Bajaj Allianz Group Credit Protection Plus
UIN: 116N094V01

# **Policy Terms and Conditions**

Group Policy No. \_\_\_\_\_

issued under

## **Bajaj Allianz Group Credit Protection Plus**

for the

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

<u>(Policyholder name)</u>

Schedule

Policy no.	
UIN : 116N094V01	
Policyholder	
Registered Office Address	
Policy Commencement	
Date	

(Hereinafter called the "Policyholder") have by a written Proposal Form dated \_\_\_\_\_\_ requested the **Bajaj Allianz Life Insurance Company Limited** (Hereinafter called the "Company") to grant the benefits of Life Insurance Cover, under Bajaj Allianz Group Credit Protection Plus and as per the Scheme Rules of the (....*name of the scheme*....) Scheme of the Policyholder (Hereinafter called the "Scheme", certified copy of which has been furnished to the Company by the Policyholder) to the Members whose name has been recorded in the Membership Register maintained by the Policyholder.

The Policyholder has also furnished to the Company all necessary statements completed and signed by the Policyholder, on behalf of the Members for whose benefit the Policy hereunder is being effected. The Policyholder and the Company have accepted and agreed that the said Proposal Form, certified copy of the Scheme along with other statements, reports or other documents leading to the issuance of this Policy shall be the basis of the contract of Assurance.

Dated at <u>PUNE</u> this \_\_\_\_Day of \_\_\_\_\_20..

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

Authorized Signatory

It is now agreed and declared as follows:

## 2. <u>Definitions</u>

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

a) 'Accidental Permanent Total Disability ' means disability of a Member

as a result of bodily injury caused by external, violent and visible

means and such injury shall within 180 days of its occurance solely, directly and independently of any other cause, result in the Member's disability which must be total and permanent, and must result in at least one of the

following:

- a) Loss of sight in both eyes;
- b) Loss of both arms or both hands;
- c) Loss of one arm and one leg;
- d) Loss of one arm and one foot;
- e) Loss of one hand and one foot;
- f) Loss of one hand and one leg;
- g) Loss of both legs;
- h) Loss of both feet;
- i) Removal of the lower jaw.

If the disability is due to amputation/dismemberment, the loss of hand will mean amputation/dismemberment above wrist, the loss of arm will mean amputation/ dismemberment above elbow, the loss of feet will mean amputation/dismemberment above ankle and the loss of leg will mean amputation/dismemberment above knee.

If the disability is not due to amputation/dismemberment, the loss will mean loss of usage of both limbs and the limbs should have motor power grade 0/5, 1/5 or 2/5 only.

Loss of both eyes means total loss of vision in both eyes, certified by an ophthalmologist.

**b)** '**Assurance**' shall mean the Life Insurance Cover effected or to be effected HEREUNDER on the life of the Member/s.

**c)** 'Beneficiary' shall mean the Member or in case of death of the Member or Joint Member, as applicable ,the person who has been appointed as nominee and whose name has been entered in the Membership Register maintained by the Policyholder as being eligible under the Scheme to receive the benefits payable under the Policy.

**d) 'Company'** shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.

**e) 'Critical Illness'** means First Heart Attack, Coronary Artery Disease (requiring Surgery), Stroke, Cancer, Kidney Failure, Major Organ Transplant, Multiple

Sclerosis, Aorta Graft Surgery, Primary Pulmonary Hypertension, Alzheimer's

Disease, Paralysis all as defined below

1. <u>First Heart Attack</u>

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis should be based on all of the following:

- Confirmatory new and recent electrocardiogram (ECG) changes indicating myocardial infraction;
- Diagnostic elevation of cardiac enzymes CK-MB, Troponin I, Troponin T or other biochemical markers above standard laboratory levels of normal; and
- Left ventricular ejection fraction of less than 50% measured 3 months or more after the event.

Diagnosis based on the elevation of Troponin T alone shall not be considered diagnostic of a heart attack.

Angina or chest pain are specifically excluded.

2. <u>Coronary Artery Disease Requiring Surgery</u>

The undergoing of open chest surgery to correct narrowing or blockage of the left main coronary artery or three or more other coronary arteries with the use of bypass graft(s) in persons with limiting anginal symptoms and compromise of blood supply supported by appropriate cardiac investigations. Narrowing of the affected artery should be more than 75 % (seventy five percent).

