The Insurance Agent shall assist the Company and provide all the required information/documents from the claimant in case some additional Information / documents are required in the process of admissibility of claim or settlement of the claim.

#### 15. VALIDITY OF INSURANCE AGENCY APPOINTMENT

The appointment as an Insurance Agent shall be valid unless the appointment is cancelled / terminated / suspended by the Company or in the event of surrender / resignation of appointment by the insurance agent. If his / her insurance agency is cancelled / terminated / suspended or upon surrender of agency or if he / she resigns from agency, the appointment as Insurance Agent shall automatically stand canceled / terminated / suspended with effect from the date of order of cancellation / termination / suspension or shall cease to exist with effect from the date of surrender of appointment / resignation from agency as the case may be.

The Insurance Agent understands and agrees that once an appointment becomes invalid as aforesaid, he / she shall have to submit a fresh application to the Company for re-appointment as an Insurance Agent. In such an event, re-appointment shall be at the discretion of the Company.

#### 16. DIRECTORSHIPS:

As stipulated by the Applicable Law, the Insurance Agents of the Company are not entitled to become or remain a director of any insurance company.

#### 17. MIS-SELLING AND PENALTY:

The Insurance Agent shall fully understand the requirements of the prospect and then suggest a suitable product. The Insurance Agent shall not induce any prospect into accepting any product which the prospect did not need, only for the generation of business. In the event of the prospect rejecting the policy for the reason that the product was not what he/she was offered or advised by the Insurance Agent, such sale shall be treated as a mis-sale and the Company reserves the right to recover the cost incurred by the Company on account of such sale from any amount due and payable to the Insurance Agent and also charge-back the commission paid to him/her in respect of such Policy.

#### 18. SUSPENSION / TERMINATION OF APPOINTMENT OF AGENT:

18.1. The appointment of an agent may be cancelled or suspended or terminated if he/she:-

- a) violates the provisions of the Insurance Act, 1938 (4 of 1938), Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) or rules or regulations, made there under as amended from time to time;
- b) attracts any of the disqualifications mentioned in under Section 42 (3) of the Act.
- c) Fails to comply with the code of conduct stipulated in Section 2 of this appointment letter and directions issued by the Authority from time to time;
- d) Violates terms of appointment;
- e) Fails to furnish any information relating to his/her activities as an agent as required by the Insurer or the Authority;
- f) Fails to comply with the directions issued by the Authority;
- g) Furnishes wrong or false information; or conceals or fails to disclose material facts in the application submitted for appointment of Agent or during the period of its validity;
- h) does not submit periodical returns as required by the Insurer/Authority;
- i) does not co-operate with any inspection or enquiry conducted by the Authority;
- j) fails to resolve the complaints of the policyholders or fails to give a satisfactory reply to the Authority in this behalf;
- k) the performance of the Insurance Agent has not been satisfactory;
- l) the Insurance Agent has acted in breach of any of the Terms and Conditions of appointment; and
- m) the Insurance Agent has acted in a fraudulent manner and continuing him/her as an Insurance Agent shall be prejudicial to the interest of the Company.

Prior to suspension / termination for the grounds as mentioned above in section 18.1 (a) to 18.1 (m), the Company shall provide the agent with due notice and give the Agent an opportunity of being heard in a manner as prescribed under IRDAI provisions.

On termination / suspension / cancellation of the Appointment for reasons as mentioned in section 18.1 (a) to 18.1 (m), the insurance Agent shall cease to act as an insurance agent of the Company and the Company shall take appropriate legal action against the Agent, intimate about the suspension / termination of the agent to IRDAI and include details of the Agent whose appointment is suspended / cancelled in the centralized list of blacklisted agents database maintained by IRDAI and in the centralized list of agents database as maintained by IRDAI. Further, Company shall share such information including the action taken against the Agent, with any other insurance company for their records and necessary actions.

The insurer shall recover the Appointment letter and Identity card from the agent whose appointment has been cancelled within 7 days of issuance of order effecting cancellation / termination / suspension of appointment.

Agent aggrieved by the aforesaid order of cancellation / suspension / termination, can appeal to the Company/Insurer within 45 days of the order issuance date. The Company shall review and examine the appeal in the manner as prescribed under the IRDAI provisions.

