

**Policy Terms and Conditions**

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

*issued under*

**Bajaj Allianz Group Leave Encashment Scheme**

*for the*

Employees of (name of the policyholder's scheme) Scheme of

(policyholder name)

**Schedule**

<b>Policy no.</b> <b>UIN :</b>	
<b>Policyholder</b>	
<b>Registered Office Address</b>	
<b>Policy Commencement Date</b>	
<b>Additional Rider Benefit (Optional)</b>	1. Group Accidental Death Benefit Rider. 2. Group Accidental Permanent Total/Partial Disability Benefit Rider.
<b>Regular Contribution Due Date</b>	
<b>Frequency of Regular Contribution payment</b>	
<b>Life Insurance Premium Rate</b>	Rs. k per thousand Sum Assured, separately for death cover and rider cover, reviewable effective from each Annual Renewal Date
<b>Scheme Administration Fee</b>	i) Upto 2% of Regular Contribution net of Life Insurance Premium as and when Contribution is paid. ii) Upto 1.2% of Running Account at the end of the each financial year depending on the size of the fund under management, after adjusting the account value for the Investment Returns.
<b>Annual Renewal Date</b>	

\_\_\_\_\_ (Hereinafter called the "Policyholder") have by a written Proposal Form dated \_\_\_\_\_ requested the **Bajaj Allianz Life Insurance Company Limited** (Hereinafter called the "Insurer") to grant the benefits of Life Insurance Cover and deposit administration, under Bajaj Allianz Group Leave Encashment Scheme and as per the Scheme Rules of the (*.....name of the scheme....*) Scheme of the Policyholder (certified copy of which has been furnished to the Insurer 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 Insurer 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 the Policy hereunder is being effected. The Policyholder and the Insurer have accepted and agreed that the said Proposal Form, certified copy of the Scheme Rules along with other statements signed by the Policyholder and reports or other documents leading to the issuance of this Policy shall be the basis of the contract of the insurance.

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, the Life Insurance Cover in respect of such Member shall be void.

Dated at **PUNE** this \_\_\_ Day of \_\_\_\_\_ 20..

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

Authorised 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 and the following expressions shall unless repugnant to the context have the following meanings;

- a) '**Annual Renewal Date**' shall mean the annual anniversary of the Policy Commencement Date in each Policy Year.
- b) '**Beneficiary**' shall mean the person or persons who has / have been appointed by the Member as the nominee or nominees and whose name/ names have been entered in the Membership Register kept by the Policyholder as being eligible under the Scheme to receive the benefits payable under the Policy on the death of the Member.
- c) '**Entry Date**' shall mean the Policy Commencement Date in relation to the Members already existing as Members under the Scheme on the Policy Commencement Date and in relation to the new Members the date when their names are recorded by the Policyholder in the Membership Register as a Member after due written approval from the Insurer.
- d) '**Fund**' means investment fund created as per Section 11 below to manage the contribution under Bajaj Allianz Group Leave Encashment Scheme.
- e) '**Grace Period**' shall mean a period of 15 days for monthly frequency of Regular Contribution payments and one month (not less than 30 days) for other frequency of Regular Contribution payments, following the Regular Contribution Due Date (specified in the Schedule) allowed for the payment of

Regular Contribution and after which the Life Insurance Cover will automatically lapse if any due Regular Contribution remains unpaid.