Angioplasty and all other intra-arterial techniques and laser and "keyhole" procedures are excluded.

3. <u>Stroke</u>

Any cerebrovascular accident or event resulting in permanent neurological deficit lasting for more than six consecutive months. There must be evidence of infarction of brain tissue, intracarnial or subarachnoid haemorrhage or embolisation from an extracranial source on a CT, MRI or similar scan. The diagnosis must be certified by a recognised consultant neurologist holding an appointment in this capacity with a major hospital.

The following are excluded:

- Transient ischaemic attacks;
- Cerebral symptoms associated with reversible neurological deficit;
- Symptoms due to migraine or headache;
- Vascular disease affecting the eye, optic nerve or vestibular functions;
- Brain tissue damage caused by head injury.

# 4. Cancer

The presence of one or more malignant tumours characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue. The diagnosis must be confirmed by pathology tests and certified by a recognized consultant oncologist. Also included are Hodgkin's disease, lymphoma & Leukaemia other than chronic lymphocytic leukaemia.

The following are excluded: -

- Tumours that are histologically described as micro-carcinoma, pre-malignant or showing the malignant changes of carcinoma in situ including cervical dysplasia rated as CIN1, CIN2 or CIN 3 or Ductal carcinoma in situ of the breast;
- All skin cancers except Melanomas of 1.5 millimeters or more in thickness or Clark Level 3 or more depth of invasion, unless there is evidence of metastases;
- Kaposi's sarcoma or any other tumours associated with HIV infection or AIDS; and
- Papillary carcinoma of the bladder and Prostate tumours histologically described as TNM Classification T1(includingT1a & T1b) or of another equivalent or lesser classification.

# 5. <u>Kidney Failure</u>

End stage renal disease characterised by chronic irreversible failure of kidneys that requires permanent dialysis or renal transplantation.

# 6. Major Organ Transplantation

The medically necessary human-to human organ transplant from a donor to the life insured of one or more of the following organs:

- Heart
- Lung
- Liver
- Kidney
- Pancreas (excluding the transplantation of the islets of Langerhans only) Or
- Bone marrow.

# 7. <u>Multiple Sclerosis</u>

The Unequivocal diagnosis of Multiple Sclerosis by a recognised consultant neurologist holding an appointment in this capacity in a major hospital. The diagnosis must include all the following, which has persisted for at least a continuous period of six (6) months: -

Symptoms referable to tracts (white matter) involving the optic nerves, brain stem and spinal cord, producing well-defined neurological deficits;

- I. A multiplicity of discrete lesions; and
- II. A well-documented history of exacerbation and remissions of said symptoms/neurological deficits.
- III. Confirmed by modern investigational techniques.
- 8. <u>Aortic Surgery</u>

The undergoing of surgery to correct any narrowing, dissection, obstruction or aneurysm of the thoracic or abdominal aorta, but not its branches.

The surgery must be considered medically necessary by a recognized consultant Page 5 of 23

cardiologist and must be the most appropriate treatment.

All minimally invasive procedures such as keyhole, catheter, laser, angioplasty or other intra-arterial techniques are excluded.

Congenital narrowing of the aorta and traumatic injury of the aorta are specifically excluded.

# 9. Primary Pulmonary Hypertension

Means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation , resulting in significant permanent physical impairment to the degree of at least Class 3 of the NEW YORK Heart Association Classification of cardiac impairment and resulting in the Life Insured being unable to perform his/her usual occupation. The condition must be documented for at least three consecutive months.

# 10. <u>Alzheimer's Disease</u>

Means the unequivocal diagnosis of Alzheimer's disease made by a recognized consultant neurologist holding an appointment in this capacity at a major hospital and supported by clinical evidence and standardized testing. The diagnosis must confirm permanent failure of brain function resulting in significant cognitive impairment.

Significant cognitive impairment is defined as a deterioration or loss of intellectual capacity to the extent that it results in the requirement for continual supervision.

Alzheimer's disease resulting from the following is excluded:

- Alcohol or drug abuse; and
- Non-organic diseases such as neurosis or psychiatric illness.

# 11. <u>Paralysis</u>

Means the total and permanent loss of use of two or more limbs caused by illness and persisting for at least six consecutive months from the original date of diagnosis

The diagnosis must be certified by a recognised consultant neurologist holding an appointment in this capacity at a major hospital

**f) 'Entry Date'** shall mean the Policy Commencement Date in relation to the Members who already exists as a Member under the Scheme on the Policy Commencement Date and in relation to the new Members the date when their names are recorded in the Membership Register as a Member after due approval from the Company and issuance of the Certificate of Insurance (COI).

