

**"IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER"**

**POLICY DOCUMENT**

This Policy is issued on the basis of the information given and declaration made by the Policyholder in the Proposal Form, which is incorporated herein and forms the basis of this policy.

**1) Definitions:**

The following terms shall have the meaning assigned to them below. The singular includes the plural and references to the male include the female where the context so permits:

- a. **"Age"** means Age at last birthday.
- b. **"Annual Premium"** is an amount of Regular Premium payable by the Policyholder in a Policy Year.
- c. **"Business Day"** is the common working day of the Corporate Office of the Company.
- d. **"Charges"** means the charges applicable to this Policy as detailed in Section 33 and Section 34 below.
- e. **"Company"** refers to BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
- f. **"Current Assets"** include cash balance, bank Fixed Deposits and CDs, commercial papers, accrued investment income (not due and due but not received) and other receivables if any.
- g. **"Current Liabilities and Provisions"** include brokerage, stamp duty, custodial and Fund accounting expenses payable and other amounts payable, if any, from the Fund.
- h. **"Date of Commencement of Risk"** means the date specified in the Schedule (unless the Policyholder is informed otherwise by the Company) from which the risk cover of the Life Assured commences under the Policy.
- i. **"Fund"** means separately identifiable investment linked fund set up by the Company and specified in the Schedule of Investment Fund.
- j. **"Guaranteed Addition"** has the meaning as given under Section 6 e).
- k. **"Guaranteed Maturity Unit Price"** means the highest Unit Price of the Fund recorded during the Policy Term and which shall be the guaranteed Unit Price to encash the Units only at the Maturity Date.
- l. **"Life Assured"** means the person named in the Schedule whose life is assured under this Policy.
- m. **"Maturity Date"** means the date specified in the Schedule on which the Maturity Benefit as specified per Section 6 b) below shall become payable to the Policyholder.
- n. **"Monthly Due Date"** means the date corresponding numerically with the Policy Commencement Date in each subsequent month.
- o. **"Nominee"** means the person specified in the Schedule who has been nominated in writing to the Company by the Policyholder who is entitled to receive the benefits under the Policy upon the death of the Life Assured as mentioned in Section 6 a) .
- p. **"Policy"** means the arrangements established by the Policy Document.
- q. **"Policy Anniversary"** means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.
- r. **"Policy Commencement Date"** means the date of commencement of the Policy as specified in the Schedule.

- s. **"Policy Document"** means this policy wording and that of the Additional Rider Benefits, if any, the Schedule (which is attached to and forms part of this Policy and includes any Annexure or endorsement to it and if more than one then the latest in time) and the Proposal Form.
- t. **"Policyholder"** means the adult person named in the Schedule who has concluded the Policy with the Company.
- u. **"Policy Term"** means the period between the Policy Commencement Date and the Maturity Date as specified in the Schedule.
- v. **"Policy Year"** means the year commencing on the Policy Commencement Date or a Policy Anniversary thereof.
- w. **"Premium Allocation Rate"** means the rate specified in the Schedule at which the premium will be applied to arrive at the Units to be allocated in the Unit Account in respect of any Regular Premium or Top Up Premium paid by the Policyholder.
- x. **"Premium Paying Term"** means the period specified in the Schedule during which the Regular Premium is payable.
- y. **"Proposal Form"** means the Policyholder's statements in the proposal for this Policy submitted by or on behalf of the Policyholder along with any other information or documentation provided to the Company prior to inception.
- z. **"Regular Premium"** means the premium payable by the Policyholder at regular intervals during the Premium Paying Term in the amounts and at the frequency, both, as specified in the Schedule.
- aa. **"Regular Premium Fund Value"** is equal to the total number of Units pertaining to the Regular Premium existing in each Fund under this Policy multiplied by their respective Unit Price.
- bb. **"Sum Assured"** is the amount as specified in the Schedule, which is referred to, to determine the amount payable to the Nominee as per section 6 a) below upon the death of the Life Assured after the Date of Commencement of Risk.
- cc. **"Top Up Premium"** means the amount of additional premium paid over and above the Regular Premium payable under the Policy.
- dd. **"Top Up Premium Fund Value"** is equal to the total number of Units pertaining to the Top Up Premium existing in each Fund under this Policy multiplied by their respective Unit Price.
- ee. **"Top Up Sum Assured"** means the additional Sum Assured which is referred-to, to determine the amount payable to the Nominee as per Section 6 a) below upon the death of the Life Assured after the Date of Commencement of Risk and calculated in accordance with Section 7 d) below.
- ff. **"Unit"** means a proportionate part of a Fund created to determine the Unit Price.
- gg. **"Unit Account"** means individual account created and administered by the Company for a Policy and consisting of Units, which are valued by reference to the Unit Price of a Fund.
- hh. **"Unit Price"** means the value per Unit calculated in Rupees as follows:

Unit Price = Net Asset Value ("NAV") divided by the total number of Units held in the Fund as at the Valuation Date.