18.2. Suspension due to non-fulfillment of minimum business requirements:-

Agency may also be suspended for a period of 1 year in the absence of meeting the minimum business requirements as mentioned in Section 5 of this appointment letter. During the said suspension period of 1 year, the agent is required to fulfill the criteria as mentioned in Section 5 of this appointment letter, failing which the appointment of agent shall stand terminated forthwith and the Company shall recover the Appointment letter and Identity card from the said agent within 7 days of such termination.

#### 19. SURRENDER/RESIGNATION

In the event the Agent surrender his / her appointment as an Insurance Agent with Company, the Agent shall hand over the Appointment letter and Identify card to the Designated Official of the Company. The Company shall issue the cessation certificate as detailed in Form 1-C within a period of 15 days from the date of resignation or surrender of appointment.

#### 20. TERMINATION:

Notwithstanding anything herein before contained The Company may terminate the Agency by giving a notice of one month to the agent without assigning any reason thereto. Any notice to be served hereunder shall be deemed to have been sufficiently served on the Insurance Agent if sent to him/her by Registered Post at his address last noted in his/her records by the Company.

Upon termination of Agency, the terminated Insurance Agent shall forthwith surrender the Appointment Letter, Identity Card as well as all other manuals, tables, rate books, literatures, product guides etc. of the Company that are in his/her possession, to the Company. The Insurance Agent shall be entitled to receive commission on the business brought in by the Insurance Agent prior to termination of the Agency.

In the event of the Agency being terminated within a period of 24 months from the date of appointment, the Company shall be entitled to claim the entire costs incurred on the Insurance Agent for training from any amounts due and payable to him/her and in the event of there being no such amounts or such amounts being inadequate, to recover the same through legal proceedings as the Company may be advised. The Company reserves the right to determine the extent of costs incurred as aforesaid. This appointment shall be subject to jurisdiction of courts.

#### 21. DECLARATIONS:

The Insurance Agent hereby confirms that he/she has received a copy of the circular no. IRDAI/CAD/GDL/AGN/016/02/2011 (guidelines pertaining to individual Agent) and have understood the content and obligations as mentioned in the guidelines.

The Insurance Agent declares that he/she is not related to any employee of the Company as spouse, dependent children, or dependent step children, whether residing with the employee or not ('Relative') in terms of IRDAI Circular no. IRDAI/CAD/GDL/AGN/016/02/2011. The Insurance Agent undertakes to inform the Company forthwith if the Insurance Agent becomes a relative of any employee of the Company in future.

The Insurance Agent has disclosed to Company in the Application for Insurance Agency about all previous and current associations, if any, of the Agent with the other Insurance Companies including possession of Form 1-C i.e. Cessation certificate in case of surrender or resignation from agency of the previous Insurance Company.

#### 22. ANTI-CORRUPTION:

No consideration has been offered or given in connection with this Appointment letter, except as detailed herein.

In carrying out his/her responsibilities under this Appointment letter, the Insurance Agent hereby further represents and warrants that:

- (i) It will comply with the Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act (as applicable), Indian Penal Code, 1860, The Prevention of Corruption Act 1988, Prevention of Money Laundering Act, 2002 and other Applicable Laws of India, including anti-bribery laws, as may be amended from time-to-time in all respects, or any comparable laws in any country from or to which services are provided by the Insurance Agent or any affiliate or agent of the Insurance Agent (collectively, the "Anti-Corruption Laws");
- (ii) It has not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government. By way of clarification, a government official or employee includes employees of regulatory bodies, employees or officials of public international organizations, employees of partially or wholly government-owned institutions such as hospitals and clinics, universities, public utilities, partially or wholly government-owned corporations, schools, convention centres and stadiums; and;
- (iii) In carrying out its responsibilities under this Appointment letter, no payments or transfers of anything of value shall be made which have the purpose or effect of unlawful public or commercial bribery, or acceptance of or acquiesce in extortion, kickbacks, or other unlawful or improper means of obtaining business.