- f) **'Initial Contribution'** is the amount payable by the Policyholder to the Insurer towards the Policyholder's accrued liabilities in respect of all Members as at the Policy Commencement Date.
- g) **'Insurer'** shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.
- h) **'Investment Return'** is the annualized rate of return on the Fund as determined by the Insurer as per its valuation of the Fund according to Section 11.2 below. The Investment Return of the Fund shall be declared and credited to the Running Account at the end of each financial year.
- i) **'Life Insurance Cover'** means the assurance cover provided against the risk of death to each Member and the Additional Rider Benefit as per Section 4.1(e) below, if opted so, under this Policy.
- j) **'Life Insurance Premium'** shall mean the amount deductible upfront from the Regular Contribution paid by the Policyholder in respect of each Member on each Regular Contribution Due Date, to continue the Life Insurance Cover on the life of each individual Member including the Additional Rider Benefit specified in Clause 4.1(e), if any.
- k) **Market Value Adjustments** is the ratio of the market value of the Fund to the value of the Fund valued on the basis as prescribed by IRDA's rules and regulations for non-linked funds as applicable from time to time.
- l) **'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 by the Policyholder in the Membership Register as a Member after due written approval from the Insurer and on whose life the Life Insurance Cover under this Policy has been effected.
- m) **'Membership Register'** is a record of Members maintained by the Policyholder which contains information about Members including but not limited to any unique identification number of the Member, name, age, gender, Entry Date, length of service as at Entry Date, Normal Retirement Date, Beneficiary and Sum Assured.
- n) **'Policy'** means the arrangements established by the Policy Terms and Conditions.
- o) **'Policyholder'** means the person or entity named as the policyholder in the Schedule.
- p) **'Policy Commencement Date'** shall mean the date from which this Policy takes effect.

- q) **'Policy Terms and Conditions'** means this policy wording, the Terms and Conditions of the Additional Rider Benefits, if any, as specified in the Schedule, the Schedule (which is attached herewith and forms part of this Policy and if revised then the latest one), any Annexure and the Policyholder's statements in 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 Insurer 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) **'Regular Contribution'** is the amount payable by the Policyholder to the Insurer at regular intervals for the continuation of the Life Insurance Cover and to fund the leave encashment liability accruing towards the employees of the Policyholder as per Scheme Rules.
- t) **'Normal Retirement Date'** is the date specified in the Membership Register for each Member on which the Member is expected to retire from service.
- u) **'Running Account'** is the accumulated value of all the Initial Contributions and Regular Contributions received net of Life Insurance Premium and Rider premium, if any, at the rate of Investment Return, as declared by the Insurer at the end of each financial year, less the Scheme Administration Fee as appearing in the Schedule.
- v) **'Scheme Rules'** shall mean the rules of the Group Leave Encashment Scheme adopted by the Policyholder, and approved by the Insurer and a certified copy of which has been furnished to the Insurer by the Policyholder.
- w) **'Sum Assured'** is an amount as recorded in the Membership Register, representing Life Insurance Cover provided to the Member and based on which Life Insurance Premium is calculated by multiplying it with the Life Insurance Premium Rate as appearing in the Schedule, which is reviewable effective from each Annual Renewal 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) On the Policy Commencement Date the Insurer shall open a Running Account and all the Initial Contributions and subsequent Regular Contributions net of Life Insurance Premium shall be credited to the Running Account subject to deduction of the Scheme Administration Fee specified in the Schedule.

- (b) At the end of each financial year the Insurer will credit the Investment Return less the Scheme Administration fee specified in the Schedule to the Running Account.
- (c) The Investment Return will be credited proportionately to the Running Account for a fraction of a year in case the Policy Commencement Date falls during the financial year or any Regular Contribution has been paid during the financial year.
- (d) The Life Insurance Premium shall be deducted upfront from the Regular Contribution payable at the Policy Commencement Date and at subsequent Regular Contribution Due Dates before allocating it to the Running Account.
- (e) The Life Insurance Premium for each individual Member shall be calculated at the Life Insurance Premium Rate specified in the Schedule which is reviewable effective from each Annual Renewal Date as appearing in the Schedule and the Sum Assured as recorded in the Membership Register for which the individual Member is assured.

#### **4. Benefits**

##### **4.1. When the benefits become payable**

###### **(a) On Death of a Member :**

On the death of a Member whilst in service with the Policyholder before the Normal Retirement Date the death benefit equal to the amount of Sum Assured, subject to Section (9) below, plus the encashment of earned leave/medical leave to the credit of the Member calculated in accordance with the Scheme Rules, shall be sent to the Policyholder in the name of the Beneficiary for the Policyholder to give to the Beneficiary and if no Beneficiary has been named in the Membership Register or if all Beneficiaries have predeceased the Member then to the legal heirs notified by the Policyholder subject to Section (14) and Sub Section (4.6) below.

###### **(b) On Retirement of a Member :**

On the retirement of a Member on the Normal Retirement Date or on early retirement due to ill health, the benefit equal to the encashment of earned leave/medical leave to the credit of the Member calculated in accordance with the Scheme Rules shall be sent to the Policyholder in the name of the Member for the Policyholder to give to the Member subject to Section (14) and Sub Section (4.6) below.

