

Policy Terms and Conditions

Group Policy No. _____

issued under

Bajaj Allianz Group Superannuation Secure

for the

Employees of

_____ (policyholder name) _____

Schedule

Policy no.	
Product Name	Bajaj Allianz Group Superannuation Secure
UIN	
Policyholder	
Registered Office Address	
Policy Commencement Date	
Contribution Due Date	
Frequency of Contribution payment	
Option selected - Account selected	<<Option 1 - Pooled Account >> <<Option 2 - Individual Account >>
Scheme Administration Fee	1. x% of the Contribution as and when paid subject to a maximum of Rs. 100,000 and 2. 1% p.a. of Pooled Account Value/Individual Account Value after adjusting the Account for Guaranteed Interest Rate (GIR) and Additional Interest Rate(AIR) at the end of each financial quarter.
Annual Renewal Date	

The Policyholder has by a written Proposal Form dated _____ requested the Company to grant the benefits of deposit administration, under Bajaj Allianz Group Superannuation Secure 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. A certified copy of the Scheme Rules has been furnished to the Company 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 the Policy hereunder is effected. The Policyholder and the Company have accepted and agreed that the said Proposal Form, a 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 this contract. 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)

Authorised Signatory

It is now agreed and declared as follows:

1. 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) '**Account**' shall mean either the Individual Account or the Pooled Account, as specified in the Schedule.
- b) '**Additional Interest Rate (AIR)**' shall mean the annualized rate of return declared by the Company at the start of each financial quarter and credited to the Account at the end of such financial quarter after crediting the Account with the Guaranteed Interest Rate (GIR).
- c) '**Annual Renewal Date**' shall mean the annual anniversary of the Policy Commencement Date in each Policy Year.
- d) '**Beneficiary**' shall mean the person who has been appointed by the Member as the nominee and whose name has been entered in the Membership Register kept by the Policyholder as being eligible to receive the benefits payable under the Policy on the death of the Member.
- e) '**Bulk Exits**' shall mean such withdrawal where the total amount of withdrawal due to any event, over the past ninety (90) days, including the current withdrawal exceeds 25% of the total Individual Account Value / Pooled Account Value at the beginning of the Policy Year.
- f) '**Company**' shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.
- g) '**Contribution**' shall mean the amount as determined through actuarial valuation and is payable by the Policyholder to the Company by the Contribution Due Dates.
- h) '**Contribution Due Date**' shall be the date mentioned in the Schedule in each calendar year.
- i) '**Death Benefit**' has the meaning given in Section 4.a) 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 written approval from the Company.
- k) '**Fund**' means the investment fund created as per Section 6 below to manage the Contribution under Bajaj Allianz Group Superannuation Secure.
- l) '**Guaranteed Interest Rate (GIR)**' shall mean the annualized rate of return of 3% per annum guaranteed for the entire term of the policy.
- m) '**Individual Account**' shall mean the account maintained by the Company under this Policy in respect of each Member, if Option 2 has been selected by the Policyholder as specified in the Schedule.
- n) '**Individual Account Value**' shall mean the accumulated value in the Individual Account of the Contributions received in respect of a Member at the rate/s of Guaranteed Interest Rate and Additional Interest Rate less the Scheme Administration Fee as stated in the Schedule.
- o) '**IRDA**' means the Insurance Regulatory and Development Authority.
- p) '**Market Value Adjustment**' shall mean the ratio, at any point of time, of the un-realized loss in the market value of the underlying assets to the value of the underlying assets valued according to the IRDA (Preparation of Financial Statement) Regulation 2000 as applicable to the non-linked funds.
- q) '**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 and on whose life the benefits under this Policy has been effected.
- r) '**Membership Register**' shall mean 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, Normal Retirement Date and Beneficiary.
- s) '**Normal Retirement Date**' shall mean the date specified in the Membership Register for each Member on which the Member is expected to retire from service.