The NAV can be calculated by either of the following methods:

**When appropriation price is applied:** The NAV of a Fund shall be computed as the market value of investments held by the Fund plus the expenses incurred in the purchase of the assets plus the value of any Current Assets plus any accrued income net of Fund Management Charge (including any Charges for

investment guarantee) less the value of any Current Liabilities and Provision, if any. This is applicable when the Company is required to purchase assets to allocate Units at the Valuation Date.

**When expropriation price is applied:** The NAV of a Fund shall be computed as the market value of investment held by the Fund less the expenses incurred in the sale of the assets plus the value of any Current Assets plus any accrued income net of Fund Management Charge (including any Charges for investment guarantee) less the value of any Current Liabilities and Provision, if any. This is applicable when the Company is required to sell assets to redeem Units at the Valuation Date.

- ii. **“Valuation Date”** refers to the date when the Unit Price of the Fund is determined.

## **2) Policy Description**

- a) The Policy is a limited premium payment, regular premium, unit linked, endowment plan.
- b) On the Policy Commencement Date, the Company shall open a Unit Account. The Regular Premium and Top Up Premium, if any, paid by the Policyholder will be used to allocate Units of the Max Gain Fund I in the Unit Account after applying the Premium Allocation Rate as specified in the Schedule.
- c) The Premium Allocation Rate will vary according to the Policy Year of the due date of Regular Premium, the amount of Annual Premium payable and based on whether it is Regular Premium or Top Up Premium.
- d) The Policy enables the Policyholder to participate only in the investment performance of the Fund to the extent of allocated Units and does not in any way confer any right whatsoever on the Policyholder or the Life Assured to otherwise share in the assets, the profits or surplus of the business of the Company.

## **3) Regular Premium**

- a) Regular Premium is payable in full by the due date. The Company does not have any obligation to issue a notice that Regular Premium is due or for the amount that is due.
- b) The Company will not accept any amount lesser than the Regular Premium due as the Regular Premium.
- c) The frequency of payment of Regular Premium may be changed by the Policyholder only at a Policy Anniversary by giving a written notice to the Company at least 30 days in advance, subject to notice satisfying the minimum Regular Premium requirements as determined by the Company from time to time. A monthly frequency for payment of Regular Premium will be allowed only under the salary deduction schemes or through Electronic Clearance Service (ECS).
- d) Regular Premium may be increased by the Policyholder at any Policy Anniversary per Section 7 c).

## **4) Premium Allocation**

Units are allocated under the Policy depending on the amount of Regular Premium and Top Up Premium received, the Premium Allocation Rate and the Unit Price of each Unit on the date of allocation. Such allocations may be made up to 1/10,000th of a Unit or such other fraction as the Company may decide from time to time.

## **5) Non payment of Regular Premium and Forfeiture**

- a) If the Policyholder has failed to make a payment of Regular Premium by the due date, a grace period of 30 days for premium frequencies other than monthly and 15 days for monthly payment frequencies is allowed during which the Regular Premium must be received by the Company in full. If the death of the Life Assured occurs during the grace period, then the full Death Benefit per Section 6 a) shall be payable.
- b) In the event of failure to make payment of full Regular Premium falling due during the first three Policy Year and non-payment of full amount due even within the grace period, the Additional Rider Benefit cover, if any, under the Policy shall automatically and immediately lapse. However the cover for the Death Benefit as per section 6 a) shall continue as long as the Policy supports the deduction of all applicable charges (except the Rider Premium Charge, if any) as per Section 33 and Section 34 subject to maximum upto expiry of the revival period of two years and