**g) 'Grace Period '** shall mean period of 15 days for monthly frequency of Regular Premium payment and one month but not less than 30 days for other frequency Page 6 of 23

of Regular Premium payment, following the Premium Due Date, allowed for the payment of Regular Premium and after which the Life Insurance Cover will lapse if due Regular Premium remains unpaid.

**h)** 'Joint Member shall mean a person who is also insured with a specific Member under the Policy, by virtue of being spouse of the said Member or sharing the liability of the loan with the said Member. The eligibility for the Life Insurance Cover for the Joint Member shall automatically terminate with the termination of the membership of the said Member.

**i) 'Life Insurance Cover'** shall mean the Assurance cover provided against the risk of death or Accidental Permanent Total Disability, if opted, or Critical Illness, if opted, to the Member/s under this Policy and shall be deemed to commence on the Entry Date of the respective Member/s.

**j) 'Maturity Date'** is the date as recorded in the Membership Register on which the Life Insurance Cover on the life of the Member under the Policy expires and the Membership terminates automatically.

**k)** '**Member**' shall mean a person who meets and continues to meet the eligibility criteria specified in the Scheme Rules and whose name has been recorded in the Membership Register as a Member effective from the Entry Date after due approval from the Company and on whose life the Life Insurance Cover under this Policy has been effected.

**I)'Membership Register'** is a record of Members maintained by the Policyholder which contains information about Member including but not limited to any unique identification number of Member, name, age, gender, ,name of Joint Member, age of Joint Member, gender of the Joint Member, Beneficiary, Sum Assured, Date of Entry, Premium, Premium Due Date, Premium Payment Term, Membership Term, nominee and Maturity Date if any .

**m) 'Membership Term'** means the period between the Entry date of a Member and the Maturity Date..

**n**)'**Policy**' means the arrangements established by the Policy Terms and Conditions.

**o)'Policyholder'** means the person or entity who has been named as the Policyholder in the Schedule

**p)'Policy Commencement Date**' shall mean the date as from which this Policy takes effect.

**q)'Policy Terms and Conditions**' means this Policy wording, the Schedule (which is attached herewith and forms part of this Policy and if revised then the latest one), any Annexure and the Proposal Form submitted by or on behalf of the Policyholder for the purpose of obtaining this Policy and any other information or documentation provided to the Company for that purpose and based upon which this Policy has been issued.

**r**) **'Policy Year'** is the year commencing on the Policy Commencement Date or an anniversary thereof.

**s)'Premium Due Date** ' shall mean the date as mentioned in the Membership Register and on which the due Regular Premium has to be paid for each respective Member under Regular Premium option.

t)'Premium Payment Term' shall mean the term as recorded in the Membership Register during which the Regular Premiums due for the Members under the Policy are to be paid, in order to secure the Benefits as given in Section 4 below, for the full Membership Term.

**u)'Regular Premium'** shall mean the amount that is payable by the Policyholder at Entry Date and on each subsequent Premium Due Dates to continue the Life Insurance Cover and secure the Benefits as per Section 4 below for each Member in case of Regular Premium option under this Policy.

v) 'Schedule of Insurance' shall mean a schedule specific to each Member which is a part of this Policy and which shows the amount of Sum Assured, for which the Member/s is/are assured against the risk of death or Accidental Permanent Page 8 of 23 Total Disability, if opted, or diagnosis of Critical Illness, if opted, whichever occurs first.

**w)** 'Scheme Rules ' shall mean the rules adopted by the Policyholder and approved by the Company to run the scheme under Bajaj Allianz Group Credit Protection Plus to provide the Life Insurance Cover to the Member, 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.

**x)'Single Premium'** shall mean the amount that is payable by the Policyholder at Entry Date of each Member to secure Benefits as per Section 4 below in case Single Premium payment option has been chosen by the Member under this Policy.

**y)'Sum Assured'** shall mean the amount of Life Insurance Cover as per the Schedule of Insurance effective as on the date of assured event.. The Sum Assured may be a level amount or a reducing amount starting from the Entry Date.

