

Policy Terms and Conditions

Group Policy No. _____

Issued under

Bajaj Allianz Group Annuity

for the

Members of the (name of the Policyholder's scheme) Scheme of

(Policyholder name)

Schedule

POLICY NO.	
PRODUCT NAME	BAJAJ ALLIANZ GROUP ANNUITY
UIN:	
Policyholder	
Policyholder's Address	
Policy Commencement Date	

The Policyholder has by a written Proposal Form dated _____ requested the Company to grant the benefits as per the Bajaj Allianz Group Annuity plan and as per the Scheme Rules, _____ <.....name of the scheme....>, of the Policyholder to the Members whose names have been recorded in the Membership Register maintained by the Policyholder.

The Policyholder has also furnished to the Company statements containing the age and other details of each Member which have been completed and signed by the Policyholder on behalf of the Members for whose benefit this Policy is effected. The Policyholder and the Company have accepted and agreed that the said Proposal Form, certified copy of the Scheme Rules along with other statements, reports and other documents shall be the basis of this Policy. If any of the details of the Member contained in the statement signed by the Policyholder on behalf of the Member are incomplete, false or incorrect, coverage in respect of such Member under the Policy shall be void.

Dated at **PUNE** this ___ day of _____ 20__

For and behalf of Bajaj Allianz Life Insurance Company Limited (Company)

Authorized Signatory

It is now agreed and declared as follows:

2. Definitions

In this Policy where the context so admits, the masculine shall include the feminine, the singular shall include the plural and the following expressions shall unless repugnant to the context have the following meanings;

- a) '**Annuitant**' shall mean the Member on whose life the Annuity Installment is payable and whose life is assured under this Policy.
- b) '**Annuity Installment**' shall mean the amount payable to the Annuitant as and when it is due, and as recorded in the Membership Register and Certificate of Insurance.
- c) '**Annuity Option**' means one of the following Options chosen by the Primary Member at inception of his Membership

Option A: Life annuity - The annuity is paid to the Primary Member as long as he/she is alive.

Option B: Life annuity with Return of Purchase Price - The annuity is paid to the Primary Member as long as he/she is alive. On death of the Primary Member the purchase price is returned to the nominee.

Option C: Annuity Certain for period 10 yrs, 15 yrs & 20 yrs - Annuity is paid for the chosen Certain Period to the Primary Member, if alive, otherwise to the nominee. At the expiry of the Certain Period if the Primary Member is alive, the annuity is paid to the Primary Member as long as he/she is alive.

Option D: Joint Life Last Survivor with 50% of annuity to spouse - The annuity is paid to the Primary Member as long as he/she is alive. On death of the Primary Member, 50% of the annuity is payable to the nominated spouse as long as the spouse is alive.

Option E: Joint Life Last Survivor with Return of Purchase Price on death of Last Survivor - The annuity is paid up to the death of the last surviving Member. On death of the last surviving Member the purchase price is returned to the beneficiary/nominee.

Option F: Joint Life Last Survivor with 100% of annuity to spouse: The annuity is paid to the Primary Member as long as he/she is alive. On death of the Primary Member, 100% of the annuity is payable to the nominated spouse as long as the spouse is alive.

- d) '**Annuity Payout Period**' shall mean the period starting from the Entry Date till:
 - i. the date of death of the Annuitant, if Annuity Option A or Option B has been opted;
 - ii. the date of death of the Annuitant or till the end of Certain Period, whichever is later, if Annuity Option C has been opted; and
 - iii. the date of death of the of the last surviving Annuitant, if joint life Annuity Option D, Option E or Option F has been opted.
- e) '**Beneficiary**' shall mean the person who has been nominated by the Member as nominee and whose name has been entered in the Membership Register maintained by the Policyholder as being eligible under the Scheme Rules to receive the Death Benefits payable under the Policy on the death of the Annuitant.
- f) '**Certain Period**' is a fixed period of 10 years, 15 years or 20 years, as recorded in the Membership Register/Certificate of Insurance and is applicable for Annuity Option C, during which the Annuity Installment is payable by the Company irrespective of whether the Annuitant is alive or not.
- g) '**Certificate of Insurance**' shall mean a certificate issued by the Company to each Member on the Entry Date, which contains information about the Annuitant like Policy Number, Name, Age, Address, Purchase Price, Entry Date, Annuity Option, Annuity Installment, Annuity Frequency, Certain Period (where applicable) and details of Beneficiary, if any.
- h) '**Company**' shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.
- i) '**Death Benefit**' has the meaning given in Section 5.1.b) below.
- j) '**Entry Date**' shall mean