- i) The Policy shall continue to participate in the investment performance of the underlying Fund.
  - ii) The Policyholder may revive the Policy within a revival period of two years from the due date of first unpaid Regular Premium subject always to Sub-Section (d) and recovery of any due but unrecovered Charges as per Section 33 and Section 34 except Rider Premium Charge, if any, since due date of first unpaid Regular Premium, failing which the Policy shall be terminated at the end of the third Policy Year or at the expiry of the revival period, whichever is later and the Surrender Value as on date of termination as per Section 6 c) shall be paid.
- c) In the event of failure to make payment of full Regular Premium falling due after first three Policy Years and non-payment of complete amount due even within the grace period and provided that the Policyholder has paid all Regular Premium due during the first three Policy Years:
- i) The Policyholder will be given an opportunity to revive the Policy, subject always to Sub-Section d) below, within two years from the date of first unpaid Regular Premium. During this limited period of revival, all the Charges will continue to be deducted per Section 33 and Section 34 below and the Policy shall continue for full insurance cover subject to Section 25 ii) below.
  - ii) If the Policyholder has failed to revive the Policy within the revival period of two years the Policy shall continue for full insurance cover at the option of the Policyholder subject to deduction of all the Charges per Section 33 and Section 34 and further subject to Section 25 ii) below.
  - iii) If the Policyholder does not opt to continue the Policy after the expiry of revival period and the Policy is terminated at the expiry of the revival period or the Policy is terminated as per Section 25 ii) below, the Surrender Value as on the date of termination per Section 6c) below shall be payable to the Policyholder.
- d) The Policy will be revived only after the Policyholder has paid all due unpaid Regular Premium and the Company has received such other information and documentation as may be requested. The Company may disallow the revival of the Policy on the original Terms and Conditions.

## 6) **Policy Benefits**

### a) **Death Benefit**

On the death of the Life Assured before the Maturity Date, the Company, subject to Section 11 and Section 18 below, provided the Policy has not been terminated per Section 25 below, shall pay the following amount to the Nominee/Policyholder:

- i) If the Life Assured dies before attaining Age 60 years;
  - 1) Higher of:
    - (a) The Sum Assured less the Regular Premium Fund Value withdrawn by partial withdrawals in the 24 months immediately prior to the date of death and
    - (b) The Regular Premium Fund Value as on the date of receipt of intimation of death at the Company's office.
  - 2) Plus, higher of:
    - (a) The Top Up Sum Assured, if any, less the Top Up Premium Fund Value withdrawn by partial withdrawals in the 24 months immediately prior to the date of death and

- (b) The Top Up Premium Fund Value, if any, as on the date of receipt of intimation of death at the Company's office.
- ii) If the Life Assured dies on or after attaining Age 60 years;
- 1) Higher of:
- (a) The Sum Assured less all partial withdrawals of Regular Premium Fund Value made within 24 months immediately prior to attaining Age 60 years and all partial withdrawals of Regular Premium Fund Value made after attaining Age 60 years and
- (b) The Regular Premium Fund Value as on the date of receipt of intimation of death at the Company's office.
- 2) Plus, higher of:
- (a) The Top Up Sum Assured, if any, less all partial withdrawals of Top Up Premium Fund Value made within 24 months immediately prior to attaining Age 60 years and all partial withdrawals of Top Up Premium Fund Value made after attaining Age 60 years and
- (b) The Top Up Premium Fund Value, if any, as on the date of receipt of intimation of death at the Company's office.

**b) Maturity Benefit**

If the Life Assured is alive on the Maturity Date and provided the Policy has not been terminated per Section 25, the Maturity Benefit equal to the number of Units held in the Unit Account as on Maturity Date multiplied by the Guaranteed Maturity Unit Price plus the Guaranteed Addition per Sub-Section e) below shall be payable to the Policyholder.

**c) Surrender Value**

- i) From the fourth Policy Year the Policyholder may, at any time, surrender the Policy and avail Surrender Value. Policy surrender is not allowed before third Policy Anniversary
- ii) The Surrender Value payable, if any, will be equal to the Regular Premium Fund Value plus the Top Up Premium Fund Value, if any.
- iii) The Regular Premium Fund Value and the Top Up Premium Fund Value, if any, shall be calculated at the prevailing Unit Price as on date of surrender of the Policy by the Policyholder or termination of the Policy, whichever is applicable.

**d) Additional Rider Benefits**

The Additional Rider benefits, if any, as specified in the Schedule shall be subject to the terms conditions and exclusions of the respective Riders.