**(c) On Resignation or Termination of Service :**

On the resignation or termination of service of a Member, the benefit equal to the encashment of earned leave/medical leave to the credit of the Member calculated in accordance with the Scheme Rules or as agreed to in the Scheme Rules shall be sent to the Policyholder in the name of the Member for the Policyholder to give to the Member subject to Section (14) and Sub Section (4.6) below.

**(d) Termination of Policy**

The Policyholder may terminate the Policy by giving at least three months prior written notice to the Insurer. On termination of the Policy, the Running Account subject to the Market Value Adjustment as applicable on the date of such closure, less the Surrender Penalty as per Section 4.2 below, shall be paid to the Policyholder.

**(e) Additional Rider Benefit**

The payment of Additional Rider Benefits shall be governed by the Terms and Conditions of the respective Additional Rider Benefit as opted by the Policyholder and as appearing in the Schedule herein above.

**4.2. Surrender Penalty**

If the Policy is terminated or membership is terminated as per Section 4(c) above within two years from the Policy Commencement Date, the following surrender penalty shall be deductible from the Running Account .

**(a)** If the Policy is terminated within one year from the Policy Commencement date, 5% of first year's Regular Contribution in respect of the terminated Member.

**(b)** If the Policy is terminated after one year but before completion of two years from the Policy Commencement Date, 2.5% of first year's Regular Contribution in respect of the terminated Member

**(c)** If the Policy is terminated after two years from the Policy Commencement Date, no surrender penalty shall be applicable.

**4.3. Interim Investment Return**

If the Policyholder terminates the Policy , before the completion of a financial year, then subject to the deduction per Sections 4.2 above, the Running Account as at the beginning of the current financial year shall be increased, for the elapsed duration in completed months in the current financial year, at the rate of Interim Investment Return as declared by the Insurer at the beginning of the current financial year, keeping in view the Insurer's assessment of the expected rate of Investment Return in the following financial year.

#### **4.4. Payments of Benefits**

The benefits under this Policy shall be sent to the Policyholder in the name of the Member or the Beneficiary as the case may be for the benefit of a Member or in case of death, for the benefit of the Beneficiary.

#### **4.5. Mode of payment of Claim, Currency and Discharge**

All moneys payable to or by the Insurer hereunder shall be paid in Indian Rupees and the Life Insurance Cover affected hereunder shall also be expressed in Indian Rupees. A discharge or receipt of the Policyholder or on their behalf by any person or persons duly authorized in writing by the Policyholder shall be a valid and sufficient discharge to the Insurer in respect of any payment due hereunder and paid by the Insurer. The Policyholder hereby agrees to indemnify and hold the Insurer free and harmless from and against any claims, disputes or losses which may arise in connection with any payment made by the Insurer through the Policyholder under this Policy.

#### **4.6. Maximum Liability of Insurer:**

The maximum liability of the Insurer at any point of time shall be to the extent of the value of the Running Account. However in case of complete surrender of the Policy or on early termination of the membership before the Normal Retirement Date the Insurer's liability shall be further reduced by the amount of Surrender Penalty and any applicable Market Value Adjustment. Any shortfall in the value of Running Account, due to any reason, to meet the Policyholder's liability shall be borne by the Policyholder. The benefit payable for Life Insurance Cover shall not be subject to this maximum liability limit of the Insurer.

#### **5. Eligibility:**

The Life Insurance Cover on a Member's life shall commence on the Entry Date subject to him being eligible and continuing to be eligible for the Life Insurance Cover as per the Scheme Rules and Section 9 and subject to individual underwriting as deemed necessary by the Insurer. 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 authorised officer of the Insurer

#### **6. Nomination:**

Each individual Member shall nominate a Beneficiary to whom the death benefit of the Member shall be payable as per the Scheme Rules. The nomination shall be recorded in the Membership Register maintained by the Policyholder. The death benefit amount as per Section 4.1)a) shall be sent by the Insurer to the



Policyholder in the name of the Beneficiary. Once the Insurer has sent the payment to the Policyholder, the Policyholder is completely responsible to give the entire amount sent by the Insurer to the Beneficiary and the Insurer 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 Insurer and that it is not entitled to receive any payment under this Policy. The Policyholder hereby agrees to indemnify and hold the Insurer free and harmless from and against any claims, disputes or losses which may arise in connection with any payment made by the Insurer through the Policyholder under this Policy.