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 issued under a non-linked, non-participating group term assurance plan with option for a Member to pay Single Premium or Regular Premium.
- b). The Policyholder shall hold the Policy and all benefits payable Hereunder in accordance with the Scheme Rules and shall be for the benefit of the Beneficiary and the Policyholder shall have no beneficial interest Hereunder.
- c). In case of death of the Member or the first death of either of the Member or Joint Member, as applicable, when no Beneficiary has been nominated in the Membership Register or all nominated Beneficiaries have predeceased the Member or Joint Member, as applicable, then benefit under Section 4 shall be payable to the legal heirs of the Member.

d). The Policy does not in any way confer any right whatsoever on the Policyholder to otherwise share in the profits or surplus of the business of the Company.

#### 4. <u>Benefits</u>

4.1 Provided all due Premiums have been paid before the expiry of the Grace Period and Membership of Member/s is not lapsed per Section 9 below, the Company shall be liable to pay the following benefits to the Beneficiary subject to Section(11), Section(14) and Section (15) below.

#### (a)Death Benefit

On Death of a Member or on first death of Member or Joint Member, as applicable, before the Maturity Date, the Sum Assured as per the Schedule of Insurance for which the Member/s is/are assured shall be payable and the Membership of the Member/s shall terminate.

#### (b) Accidental Permanent Total Disability (APTD) Benefit

If Accidental Permanent Total Disability benefit option has been opted for under the Policy then on Accidental Permanent Total Disability of Member or on the first Accidental Permanent Total Disability of Member or Joint Member , as applicable, before the Maturity Date, an amount equal to the Sum Assured as per the Schedule of Insurance for which the Member/s is/are assured shall be payable and the Membership of the Member/s shall be terminated.

## (c) Accelerated Critical Illness (ACI) Benefit

If Accelerated Critical Illness benefit option has been opted for under the Policy then on diagnosis of any of the Critical Illness as defined in Section (2e) of Member or on first diagnosis of Critical Illness of the Member or Joint Member, as applicable, before the Maturity Date, an amount equal to the Sum Assured as per the Schedule of Insurance for which the Member/s is/are assured shall be payable and the Membership of the Member/s shall be terminated.

## 4.2 Maturity Benefit

No maturity benefit shall be payable on the survival of the Member or Joint Member, as applicable, to the Maturity Date.

## 4.3 Surrender Benefit

The Member/s through Policyholder may surrender the Life Insurance Cover under the Policy by giving at least 3 months prior written notice to the Company. On the complete surrender of the Life Insurance Cover under the Policy, the following provision shall be applicable:

i) In case of Regular Premium payment option, no surrender value is payable .

ii) In case of Single Premium payment option, the membership can be surrendered anytime after completion of at least 12 months of membership.

The Surrender Value for Single Premium payment option is higher of Special Surrender Value or Guaranteed Surrender Value.

The Guaranteed Surrender Value is as per Annexure J.

The Company shall declare a Special Surrender Value also.

# 4.4 Payments of Benefits

The Benefits under this Policy shall be paid to the Beneficiary through the Policyholder for the benefit of the Beneficiary and the Policyholder agrees to pass on those Benefits to the Beneficiary.

# 4.5 Mode of payment of Claim, Currency and Discharge

All moneys payable to or by the Company Hereunder shall be paid in Indian Rupees and the Life Insurance Cover effected Hereunder shall also be expressed in Indian Rupees. A discharge or receipt of the Policyholder or on their behalf of

any person or persons duly authorized in writing by the Policyholder shall be a valid and sufficient discharge to the Company in respect of any payment due Hereunder and paid by the Company. The Policyholder hereby agrees to indemnify and hold the Company free and harmless from and against any claims, disputes or losses which may arise in connection with any payment made by the Company through the Policyholder under this Policy.

## 5 <u>Eligibility</u>

The Life Insurance Cover on the life of Member shall commence on the Entry Date of such Member subject to him being eligible and continuing to be eligible for the Life Insurance Cover as per the Scheme Rules and subject to the individual underwriting as deemed necessary by the Company. Every Member shall become entitled to the Benefits under this Policy as from the Entry Date and for so long as he continues to be eligible for the Life Insurance Cover as per the Scheme Rules and the terms of the Policy. Any variations in the Policy Terms and Conditions effected hereunder and in respect of membership, after the Policy Commencement Date, shall be given effect only by endorsements and by a signature of a duly authorized Officer of the Company.