- t) **'Policy'** shall mean the arrangements established by the Policy Terms and Conditions.
- u) **'Policyholder'** means the name as given in the Schedule, who has concluded the Policy with the Company for the benefit of the Members.
- v) **'Policy Commencement Date'** shall mean the date, as specified in the Schedule, from which this Policy was effected.
- w) **'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), 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 Company for that purpose and based upon which this Policy has been issued.
- x) **'Policy Year'** shall mean the year commencing on the Policy Commencement Date or an anniversary thereof.
- y) **'Pooled Account'** shall mean the single account maintained by the Company under this Policy to manage the investment for all the Members on pooled basis, if Option 1 is selected by the Policyholder as specified in the Schedule.
- z) **'Pooled Account Value'** shall mean the accumulated value in the Pooled Account, of all the Contributions received at the rate/s of Guaranteed Interest Rate and Additional Interest Rate less the Scheme Administration Fee as stated in the Schedule.
- aa) **'Scheme Administration Fee'** shall mean fee that will be deducted from each contribution and from the Account, at such rate as specified in the Schedule.
- bb) **"Scheme Rules"** the rules adopted by the Policyholder and approved by the Company to run the scheme under Bajaj Allianz Group Superannuation Secure to provide benefit 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.
- cc) **'Vesting Benefit'** shall have the meaning a mentioned in Section 4.b) below.

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

2. Policy Description :

- a) On the Policy Commencement Date, the Company shall open an Individual Account or a Pooled Account, as specified in the Schedule, depending on the Option chosen by the Policyholder. All the Contributions received by the Company net of the applicable Scheme Administration fee shall be credited to the Account.
- b) The Policy is issued as yearly renewable. The Policyholder shall renew the Policy at each Annual Renewal Date
- c) At the end of each financial quarter, the Company will credit the Guaranteed Interest Rate (GIR) and, then, any Additional Interest Rate(AIR); and will deduct the applicable Scheme Administration Fee from the Account.
- d) The GIR and AIR shall be credited to the Account only to the extent and duration for which the monies remained invested in the Account.
- e) At any point of time, if Option 1 has been opted, the Pooled Account Value shall not be less than 101% of the Contributions received less any Benefit paid by the Company from the Pooled Account, since the Policy Commencement Date.

3. Contribution

- (a) Contributions are payable on Contribution Due Dates without any obligation on the Company to issue a notice for the same.
- (b) The frequency of Contribution payment, as specified in the Schedule, may be changed by giving written notice to the Company, subject to the Company agreeing to the change and the minimum contribution requirements of the Plan being met. Contribution may be paid at regular intervals on yearly, half-yearly, quarterly or monthly basis.

4. Benefits

(a) On Death of a Member

- i) On the death of a Member,

Option 1: The Death Benefit payable shall be equal to a lump-sum amount as decided by the Policyholder in accordance with the Scheme Rules and will be payable from the Pooled Account.

Option 2: The Death Benefit payable shall be the higher of the Individual Account Value or 101% of all the Contributions received by the Company with respect to the Member.

- ii) Further, subject to Section 11 below and the option/s specified in the Scheme Rules, the Death Benefit can be paid in one of the following ways:

- (1) A lump-sum amount payable to the Beneficiary
- (2) The entire amount payable to an annuity provider chosen by the Policyholder to purchase an annuity for the Beneficiary at the then prevailing rate
- (3) Part of the amount payable as lump-sum to the Beneficiary and the remaining part thereof payable to an annuity provider chosen by the Policyholder to purchase an annuity for the Beneficiary at the then prevailing rate

- iii) If no Beneficiary has been named in the Membership Register or if all Beneficiaries have predeceased the Member, then, the Death Benefit, subject to Sub-Section ii) above, shall be payable to the legal heirs notified by the Policyholder

(b) On Vesting or Retirement of a Member

- i) On vesting or retirement of a Member on his Normal Retirement Date,

Option 1: The Vesting Benefit payable shall be equal to a lump-sum amount as decided by the Policyholder in accordance with the Scheme Rules and shall be payable from the Pooled Account.