- i. the Policy Commencement Date in relation to the Members already existing as Members under the scheme on the Policy Commencement Date and
 - ii. in relation to a new Member, the date when his name has been recorded in the Membership Register as a Member, after due approval from the Company.
- k) '**IRDA**' means the Insurance Regulatory and Development Authority.
- l) '**Member**' shall mean a Primary Member and the Spouse of the Primary Member (in case of joint life Annuity Option) whose name has been recorded in the Membership Register as Member, after due approval from the Company, and whose life is assured under this Policy.
- m) '**Membership Anniversary**' means the date corresponding numerically with the Entry Date in each subsequent calendar year.
- n) '**Membership Register**' is a record of the Members maintained by the Policyholder, which contains information about Members including but not limited to any unique identification number of Member, name, age, gender, Beneficiary, Purchase Price, Entry Date, Certain Period, Annuity Option, etc.
- o) '**Policy**' shall mean the arrangements established by the Policy Terms and Conditions.
- p) '**Policyholder**' shall mean the person or entity who has been named as the Policyholder in the Schedule
- q) '**Policy Commencement Date**' shall mean the date as mentioned in the Schedule from which this Policy was effected.
- r) '**Policy Terms and Conditions**' shall mean this Policy wording, the Schedule (which is attached herewith and forms part of this Policy and if revised then the latest one), the Membership Register, Certificate of Insurance, any Annexure and the Proposal Form submitted to the Company based upon which this Policy has been issued.
- s) '**Proposal Form**' means the Policyholder's statements in the proposal for this Policy submitted by or on behalf of the Policyholder along with any other information or documentation provided to the Company prior to inception.
- t) '**Primary Member**' shall mean a person who meets and continues to meet the eligibility criteria specified in the Scheme Rules.
- u) '**Purchase Price**' shall mean the amount paid by the Policyholder to purchase the Annuity Installment for each Member.
- v) '**Scheme Rules**' shall mean the rules adopted by the Policyholder, and approved by the Company to run the scheme under Bajaj Allianz Group Annuity Plan to provide the benefits to the Members, as a pre-requisite to the issuance of this Policy. A certified copy of the Scheme Rules has to be furnished to the Company by the Policyholder.
- w) '**Spouse**' shall mean the spouse of the Primary Member, in case of joint life Annuity Option D, Option E or Option F.

The terms '**Herein**' '**Herein After**' '**Hereafter**' '**Hereof**' '**Hereto**' and '**Hereunder**' used wherever in this Policy refer to the Policy in its entirety.

3. Policy Description

- a) The Policy is a non-linked, non-participating group immediate annuity plan.
- b) The Policy provides Annuity Benefit and Death Benefit as per Section 5.1. below.
- c) The Policyholder shall hold the Policy but all the benefits payable hereunder in accordance with the Scheme Rules shall be paid to the Annuitant/Beneficiary; and the Policyholder shall have no beneficial interest hereunder.

4. Purchase Price

Purchase Price in respect of each Member has to be paid by the Policyholder to the Company on the Entry Date of the Member. The Policyholder has further agreed to furnish such statements and information as may be required by the Company about the Member.

5. Benefits

5.1. The Company shall be liable to pay the following benefits to the Annuitant/Beneficiary, subject to Section 11 and Section 20 below.

a) Annuity Benefit

- i) The Annuity Benefits under this Policy vests on the Annuitant on the Entry Date.
- ii) Depending on the Annuity Frequency chosen, the Annuity Installment payment will start one (1) year after the Entry Date for a yearly Annuity Frequency, six (6) months after the Entry Date for a half yearly Annuity Frequency, three (3) months after the Entry Date for quarterly Annuity Frequency and one (1) month after the Entry Date for a monthly Annuity Frequency
- iii) Annuitant has to produce an Existence Certificate as per Section 21 below.
- iv) Depending on the Annuity Option chosen, the amount of Annuity Installment and the period for which annuity is payable are as given below:
 - 1) For all Annuity Options other than Option D, the Annuity Installment is payable throughout the Annuity Payout Period.
 - 2) For Annuity Option D ,
 - (a) the Annuity Installment is payable throughout the Annuity Payout Period as long as the Primary Member is alive and,
 - (b) on the death of Primary Member , 50% of the Annuity installment is payable to the Spouse, if the Spouse has not pre-deceased, throughout the remaining Annuity Payout Period.

b) Death Benefit

The Death Benefit payable under the policy is as given below:

- i) **Option A:** Any outstanding Annuity Installments due prior to date of death of the Annuitant shall be paid to the Beneficiary. There shall be no return of Purchase Price.
- ii) **Option B:** The Purchase Price and any outstanding Annuity Installments due prior to date of death of the Annuitant shall be paid to the Beneficiary. All Annuity Installments which fell due after the date of death of the Annuitant and paid by the company will be recovered from the Death Benefit payable to the Beneficiary.
- iii) **Option C:**
 - 1) If death of the Annuitant is within the Certain Period, the Annuity Installments shall be paid to the Beneficiary with the same Annuity Frequency till the end of the Certain Period.
 - 2) If death of the Annuitant is after the Certain Period, any outstanding Annuity Installments due prior to date of death of the Annuitant shall be paid to the Beneficiary.
 - 3) There shall be no return of Purchase Price.

iv) **Option D:**

- 1) Any outstanding Annuity Installments due prior to date of death of the Primary Member shall be paid and payment of 50% of the Annuity Installment shall commence to the Spouse, if alive.
- 2) On the second death of the Spouse, any outstanding Annuity Installment due prior to the date of death shall be paid to the Beneficiary.
- 3) There shall be no return of Purchase Price.

v) **Option E:** On second death, out of the Primary Member and the Spouse, the Purchase Price shall be paid to the Beneficiary. All Annuity Installments which fell due after the date of death of both the Annuitants and paid by the company will be recovered from the Death Benefit payable to the Beneficiary.

vi) **Option F:** Any outstanding Annuity Installments due prior to date of second death, out of the Primary Member and the Spouse, shall be paid to the Beneficiary. There shall be no return of Purchase Price.

c) **Surrender Benefit**

No surrender benefit is available under this Policy

5.2. Payments of Benefits

The Benefits under this Policy shall be paid to the Annuitant/Beneficiary/legal heirs directly.

6. Eligibility

- a) The age of the Member as admitted in the Policyholder's records shall be taken by the Company for the purpose of acceptance of a person as a Member. The acceptance of a person as a Member under the Policy shall be as per norms imposed by the Company from time to time.
- b) The payment of Annuity Installment on a Member's life shall commence only after he has been admitted as a Member under this Policy. Every Member shall become entitled for the benefits under the Policy from the Entry Date as per the benefits in Section 5.1. above.

7. Age Proof

- a) The Purchase Price payable under the Policy is calculated on the basis of the Annuitant's Age as declared in the Membership Register. If the Age has not been admitted by the Company, the Policyholder shall furnish such proof of Age as is acceptable to the Company and have the Age admitted.
- b) If the Age so admitted (the "correct Age") is found to be different from the Age declared in the Membership Register, then, without prejudice to the Company's other rights and remedies including those under the Insurance Act 1938, the following actions shall be taken:
 - i) If the correct Age is such as would have made the Annuitant uninsurable under this Policy, the plan of assurance shall stand altered to such annuity plan as is generally granted by the Company for the Annuitant's correct Age, which will be subject to the terms and conditions as are applicable to that plan.
 - ii) If it is not possible to grant any other annuity plan, the Policy shall stand terminated with immediate effect by the Company and the Purchase Price shall be refunded subject to the deduction of Annuity Installments already paid.
 - iii) If the Annuitant's correct Age is lower than the Age declared in the Membership Register, the Annuity Installment payable under the Policy shall be altered corresponding to the correct Age of the Annuitant and the total of the difference between the original Annuity Installment and the corrected Annuity Installment from the Date of Commencement of Annuity up to the date of such alteration with interest shall be collected from the Annuitant or would be adjusted from the next Annuity Installment.

- iv) If the Annuitant's correct Age is higher than the Age declared in the Membership Register, the Annuity Installment payable under the Policy shall be altered corresponding to the correct Age of the Annuitant from the next due date of Annuity Installment. However, the Company shall not make any payment on the difference in Annuity Installment paid so far.

8. Nomination

- a) Each individual Primary Member shall nominate a Beneficiary to whom the benefit in case of death of the Annuitant / both the Annuitants in case of joint life Options shall be payable as per the Scheme Rules.
- b) The nomination shall be recorded in the Membership Register maintained by the Policyholder. The benefit amount as per Section 5.1.b) above shall be sent directly to Beneficiary by the Company.

9. Loans

No Loan is available under this Policy.

10. Modifications

The provision of this Policy cannot be changed or varied except by a Policy endorsement signed by an officer of the Company authorized for the purpose.