## 6. Nomination

Every Member/s shall nominate a Beneficiary to whom the benefit, incase of death of the Member or the first death of either of the Member or Joint Member, as applicable, shall be payable as per the Scheme Rules. The nomination shall be recorded in the Membership Register maintained by the Policyholder.

## 7. <u>Loans</u>

No Loans are available under this Policy.

# 8. <u>Payment of Premium</u>

a) Premiums in respect of all the Member are payable on Entry Date and on subsequent Premium Due Dates or within the Grace Period allowed (in case of Regular Premium option) without there being any obligation on the Company to notify the Policyholder and/or the Member of the due dates.

b) Where the Regular Premiums due have not been paid on the Premium Due Dates or even during the Grace Period, in respect of a Member, the Membership

under the Policy shall be subject to the Non Forfeiture condition as per Section 9 below.

c)The frequency of the Regular Premium payment may be changed by giving written notice to the Company subject to the Company agreeing to the change and the minimum Premium requirements by the Company. Regular Premium may be paid at regular intervals on an annual, half-yearly, quarterly or monthly basis.

## 9. <u>Non-forfeiture</u>

- a). In the event of non-payment of Regular Premium due in respect of Member under the Policy before the expiry of the Grace Period, the Life Insurance Cover for the Member under the Policy ceases.
- b). At the expiry of the revival period of 2 years as mentioned in Section 10 below, if the Life Insurance Cover were not reinstated, the Membership in the group would be terminated and no residual benefit shall be payable to the Member on such termination.
- c). On foreclosure of loan or transfer of loan to another financial institution by the Member/s there is an option to continue the Life Insurance Cover or Surrender the Membership. On surrender of Membership the surrender value, if any, will be payable as per Section 4.3 and the Membership will terminate automatically.
- d). The Policyholder and the respective Member shall be responsible to intimate the Company about the foreclosure of loan or transfer of loan to other financial institutions by the Member.

# 10. <u>Revival</u>

A Policy or Membership, which has lapsed due to non-payment of Regular Premium before the expiry of the Grace Period, may be revived subject to the following conditions;

- i). The Membership of the Member continues in the group.
- ii). The application for revival of Life Insurance Cover is made within 2 years from the due date of the first unpaid Regular Premium and before the Maturity Date in respect of that Member/s of the Policy;
- iii). The arrears of Regular Premiums together with interest compounded half-yearly at such rate as decided by the Company from time to time is paid.

- iv). The revival of the Life Insurance Cover may be on terms different from those applicable to the Member before it lapsed based on prevailing underwriting norms of the Company.
- v). The revival of Life Insurance Cover will take effect only on it being specifically communicated by the Company to the Policyholder.

#### 11. When the Life Insurance Cover ceases for a Member

The Life Insurance Cover on the life of a Member shall cease on the happening of any of the following events: -

- a. The date on which the Policyholder terminates the Policy.
- b. The date on which the Member is no more eligible to be Member of the group as per Scheme Rule.
- c. On the earlier occurance of death or Accidental Permanent Total Disability, if opted or Critical Illness, if opted of the Member or either of the Member or Joint Member, as applicable,.
- d. On reaching the Maturity Date.
- e. On non payment of Regular Premium before the expiry of the Grace Period.
- f. On surrender of membership by the Member.

## 12. <u>Waiver</u>

Failure or neglect by the Company to enforce at anytime the provisions of this Policy shall not be construed or be deemed to be either a waiver of the Company's right Herein nor in anyway affect the validity of the whole or any part of this Policy nor prejudice the Company's right to take subsequent action.

## 13. 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.

## 14. Payment of Claim

Upon death or on Accidental Permanent Total Disability (APTD), if APTD cover has been opted, or on diagnosis of Critical Illness (CI), if Accelerated Critical Illness benefit has been opted, the benefit under Section 4.1 becomes payable to the Beneficiary through the Policyholder subject to the terms and conditions of

the Policy and the Company's right to receive all information and documentation sought which includes but not limited to following:

## A) General documents

- (a) Certificate of Insurance issued by the Company.
- (b) Medical records from the physician last seen.
- (c) Certificate of Hospital Treatment
- (d) Discharge summary / Discharge card from the hospitals/ clinics where LA had taken treatment. Any other document that may be relevant in establishing the validity of the claim.