Option 2: The Vesting Benefit payable shall be higher of the Individual Account Value or 101% of all the Contributions received by the Company with respect to the Member.

- ii) The Vesting Benefits, subject to the option/s specified in the Scheme Rules, can be paid in one of the following ways:
- (1) Amount payable to an annuity provider chosen by the Policyholder to purchase an immediate annuity for the concerned respective Member, whose benefits have vested or who has retired, at the then prevailing rate, subject to commutation, if opted, by the member, to the extent allowed under prevailing Income Tax Act or any other law providing for commutation of pension.
 - (2) The entire amount payable to an insurer chosen by the Policyholder to purchase an individual single premium deferred pension plan.
 - (3) Can extend the accumulation period/deferment period within the same Policy with the same terms and conditions provided the Member is below age of 55

(c) On Withdrawal/Bulk Exits

- i) On withdrawal such as Resignation, Termination, etc., as per the Scheme Rules,
Option 1: The benefit payable will be equal to the lump-sum amount as decided by the Policyholder in accordance with the Scheme Rules and will be payable from the Pooled Account.
Option 2: The benefit payable is the Individual Account Value.
- ii) On Bulk Exits,
Option 1: The benefit payable will be an amount as requested by the Policyholder and the Account will be reduced by the amount requested grossed up for the Market Value Adjustment (if applicable), if such amount does not exceed the Pooled Account Value.
However, if such grossed up value exceeds the Pooled Account Value, then, the Pooled Account Value less Market Value Adjustment (if applicable) shall be payable. The grossed up amount mentioned above shall be arrived by dividing the amount requested-for by (1 - Market Value Adjustment factor).
Option 2: The benefit payable will be total of Individual Account Values of all the withdrawing Member/s less the Market Value Adjustment (if applicable).
- iii) The benefits on withdrawal or bulk exits can be paid in one of the following ways, subject to the option/s specified in the Scheme Rules.
- (1) Amount payable to an annuity provider chosen by the Policyholder to purchase an immediate annuity for the respective withdrawing Member at the then prevailing rate, subject to commutation if opted by the member, to the extent allowed under prevailing Income Tax Act or any other law providing for commutation of pension.
 - (2) The entire amount payable to the insurer chosen by the Policyholder to purchase individual single premium deferred pension plan/s for the respective withdrawing Member/s.

(d) Surrender/Termination of Policy

- i) The Policyholder may surrender/terminate the entire Policy by giving at least three (3) months prior written notice to the Company.
- ii) On surrender of the Policy, the surrender value payable will be sum of all Individual Account Value / Pooled Account Value (as the case may be) as on the date of surrender/termination less Surrender Penalty (if any) as per Section 4.(e) below, less the Market Value Adjustment (if applicable); subject to the Guaranteed Surrender Value (GSV) mentioned in Sub-Section iv) below. The surrender value will be payable to the Policyholder and, on payment of the surrender value, the Policy will terminate.
- iii) Market Value Adjustment shall be applied only to the withdrawal amount (after taking into account withdrawals for the past ninety days) which is over and above 25% of total Individual Account Value or Pooled Account Value at the beginning of the Policy Year.

- iv) The Guaranteed Surrender Value (GSV) is 70% of total of the Contributions received less all benefits paid by the Company, since the Policy Commencement Date.
- v) The company reserves the right to stop enrolment of new Members or terminate the Policy by sending not less than ninety (90) day's advance notice in writing to the Policyholder expiring on the Annual Renewal Date
- vi) On termination of Policy by the Company the benefit payable will be sum of all Individual Account Value / Pooled Account Value (as the case may be) as on the date of termination

(e) Surrender Penalty

If the Policy is surrendered/terminated [as per Section 4.(d) above] within three (3) Policy Years, the surrender penalty shall be the lower of 0.05%* Pooled Account Value or Total of Individual Account Values (as the case may be) or Rs. 500,000 and shall be deductible from the Account. In case of Individual Account, the surrender penalty will be deducted from each Individual Account Value in the same ratio as that of the Individual Account Value of each Member to the total of Individual Account Values.