During the Term of this Appointment letter, and for two (2) years after its expiration or termination, the Company may audit any financial or other records of the Insurance Agent associated with this Appointment letter in the event: i) the Company has a reasonable belief that a breach has, or is likely, to occur; or ii) of a legal or regulatory requirement to complete such an audit. Such records may include, without limitation, invoice records, invoices from third parties, contracts with third parties and payments relating to this Appointment letter.

Notwithstanding any provisions to the contrary, the Company may terminate this Appointment letter immediately with no liability if (1) the Company reasonably believes that the Insurance Agent has breached any of the representations and warranties contained in this Section; or (2) the Insurance Agent fails to cooperate with any audit requested under this Appointment letter. In no event shall the Company be obligated under this Appointment letter to take any action or omit to take any action that the Company believes, in good faith, would cause it to be in violation of any applicable laws, including any Anti-corruption laws.



## ANTI MONEY LAUNDERING:

### MONEY LAUNDERING:

Money Laundering is the process by which illegally acquired cash is moved through financial system so that it appears to be legally acquired

### Stages of Money Laundering

- 1) **Placement** : The physical disposal of cash proceeds derived from illegal activity
- 2) **Layering** : Separating illicit proceeds from their source by creating complex layers of financial transactions designed to disguise the source of money, subvert the audit trail and provide anonymity
- 3) **Integration** : Creating impression of apparent legitimacy to criminally derived wealth

### SUSPICIOUS TRANSACTION

means a transaction (including an attempted transaction) whether or not made in cash which, to a person acting in good faith –

- (a) gives rise to a reasonable ground of suspicion that it may involve proceeds of an offence specified in the Schedule to the Act, regardless of the value involved; or
- (b) appears to be made in circumstances of unusual or unjustified complexity; or
- (c) appears to have no economic rationale or bonafide purpose; or
- (d) gives rise to a reasonable ground of suspicion that it may involve financing of the activities relating to terrorism

### Few examples of suspicious Transaction:

- 1) Multiple DDs each denominated for less than Rs. 50,000/-
- 2) Source of funds are doubtful
- 3) Frequent request for change in addresses
- 4) Frequent free look cancellation by the same customer

### AML COMPLIANCES

- 1) PAN card copy is mandatory on remittance of premium in cash & DD for >Rs.50,000/- per transaction
- 2) PAN card copy is mandatory for all cases where received amount >= Rs.1,00,000
- 3) PAN card copy of the Premium Payor is required for all cases where premium is paid by Third Party
- 4) PAN card copy of the Premium Payor and Proposer is required for all cases where premium is paid by Third Party and the premium amount is >= Rs.1,00,000 or premium received in cash & DD for >Rs.50,000/- per transaction
- 5) To carry out KYC requirements at refund and claim payout stage where the refund or claim amount is >Rs. 1,00,000/-
- 6) Premium paid by persons other than the person insured should be looked into to establish insurable interest.
- 7) Mandatory to fill up correct details of customer in proposal form (occupation, Annual income, address, contact details, nationality etc.)
- 8) PAN card copy have to be obtained from the person or entity (Third party) paying the premium/ proposal deposit on an insurance policy

### RESPONSIBILITY

- 1) Carry out necessary due diligence during the course of business
- 2) Ensure that all necessary AML related information as required in the proposal form is obtained
- 3) Report information of suspicious transaction and counterfeit currency notes to the Chief Compliance Officer at Compliance@manipalcigna.com
- 4) Under go AML Training

### CONSEQUENCES OF NON-COMPLIANCE

Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is a party or actually involved in any progress or actively connected with the proceeds of crime and Or commits the offence of money laundering shall be punishable with rigorous imprisonment for a term which shall not be less than 3 years but which may extend to 7 to 10 years and shall be liable to fine which may extend to 5 lakh rupees.

### I hereby Certify and Affirm that

- I have been explained and I have understood the Anti- Money Laundering (AML) concept and the contents mentioned herein on AML.
- I shall abide & comply with all the AML requirements in accordance to the AML guidelines and any amendments received thereof from time to time
- I shall undergo AML Training(s) and refresher training(s) organized by the Company (ManipalCigna Health Insurance Company Limited)

Name:

PAN No.:

Place:

Date:

Signature