# B) Additional documents in case of :

# (i) Death

- (a) Claim intimation in writing within 180 days of occurrence of the death
- (b) Death Certificate issued by the local municipal authority and medical cause of death
- (c) Coroner's / Post Mortem Report / FIR (First Information Report) / PIR (Police Inquest Report) / Final Inquest Report in case of unnatural / accidental death.
- (d) Copy of crematorium/ burial record specifying the date, day and time of cremation/burial.
- (e) Documents to establish right of claimant in case of no valid nomination being in existence at the time of death.
- (f) Report from police in case of Accident/ unnatural death

# (ii)Accidental Permanent Total Disability (APTD)

- (a) Claim intimation in writing within 60 days of occurrence of the accident.
- (b) Full scale photographs in case of amputations
- (c) FIR & news paper report about the incident
- (d) Certificate of Hospital treatment / Discharge Summary
- (e) A certificate of disability from an Orthopedic surgeon / Ophthalmologist (for loss of eye)

# (iii) Critical Illness

(a) For Accelerated Critical Illness benefit, the diagnosis of any of the Critical Illness to be confirmed by a registered Medical Practitioner appointed by

the Company and must be supported by acceptable clinical, radiological, histological and laboratory evidence at Policyholder's cost.

- (b) The Company should be intimated about the diagnosis of the Critical Illness within 60 days from the date of its diagnosis
- (c) Special Medical assessment reports as required by the company from Neurologists or any other specialized medical practitioner.

The benefit amount as per Section 4.1 shall be sent by the Company to the Policyholder in the name of the Beneficiary. Once the Company has made the payment to the Policyholder, the Policyholder is completely responsible to hand over the entire amount paid by the Company to the Beneficiary and the Company shall not have any further responsibility in respect of such payment. The Policyholder Hereby agrees that it is only handling the payment to the Beneficiary on behalf of the Company and that it is not entitled to receive any payment under this Policy.

#### 15. Exclusions

(i) No death claim will be payable in case an act of suicide by a Member or Joint Member, as applicable is committed within one year from the Entry Date or Revival of Membership/Life Insurance Cover. It is not necessary that death due to suicide must be within one year from the Entry Date or Revival of Membership/Life Insurance Cover. It is sufficient if death occurs due to reasons attributable to the act of suicide committed within one year from the Entry Date or Revival date.

(ii) If APTD benefit has been opted, then in case of Accidental Permanent Total Disability(APTD) (herein below referred as Disability) of a Member or Joint Member, as applicable, the APTD benefit, under Section 4.1(b) shall not be payable if APTD is directly or indirectely caused by, related to or arises from any of the following cases :

- a) Disability as a result of the Member or Joint Member, as applicable, committing any breach of law;
- b) Disability as a result of war, invasion, civil war, rebellion or riot;
- c) Disability as a consequence of the Member or Joint Member, as applicable, being under the influence of alcohol or drugs other than in accordance with the directions of a registered medical practitioner;

- d) Disability as a result of the Member or Joint Member, as applicable, taking part in any naval, military or air force operation;
- e) Disability as a result of the Member or Joint Member, as applicable, participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- f) Disability as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger on a civilian airline plying on regular routes and according to a scheduled timetable;
- g) Disability as a result of attempted self injury whilst sane or insane;
- h) Disability as a result of failure to seek or follow medical advice.

(iii) If ACI benefit has been opted, then in case of Critical Illness (CI) of a Member or Joint Member, if applicable , the ACI benefit, under Section 4.1(c) shall not be payable if CI is directly or indirectly caused by, related to or arises from any of the following cases :

- a) Any critical illness which existed at or occurred within 6 months of the Entry Date or the date of Revival.
- b) The Member or Joint Member, as applicable, committing or attempting to commit a criminal act whether alone or with others;
- c) AIDS, any AIDS related illness or HIV infection;
- d) The Member or Joint Member, as applicable, actual or attempted self injury whilst sane or insane;
- e) War, invasion, civil war, rebellion or riot;
- f) The Member or Joint Member, as applicable, being under the influence of alcohol or drugs other than drugs prescribed by and taken in accordance with the directions of a registered medical practitioner;
- g) The Member or Joint Member, as applicable, participation in any naval, military or air force operation or participation in any dangerous or hazardous sport, competition or riding or driving in any form of race or competition;
- h) The Member or Joint Member, as applicable, participation in aviation, gliding or any form of flight other than as a fare paying passenger on a civilian airline plying on regular routes and according to a scheduled timetable;

- i) The Member or Joint Member, a sapplicable, failure to seek or follow medical advice;
- j) A congenital condition of the Member or Joint Member, as applicable.