**7. Regular Contribution:**

- (a) Regular Contributions are payable on Regular Contribution Due Dates as specified in the Schedule without any obligation on the Insurer to issue a notice for the same.
- (b) If the Regular Contribution (which includes Life Insurance Premium as well), is not paid before the expiry of the Grace Period, the Life Insurance Cover will be subject to the provision of Section 9(b) below.
- (c) The frequency of the Regular Contribution may be changed by giving written notice to the Insurer subject to the Insurer agreeing to the change and the minimum contribution requirements by the Insurer. Regular Contribution may be paid at regular intervals on an annual, half-yearly, quarterly or monthly basis.

**8. Loans:**

No loans are available under this Policy.

**9. Non-forfeiture:**

- (a) If any Regular Contribution is not paid in full before the expiry of the Grace Period, the Life Insurance Cover shall lapse and further if the lapsed Life Insurance Cover has not been reinstated as per Section 10 below, the Running Account, subject to Market Value Adjustment at the time of expiry of revival period less any Surrender Penalty per Section 4.2 shall be closed and be paid and the Policy shall be terminated.
- (b) If the Regular Contribution is not paid in full before the expiry of the Grace Period, the Life Insurance Cover shall lapse but the Insurer shall keep on crediting the Investment Return to the Running Account net of the Scheme Administration Fee till the expiry of the revival period of two years from the due date of the first unpaid Regular Contribution.

## **10. Revival/Reinstatement**

The Policyholder shall have option to reinstate the Life Insurance Cover at any time during the revival period of two years from the due date of the first unpaid Regular Contribution subject to the Policyholder paying all the Regular Contributions due for the period during which the Policy had lapsed and the Member satisfying the underwriting requirements of the Insurer.

## **11. Investment of the Fund**

**11.1.** The Insurer shall create a separate Fund for the Policies issued under Bajaj Allianz Group Leave Encashment Scheme and selection of the underlying investments of such Fund shall be such as the Insurer, in its sole and absolute discretion, may from time to time determine and it is further provided that the assets of such Fund would comprise in such proportion as that stipulated for the controlled fund in the Insurance Regulatory and Development Authority's rules and regulations on investments as amended from time to time.

**11.2.** The Investment Return on the Fund shall be as determined by the Insurer at the end of each financial year by valuing the Fund using the valuation method prescribed by the Insurance Regulatory and Development Authority rules and regulations on investments of non-linked fund as amended from time to time.

**11.3.** All assets relating to the Fund shall be and shall remain in the absolute beneficial ownership of the Insurer. There is no trust created, whether expressly or impliedly, by the Insurer in respect of the assets or investments.

## **12. When the Life Insurance Cover ceases for a Member**

The Life Insurance Cover on the life of a Member shall terminate on the occurrence of the first of the following events: -

- a. The date on which the Policyholder terminates the Policy.
- b. The date on which the Member ceases to be a Member of the Scheme.
- c. The date on which the Member completes the age of 70 years.
- d. The Normal Retirement Date of the Member.
- e. If Life Insurance Cover has lapsed as per Section 9(b) above.
- f. On the death of the Member.

## **13. Waiver:**

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

**14. Payment of claim:**

Before any death claim becomes payable due to the death of a Member, the Insurer shall be entitled to receive all information and documentation sought which includes but is not limited to the following:

- (a) Membership certificate issued by the Policyholder.
- (b) Claim intimation should be received in writing within 180 days of occurrence of the death event.
- (c) Death certificate issued by the local municipal authority and the medical cause of death certification.
- (d) Medical records from the physician last seen.
- (e) Coroner's / post mortem report / FIR (First Information Report) / PIR (Police Inquest Report) / Final inquest report in case of unnatural / accidental death.
- (f) Copy of crematorium/burial record specifying the date, day and time of cremation/burial.
- (g) Documents to establish right of the claimant in case of no valid nomination being in existence at the time of death.
- (h) Report from police in case of accident/unnatural death.
- (i) Any other document that may be relevant in establishing the validity of the claim.