(f) Payments of Benefits

- i) 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 Company in respect of any payment due hereunder and paid by the Company.
- ii) 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. Revival/Reinstatement /Non-forfeiture

- a) Based on actuarial valuation certificates submitted by the Policyholder [in accordance with the AS15 (Revised), the Company shall allow nil Contribution to be made under the Policy.
- b) The Account shall continue to be credited with the applicable GIR and AIR less the applicable Scheme Administration Fee, till the Pooled Account Value or total of all Individual Account Values falls to the level of Rs. 110,000.
- c) If the Pooled Account Value or total of Individual Account Values falls below Rs. 110,000, the Company will intimate the Policyholder to make Contribution within one (1) month to keep the Pooled Account Value or total of Individual Account Values reasonably above Rs. 100,000; else the Policy will be terminated and the surrender value [as per Section 4.(d) above] as on the date of termination shall be paid to the Policyholder.

6. Investment of the Fund

- a) The Company shall create a separate Fund for the Policies issued under Bajaj Allianz Group Superannuation Secure and selection of the underlying investments of such Fund shall be such as the Company, in its sole and absolute discretion, may from time to time determine in accordance with IRDA regulation on controlled fund and it is further provided that the assets of such Fund would comprise in such proportion as that stipulated for the non-linked superannuation funds in the Insurance Regulatory and Development Authority's rules and regulations on investments as amended from time to time.
- b) There shall be a minimum Guaranteed Interest Rate of 3% per annum and the same shall be guaranteed for the entire term of the policy
- c) The Additional Interest Rate (AIR) shall be as determined by the Company at the start of each financial quarter with reference to the expected earned rate after adjusting for the GIR and any smoothing requirement.

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

7. Eligibility

A Member's coverage under this Policy shall commence on the Entry Date subject to him being eligible and continuing to be eligible for the benefits as specified in the Scheme Rules.

8. Nomination

Each Member shall nominate a Beneficiary to whom the Death Benefit of the Member shall be payable. The nomination shall be recorded in the Membership Register maintained by the Policyholder.

9. Modifications

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 Company.

9. Loans

No loans are available under this Policy.

10. Waiver

Failure or neglect by the Company to enforce at any time any of the provisions of this Policy shall not be construed or be deemed to be 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.

11. Payment of claim

Before any Death Benefit becomes payable due to the death of a Member, the Company 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 from MPH
- c) Death certificate issued by the local municipal authority
- d) Any other document that may be relevant in establishing the validity of the claim.

12. General Conditions

- a) The Policyholder shall furnish to the Company all such data, information or evidence as the Company may reasonably require from time to time in respect of the coverage of each Member under the Policy 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.
- b) The Policyholder's records in original (or certified photocopies thereof) as in the opinion of the Company have a bearing on the benefits to be provided or the Contribution 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 Scheme Rules being amended, such amendments, if they have any bearing on or affect in any way, the Policy Terms and Conditions shall become effective only if the said amendments are approved in writing 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.

- d) The Company shall have the right to stop enrollment of new members/terminate the Policy by sending not less than ninety (90) day's advance notice in writing to the Policyholder expiring on the Annual Renewal Date. Once the Company has made the payment to the Policyholder as per Section 4 above, the Policyholder is completely responsible to give the entire amount sent 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. 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 to the Policyholder or to any other Insurer under this Policy.

13. 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.

14. Taxation

The Policyholder agrees to pay and/or allows the Company to deduct from any of the benefits payable or the Account, as applicable, 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 or any other beneficiary, which, in the opinion of the Company, is necessary and appropriate.