**e) Guaranteed Addition**

- i. If the Policy has not been terminated per Section 25 below, the Company shall add Guaranteed Addition to the Policy at the Maturity Date for an amount equivalent to the following:

<b>First Year's Annual Premium</b>	<b>Guaranteed Addition as a percentage of the total Premium Allocation Charge with respect to Regular Premium deducted during the Policy Term</b>
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25,000 – 99,999	175%
100,000 – 249,999	225%
250,000 & above	350%

- ii. No Guaranteed Addition shall be allocated in respect of Top Up Premium, if any.

## 7) **Flexibilities**

The Policyholder may, subject to the approval of the Company, exercise any of the following options by using the application form specified by the Company and meeting the conditions set out therein:

### a) **Fund Switching:**

Option to switch between Funds is not allowed under the Policy.

### b) **Partial Withdrawal:**

- i) Unlimited number of Partial withdrawals of Units at the prevailing Unit Price are allowed anytime after the completion of three years from the Policy Commencement Date provided:
- (1) Regular Premium for three full Policy Years has been paid in full.
  - (2) The Company has received a written notice from the Policyholder specifying the amount to be withdrawn.
  - (3) The minimum amount of withdrawal is Rs.5,000/- and the remaining balance of Regular Premium Fund Value after the proposed Partial Withdrawal is at least two times of the prevailing Annual Premium.
  - (4) The Life Assured is not a minor.
- ii) If the Life Assured is a minor, Partial Withdrawals shall only be allowed after the Life Assured attains Age 18 years.
- iii) For the purpose of Partial Withdrawals, each payment of Top Up Premium shall have a lock-in period of three years.
- iv) All Partial Withdrawals will be first made from eligible Top Up Premium Fund Value, if any, on First in First out (FIFO) basis. Once the eligible Top Up Premium Fund Value are exhausted, further Partial Withdrawals will be made from Regular Premiums Fund Value.
- v) The Company may at any time vary the minimum value of Units to be withdrawn and/or the minimum balance of value of Units to be maintained after such Partial Withdrawals with prior approval from IRDA.
- vi) No charge is applicable on Partial Withdrawals.

### c) **Increase/decrease in Regular Premium**

- i) At any Policy Anniversary, provided all due Regular Premiums have been paid, the Policyholder shall have the option to increase or decrease the Regular Premium payable under this Policy, provided the Policyholder gives the Company at least 30 days prior written notice of the proposed increase or decrease as applicable and the Company agrees to such increase or decrease in the amount of Annual Premium payable.

- ii) The decreased Annual Premium for the second and/or third Policy Year shall not be less than 75% of the first year's Annual Premium and shall also satisfy the minimum Regular Premium requirements as determined by the Company from time to time. Once the Regular Premium is decreased it cannot be increased again.
- iii) The Premium Allocation Rate in any Policy Year would depend on the revised Annual Premium due in that Policy Year
- iv) The increase or decrease in Regular Premium shall automatically result in a proportional increase or decrease in Sum Assured, such that the relationship between the Annual Premium and the Sum Assured before exercising the option of increasing or decreasing the Regular Premium is maintained.
- v) The Company reserves the right to call upon and request for any information/ documentation to verify the good health of the Life Assured and require the Life Assured to undergo any medical examination for the purpose of increase in Regular Premium. The Company reserves the right to disallow an increase in Regular Premium.
- vi) The minimum increase in Regular Premium payable is Rs. 5,000, subject always to the Company's right to increase this minimum payable from time to time, subject to prior approval from the IRDA.
- vii) If the rider Sum Assured, if any, is higher than the revised reduced Sum Assured under the base Policy, then the rider Sum Assured will also be reduced.