**15. General Conditions:**

- (a) The Insurer reserves the right to revise the Life Insurance Premium effective from the Annual Renewal Date without giving any advance notice for that and also reserves the right to vary from time to time the Policy Terms and Conditions of this Policy and the Schedule upon sending to the Policyholder three months previous 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 Insurer all such data, information or evidence as the Insurer may reasonably require upon or with regard to any matter affecting the Life Insurance Cover effected or to be effected herein under and the Insurer 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 Insurer have a bearing on the benefits to be provided or the Premiums payable hereunder shall be open for inspection by the Insurer at all times.
- (c) It is Hereby expressly agreed between the Policyholder and the Insurer 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 Life Insurance Cover effected hereunder, shall become effective only if the said amendments are approved in writing by the Insurer on such terms as the Insurer 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 Insurer 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 Insurer.

- (d) It is hereby further expressly agreed between the Policyholder and the Insurer 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 subject matter in Pune, India.
- (e) The Insurer shall have the right to terminate the Policy by sending not less than 90 day's notice in writing, expiring on the Annual Renewal Date.

#### **16. Taxes**

In any case where the Insurer is liable to the revenue authorities for income -tax or any other taxes or duties or any payments made under this Policy, the Insurer shall deduct such sums from the respective payment and the Insurer shall not be liable to the Member or to the Policyholder for the sums so deducted.

#### **17. 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/Member in the Membership Register or change of address intimation submitted by him to the Insurer. 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 Insurer shall not be responsible for any consequences arising out of non-intimation of change of address.

- (b) In case of the Insurer:

Bajaj Allianz Life Insurance Company,  
GE Plaza, Airport Road,  
Yerawada,  
Pune 411006  
Tel: 66026777

Fax: 66026789

Email: [life@bajajallianz.co.in](mailto:life@bajajallianz.co.in)

### **18. Free Look Period**

Within 15 days of the receipt of this Policy, the Policyholder may, if dissatisfied with it for any reason, give the Insurer a written notice of cancellation along with reasons for the same, and return the Policy Document to the Insurer, subject to which the Insurer shall send the Policyholder a refund comprising the contributions paid less the expenses incurred on stamp duty charges.

All communications in relation to this Policy shall be addressed to Bajaj Allianz Life Insurance Company Ltd., GE Plaza, Airport Road, Yerwada, Pune-411006

### **19. Grievance Redressal:**

For any assistance pertaining to the Policy servicing, the Policyholder may contact any nearest Customer Care Center during our office hours 9 am to 6 pm. alternatively, the Policyholder may communicate with the Insurer:

By post at:

Customer Care Desk

Bajaj Allianz Life Insurance Company Ltd.

GE Plaza, Airport Road,

Yerawada,

Pune – 411006

By Fax: 020 -66026772

By Phone: 020 -66026777 (Ext 741)

By Email: [life@bajajallianz.co.in](mailto:life@bajajallianz.co.in)

### **Grievance Redressal Committee**

The Insurer is concerned about the grievances of its policyholders and has a grievance redressal mechanism in place for quick and satisfactory resolution of grievances. Any grievance or complaint or dispute or suggestions in respect of this Policy or on the functioning of the office may be sent to the above email address/fax/phone or by post addressed to:

Grievance Redressal Officer

Bajaj Allianz Life Insurance Company Ltd.

GE Plaza, Airport Road,

Yerawada,

Pune – 411006

**20. Ombudsman:**

To attend to grievance of the policyholders with respect to their Insurance Policies, Central Government has established offices of insurance ombudsman. The details of ombudsman are available on the IRDA website at [www.irdaonline.org/ombudsmanlist.htm](http://www.irdaonline.org/ombudsmanlist.htm) and also at Bajaj Allianz website – <http://www.bajajallianz.co.in>

**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 Insurer

Authorised Signatory

### Membership Register

Members of ----- as at -----  
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Sr. No.	Name of the Member	Age/ Gen der	Uniq ue ID	Entry Date	Retireme nt Date	Annual Premium	Sum Assured	Name & Relations hip of Beneficiar y	Membershi p Status/Exit Date
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