15. Notices

Any notice, direction or instruction under this Policy which may be in writing or in any kind of electronic/digital format and if it is to:

- a. The Policyholder :
- i) Shall be sent either by hand, post, courier, facsimile, Short Messaging Service (SMS), Voice call, e-mail or through any other digital/electronic media to the Policyholder to the address or communication/correspondence details specified by the Policyholder in the Proposal Form or as per subsequent most recent change of address and/or communication/correspondence details intimation submitted by the policyholder to the Company.
 - ii) Notice and instructions shall be deemed served to the Policyholder on the 7th (seventh) day of posting, hand-delivery, courier, facsimile, SMS, Voice call, e-mail or through any other digital/electronic media of it being sent/communicated to the Policyholder's address and/or communication/correspondence details or immediately upon actual receipt, whichever is earlier.
 - iii) The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's address and/or communication/correspondence details. In case the notice comes back to the Company undelivered to the Policyholder due to any reason, the notice shall be deemed to have been served to the Policyholder on the 7th (seventh) day from the date of dispatch of the notice by the Company, without any obligation upon the Company to make any attempt again towards dispatch of the notice which was returned undelivered.

- b. The Company, shall be submitted by hand, post, facsimile or e-mail to:

Bajaj Allianz Life Insurance Company,
GE Plaza, Airport Road, Yerawada, Pune - 411006
Toll Free No. 1800225858
Email: life@bajajallianz.co.in

16. Free Look Period

Within 15 days [30 days in case the Policy is issued under the provisions of IRDA Guidelines on Distance Marketing of Insurance Products] from the date of receipt of the Policy, the Policyholder has the option to review the terms and conditions of the Policy and if the Policyholder disagrees to any of the terms & conditions, he has an option to return the Policy stating the reasons for his objections. The Policyholder shall be entitled to a refund of the Contribution paid, subject only to a deduction of the stamp duty expenses.

17. Grievance Redressal

In case you have any query or complaint/grievance, you may contact any nearest Customer Care Center during the Company's office hours from 9 am to 6 pm. Alternatively, you may communicate with the Company:

By post at: Customer Care Desk,
Bajaj Allianz Life Insurance Company Ltd.,
GE Plaza, Airport Road, Yerawada, Pune - 411006
By Phone at: Toll Free No. 1800225858
By Fax at: 020-6602-6789
By Email: life@bajajallianz.co.in

In case you are not satisfied with the resolution provided to you by the above office, or have not received any response within 10 days, or you have any suggestion in respect of this Policy or on the functioning of the office, you may contact the following official for resolution:

Grievance Redressal Officer,
Bajaj Allianz Life Insurance Company Ltd.,
GE Plaza, Airport Road, Yerawada, Pune - 411006
Contact No: _____
Email ID: _____
Fax No. _____

18. 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 any of the following:
- 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 premium
 - iv) Non-receipt of your insurance document
- b) The address of the Insurance Ombudsman is provided as Annexure 2 attached herewith. For the latest list of insurance ombudsman, please refer to the IRDA website at http://www.irdaindia.org/ins_ombudsman.htm.
- c) The complaint should be made in writing and duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
- d) Also please note that as per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
- i) Only if the grievance has been rejected by the grievance redressal mechanism of the Company.
 - ii) The complaint should be filed within a period of one year from the date of rejection by the Company.
 - iii) The complaint should not be simultaneously under any litigation.

19. Section 45 of the Insurance Act, 1938

The Policy is subject to the provisions of section 45 of the Insurance Act 1938 which states as follows:

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 Company 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 Company 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.

20. 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, other than appropriate endorsements to the Policy signed by an authorized officer of the Company.

Dated at **Pune** this ___Day of _____20_

For and behalf of Bajaj Allianz Life Insurance Company

Authorised Signatory

Membership Register

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

Sr. No.	Name of the Member	Age / Gender	Unique ID	Entry Date	Normal Retirement Date	Name & Relationship of Beneficiary	Membership Status/Exit Date
1							
2							
3							
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