11. Payment of Death claim

- a) Upon death of the Primary Member or, in case of joint life Annuity Option, on the second death (out of the Primary Member and the Spouse), the Death Benefit shall become payable to the Beneficiary subject to the Policy Terms and Conditions and the Company's right to receive all information and documentation sought which includes but not limited to following:
- i) Death certificate issued by the local municipal authority.
- ii) Claimant's proof of entitlement to receive the Death Benefit.
- iii) Documents to establish right of claimant in case of no valid nomination being in existence at the time of death.
- iv) Any other document that may be relevant in establishing the validity of the claim.
- b) When no Beneficiary has been nominated in the Membership Register or all nominated Beneficiaries have pre-deceased the Member, then, the Death Benefit shall be payable to the legal heirs of the Primary Member.

12. General Conditions

- a) The Company reserves the right to revise the annuity rates (used to arrive at the applicable Annuity Installment) with respect to a new Member at any time at its discretion without giving any advance notice and also reserves the right to vary from time to time the Policy Terms and Conditions and the Schedule.
- b) The Policyholder shall furnish to the Company all such data, information or evidence as the Company may reasonably require upon or with regard to any matter affecting the Company's liability to pay the Annuity Installment effected or to be effected herein under and the Company shall not be liable for any action taken in good faith upon any data, information, or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate.
- c) The Policyholder's records in original (or certified photocopies thereof) which, in the opinion of the Company, have a bearing on the benefits to be provided hereunder shall be open for inspection by the Company at all times.
- d) It is hereby expressly agreed between the Policyholder and the Company that this Policy is effected in accordance with the provisions of the Scheme Rules and in the event of the Scheme Rules being amended, such amendments, if they have any bearing on or affect in any way the Policy Terms and Conditions or any

of the Company's liability to pay the benefits effected hereunder, shall become effective only if the said amendments are approved by the Company on such terms as the Company may stipulate. Any alteration or amendment that may become necessary in the Policy Terms and Conditions on account of any amendment or alteration (approved by the Company in the provisions of the Scheme Rules) shall be given effect to by appropriate endorsements to the Policy signed by an authorized officer of the Company and will be applicable only to the new Member.

- e) The Company shall have the right to terminate the Policy for new Members by giving not less than 90 day's notice in writing, but existing Member's benefit shall continue as per this Policy Terms and Conditions.

13. Notices

Any notice, direction or instruction to be given under this Policy shall be in writing and delivered by hand, post, facsimile or E-mail to:

- a) In case of the Member/Policyholder:

As per the details specified by the Policyholder/Primary Member in the Membership Register/Schedule or change of address intimation submitted by him to the Company. Notice and instructions shall be deemed to have been served 7 (seven) days after posting or immediately upon receipt in the case of hand delivery, facsimile or E-mail. The Company shall not be responsible for any consequences arising out of non-intimation of change of address.

- b) In case of the Company:

Bajaj Allianz Life Insurance Company,
GE Plaza, Airport Road, Yerawada, Pune 411 006
Tel: 66026777 | Fax: 66026789
E-mail: life@bajajallianz.co.in

14. Non-disclosure & Fraud

- a) If the Policyholder or the Member through the Policyholder, has either not disclosed all facts or has misrepresented facts (in the Proposal Form, or any other statements or declarations) relevant to all persons proposed to be assured that may have affected the Company's decision to issue the Policy / Certificate of Insurance to any Member, or its price, terms and conditions, then the Company shall have the right, subject to Section 45 of the Insurance Act 1938, to avoid the Policy and shall not make any payment including Purchase Price under or in respect of the Policy / Certificate of Insurance.
- b) If the Policyholder or Member or anyone acting at his direction or with his knowledge makes or advances any claim under this Policy knowing it to be false or fraudulent in any respect, the Policy or the assurance on the life of the Member, as the case may be, shall be null and void, and any benefit actually paid or potentially payable under or in respect of the Policy shall be forfeited and no refund of Purchase Price shall be made.