**d) Top Up Premium**

- i) The Policyholder shall have the option to pay unlimited Top Up Premium at any time till seventh Policy Anniversary, provided all due Regular Premiums have been paid.
- ii) The amount of Top Up Premium paid shall determine the Top Up Sum Assured. At the time of making any payment of Top Up Premium, the Policyholder may in writing choose the level of Top Up Sum Assured from amongst the available choices, which is between 1.1 times the Top Up Premium paid and 5 times the Top Up Premium paid, (the default choice always being 1.1 times the Top Up Premium paid).
- iii) The Policyholder may also choose to have no risk cover for Top Up Premium paid in which case the Top Up Sum Assured will be nil, provided the total amount of Top Up Premiums paid or proposed to be paid does not exceed 25% of the Regular Premium paid till date
- iv) If, at any time, the total amount of Top Up Premiums paid or proposed to be paid exceeds 25% of the Regular Premium paid till date, the Top Up Sum Assured will be between 1.1 times and 5 times (as notified by the Policyholder in writing to the Company) of the portion of Top Up Premium exceeding 25% of the Regular Premium paid till date.
- v) The Company reserves the right not to accept unlimited Top Up Premium at any time at Company's discretion and to call upon and request for any information/ documentation to verify the good health of the Life Assured and may require the Life Assured to undergo any medical examination for this purpose.
- vi) The minimum Top Up Premium payable is Rs. 5,000, subject always to the Company's right to alter this minimum amount payable from time to time, subject to prior approval from IRDA.



## PART "A" - GENERAL CONDITIONS

### 8) Age Proof

- a) The Mortality Charge and Rider Premium Charge payable under the Policy is calculated on the basis of the Life Assured's Age and gender as declared in the Proposal Form. If the Life Assured's Age has not been admitted by the Company, the Policyholder shall furnish such proof of the Life Assured's Age as is acceptable to the Company and have the Age admitted.
- b) If the Age so admitted (the "correct Age") is found to be different from the Age declared in the Proposal Form, then without prejudice to the Company's other rights and remedies including those under the Insurance Act 1938, the following actions shall be taken:
  - i) If the correct Age is such as would have made the Life Assured uninsurable under this Policy, the plan of assurance shall stand altered to such plan of assurance as is generally granted by the Company for the Life Assured's correct Age, which will be subject to the terms and conditions that are applicable to that other plan of assurance. If it is not possible to grant any other plan of assurance, the Policy shall stand cancelled with immediate effect by the Company and the Surrender Value per Section 6 c) shall become payable.
  - ii) If the Life Assured's correct Age is higher than the Age declared in the Proposal Form, the Mortality Charge and the Rider Premium Charge, if any, payable under the Policy shall be altered corresponding to the correct Age of the Life Assured (the "corrected Mortality Charge" and "corrected Rider Premium Charge", if any) and the accumulated difference between the corrected Mortality Charge and the original Mortality Charge and the corrected Rider Premium Charge and the original Rider Premium Charge from the Policy Commencement Date up to the date of such payment shall be recovered by the redemption of Units.
  - iii) If the Life Assured's correct Age is lower than the Age declared in the Proposal Form, the Mortality Charge and the Rider Premium Charge, if any, payable under the Policy shall be altered corresponding to the correct Age of the Life Assured (the "corrected Mortality Charge" and "corrected Rider Premium Charge", if any) from the next Monthly Due Date.

### 9) Assignment and Nomination

- a) No assignment shall be effective unless and until the Company receives a written notice from the Policyholder along with the original or duplicate copy of this Policy Document and the assignment deed.
- b) If the Policyholder and the Life Assured are the same person, the Policyholder may at any time specify in writing a Nominee, whose details will be specified in the Schedule, to receive benefits payable under Section 6 a) upon the Life Assured's death. If the Nominee is a minor, the Policyholder shall also appoint a person to receive the money during the minority of the Nominee, as specified in the Schedule. No nomination shall be effective unless and until evidenced by an endorsement on the Policy by the company.
- c) If there is no Nominee or if all the Nominees have predeceased the Policyholder, the benefits payable under the Policy will be paid to the legal heirs of the Policyholder.

- d) Any assignment shall automatically cancel any nomination.
- e) The Company assumes no responsibility or liability for the validity or sufficiency of any assignment or nomination or, if the assignment or nomination is not notified to the company in writing, in recording the assignment or registering the nomination or change in assignment or nomination.
- f) Assignment will not be permitted where the Policy is issued under the Married Women's Property Act 1874.

#### 10) Loans

No loan is available under this Policy.

#### 11) Suicide Exclusion

If the Life Assured commits suicide whether sane or insane, within one year from the Date of Commencement of Risk or the date of latest revival, the Company liability shall be limited to the extent of the Regular Premium Fund Value and Top Up Premium Fund Value, if any, as on the date of intimation of death of the Life Assured at the Company's office.

#### 12) 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 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 premium under or in respect of 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 premium shall be made.