# 16. General Conditions

- (a) The Company reserves the right to vary from time to time the Policy Terms and Conditions of this Policy for new Members upon sending to the Policyholder three months prior notice in writing, of its intention to do so and any such variations will thereafter apply as may be so provided in such notice of variation.
- (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 Life Insurance Cover 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. Such of the Policyholder's records in original (or certified Photostat copies thereof) as in the opinion of the Company have a bearing on the benefits to be provided or the Regular Premium or Single Premium payable hereunder shall be open for inspection by the Company at all times.
- (c) 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 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 Life Insurance Cover 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. In case of any discrepancy between the provisions of the Scheme Rules and the Policy Terms and Conditions, the provisions as contained in the Policy Terms and Conditions shall prevail.

- (d) It is hereby further expressly agreed between the Policyholder and the Company that all disputes of any kind whatsoever which may arise under or in connection with this Policy shall be submitted to the appropriate Court or Courts having jurisdiction over the Pune, India.
- (e) The Company shall have right to stop adding any new Member under the Policy by sending not less than 90 day's advance notice in writing.

#### 17. <u>Taxes</u>

In any case where the Company is liable to the Revenue Authorities for Income -Tax or any other taxes or duties or any payments made under this Policy, the Company shall charge such sums from the respective payment or Regular Premium or Single Premium and the Company shall not be liable to the Member/s or to the Policyholder for the sums so deducted. The Company shall be entitled to charge Service Tax and other taxes as applicable from time to time, and no separate communication shall be sent by the Company to the Policyholder and/or the Member/s regarding imposition of any new tax or change in the rate of existing taxes. Premium, Single or Regular shall be excluding applicable taxes.

#### 18. 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 Policyholder/Member:

As per the details specified by the Policyholder/Member in the Membership Register/Schedule or , change of address intimation submitted by him to the Company. Notice and instructions shall be deemed 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 411006

Bajaj Allianz Group Credit Protection Plus UIN: 116N094V01 Tel: 66026777 Fax: 66026789

Email: life@bajajallianz.co.in

#### 19. Non-disclosure & Fraud

- a) If the Policyholder has either not disclosed all facts or has misrepresented facts (in the proposal form, revival application, if any, or any other statements or declarations) relevant to all persons proposed to be insured that may have affected the Company's decision to issue the Policy, or cover to any Member or its price, terms, conditions and exclusions, 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 Regular Premium/ Single Premium under the Policy.
- b) If the Policyholder 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 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 Regular Premium/Single Premium shall be made.

#### 20. Grievance Redressal and Ombudsman

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 - 411006

Contact No:\_ Toll Free No. 1800225858

<u>By Fax</u> : 020-6602-6789

By Email : life@bajajallianz.co.in

2. 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 - 411006.

Page 20 of 23

Contact No:\_\_\_

Email ID: \_\_

- 3. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to:
  - Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
  - Delay in settlement of claim
  - Dispute with regard to premium
  - Non-receipt of your insurance document

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 <u>http://www.irdaindia.org/ins\_ombusman.htm</u>

- 4. 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.
- 5. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
  - only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
  - within a period of one year from the date of rejection by the insurer
  - if it is not simultaneously under any litigation.

# 21. 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.

**22.** These Policy Terms and Conditions override and supersede all prior communications, arrangements, agreements and understandings between the Policyholder and Bajaj Allianz Life Insurance Company Limited. 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.

All communications in relation to this policy shall be addressed to. Bajaj Allianz Life Insurance Company Ltd.,

Dated at	this	Day of	20 .
----------	------	--------	------

For and behalf of Bajaj Allianz Life Insurance Company Ltd

Authorized Signatory

# Membership Register

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

			Age	Gender	Name	Age of	Gender	Entry	Maturity	Premium		Level or	Sum	Accidental	Accelerat	Nam	Memh
Sr. No.	Unique ID			Gentael	of the	the Joint	of the	Date	2	Due date		Reducing		Permanent	ed	e &	ership
		Name of the			Joint Member	Member (if	Joint Member				Single	Cover		Total Disability	Critical Illness		
		Member			(if opted	opted)	(if				Premium Amount			opted(Yes/ No)		ip of Benef	
							opted)							100)	. ,	iciary	
1																	
2																	
3																	
4																	