15. Free Look Period

Within 15 days [thirty (30) days in case this Policy is issued under the provisions of IRDA Guidelines on Distance Marketing of Insurance Products] of the receipt of this Policy/Certificate of Insurance, the Policyholder or the Primary Member may, if dissatisfied with any of the terms and conditions for any reason, give the Company a written notice of cancellation along with reasons for the same, and return the Policy Document / Certificate of Insurance to the Company, subject to which the Company shall send a refund comprising the Purchase Price less Annuity Installments paid and expenses incurred in stamp duty charge to the Policyholder / Primary Member

16. Grievance Redressal

- a) In case you have any query or complaint/grievance, you may approach our office at the following address:
Customer Care Desk, Bajaj Allianz Life Insurance Company Ltd.
GE Plaza, Airport Road, Yerawada, Pune - 411 006
Contact No: Toll Free No. 1800225858
By Fax: 020-6602-6789
By Email: life@bajajallianz.co.in
- b) In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:
Grievance Redressal Officer, Bajaj Allianz Life Insurance Company Ltd.
GE Plaza, Airport Road, Yerawada, Pune - 411 006
Contact No: _____
Email ID: _____

17. Ombudsman

- a) In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to:
- i) Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
 - ii) Delay in settlement of claim
 - iii) Dispute with regard to Purchase Price
 - iv) Non-receipt of your insurance document
- b) The Address of the Insurance Ombudsman is attached as Annexure 2 attached herewith. For the latest list of insurance ombudsman, please refer to the IRDA website at http://www.irdaindia.org/ins_ombusman.htm
- c) The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- d) As per provision 13(3) of the Redressal of Public Grievances Rules 1998, No Complaint to the Ombudsman shall lie unless
- i) The complainant had before making a Complaint to the Ombudsman made a written representation to the Company named in the complaint and either Company had rejected the complaint or the complainant had not received any reply within a period of one month after the Company concerned received his representation or the complainant is not satisfied with the reply given to him by the Company;
 - ii) The complaint is made not later than one year after the Company had rejected the representation or sent his final reply on the representation of the complainant; and
 - iii) The complaint is not on the same subject matter for which any proceedings before any court, or Consumer Forum or arbitrator is pending or were so earlier.

18. Governing Law

Any and all disputes arising out of and under this Policy shall be governed by and determined in accordance with Indian law and by the Indian Courts.

19. Taxation

The Policyholder agrees to pay or allows the Company to deduct from any of the benefits payable under this Policy, a sum on account of any tax or other payment which may be imposed by any legislation, order, regulation or otherwise, upon the Company, the Policyholder, Annuitant or any other Beneficiary, which, in the opinion of the Company, is necessary and appropriate.

20. Termination Conditions

The payment of Annuity Installment shall immediately and automatically terminate on receipt of intimation of death of the Primary Member or, in case of joint life Annuity Option, on second death out of the Primary Member and the Spouse.

21. Production of Existence Certificate:

- a) An Annuity Installment will become payable only if the Annuitant is alive and existence certificate is submitted to the Company, on each Membership Anniversary. The Annuitant should submit the existence certificate at least 15 days prior to the Membership Anniversary date every year.
- b) It shall be the responsibility of the Annuitant to produce the existence certificate at his expense.
- c) Failing Sub-Section b) above, the Annuity Installment due from the next Membership Anniversary shall be withheld till production of Existence Certificate. The Company shall not under any circumstances pay any interest for any delay in payment of Annuity Installment on account of non-receipt of existence certificate by the Company.

22. Loss of the Policy Document / Certificate of Insurance

- a) The Company shall issue a duplicate Policy Document / Certificate of Insurance if the original is lost, subject to being satisfied about the loss of the original document, and the Policyholder's / Member's payment of a replacement fee.
- b) If a copy is issued, the original Policy Document / Certificate of Insurance will cease to have any legal effect and the Policyholder / Member shall indemnify and keep indemnified and hold the Company harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original Policy Document.

23. Section 45 of the Insurance Act, 1938

No Policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder and that the Policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

24. These Policy Terms and Conditions override and supersede all prior communications, arrangements, agreements and understandings between the Policyholder and the Company. In all events, these Policy Terms and Conditions will be the conclusive agreement governing the legal relationship between the parties and no other documents, even if executed, will have any effect whatsoever and will not bind Bajaj Allianz Life Insurance Company Limited.

Bajaj Allianz Group Annuity
UIN: 116N059V02

Dated at _____ this ____ Day of _____ 20__

For and behalf of Bajaj Allianz Life Insurance Company Ltd

Authorized Signatory

Membership Register

Members of ----- as at -----

Sl. No.	Name of the Primary Member	Age of Primary Member	Gender of Primary Member	Spouse 's Name under joint life, if opted	Spouse's age under joint life, if opted	Unique ID	Entry Date	Purchase Price	Annuity Option	Certain Period (applicable for Annuity Option C)	Annuity Frequency	Name & Relationship of Beneficiary
1												
2												
3												
4												
5												