#### 13) Notices

Any notice, direction or instruction under this Policy shall be in writing and if it is to:

- a) The Policyholder or the Life Assured:
  1. Shall be sent by hand, post, facsimile or e-mail to the Policyholder as per the details specified by the Policyholder in the Proposal form or as per subsequent change of address intimation submitted by him to the Company.
  2. Notice and instructions shall be deemed served to the Policyholder on the 7<sup>th</sup> (seventh) day of posting, hand delivery, facsimile or e-mail of it being sent to the Policyholder's address or immediately upon actual receipt.
  3. The Company shall not be responsible for any consequences arising out of non-intimation of change of the Policyholder's address.
- b) The Company, shall be submitted by hand, post, facsimile or e-mail to to :  
Bajaj Allianz Life Insurance Company,

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

**14) Electronic Transactions**

Subject to Section 13 above, the Policyholder agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time with regard to all transactions and hereby agrees and confirms that all transactions (other than those requiring a written notice or communication under this Policy) effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

**15) Free Look Period**

Within 15 days of the receipt of this Policy, the Policyholder may, if dissatisfied with it for any reason, give the Company a written notice of cancellation along with reasons for the same, and return the Policy Document to the Company, subject to which the Company shall send the Policyholder a refund comprising the first Regular Premium and the Top Up Premium, if any, paid less the proportionate risk premium for the period the Life Assured was on cover and the expenses incurred on medical examination and stamp duty charges. The refund paid to the Policyholder will also be reduced or increased (as applicable) by the amount of any reduction or increase in the Regular Premium Fund Value and Top Up Premium Fund Value, if any, due to a fall or rise in the Unit Price between the date of allocation and redemption of Units (without reference to any Premium Allocation Rate or Charges).

**16) Currency**

All amounts payable either to or by the Company shall be payable in India and in Indian Currency.

**17) Modifications**

This Policy Document constitutes the complete contract of insurance. This Policy Document cannot be changed or varied except by an endorsement to the Policy in writing and signed by an officer of the Company authorized for the purpose.

**18) Payment of claim**

The Company shall be under no obligation to make any payment under Section 6 a) above unless and until the Company has received from the Policyholder (or the Nominee, or legal heirs, and at no expense to the Company) any information and documentation it requests, including but not limited to:

- i) Written notice as soon as possible and in any event within 180 days of the death of the Life Assured, and the circumstances resulting to the death of the Life Assured.
- ii) The claimant's proof of entitlement to receive payment under the Policy.
- iii) Original Policy Document.
- iv) Original death certificate of the Life Assured issued by a competent authority.
- v) Medical cause of death certificate from the doctor who last attended to the Life Assured or from the hospital in which the death occurred.

**19) Loss of Policy Document**

- a) If the Policy Document is lost or destroyed, then subject to Sub-Section c), at the request of the Policyholder, the Company, if satisfied that the Policy Document has been lost or destroyed, will issue a copy of the Policy Document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company will charge a miscellaneous charge specified in Section 33 f) below for the issuance of a copy of the Policy Document.
- b) Upon the issue of a copy of the Policy Document, the original Policy Document will cease to have any legal effect.
- c) The Company reserves the right to make such investigations into and call for such evidence of the loss or destruction of the Policy Document at the expense of the Policyholder, as it considers necessary before issuing a copy of the Policy Document.
- d) It is hereby understood and agreed that the Policyholder will protect the Company and hold the Company harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of the issuance of a copy of the Policy Document.

**20) Grievance Redressal**

For any assistance pertaining to the Policy servicing, the Policyholder may contact any nearest Customer Care Center during the Company's office hours from 9 am to 6 pm. Alternatively, the Policyholder may communicate with the Company:

By post at: Customer Care Desk  
Bajaj Allianz Life Insurance Company Ltd.  
GE Plaza, Airport Road, Yerawada, Pune - 411006

Toll Free No. 1800225858

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

**Grievance Redressal Committee**

Any grievance or complaint or suggestion 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

**21) Ombudsman**

If you are not satisfied with the decision/resolution of the Company on insurance claims, delay in settlement, dispute with regard to premium or non-receipt of insurance document then it may be referred in writing to the office of the insurance ombudsman whose details are in the Annexure 2 attached. For the latest list of insurance ombudsman, please refer to the IRDA website at [http://www.irdaindia.org/ins\\_ombusman.htm](http://www.irdaindia.org/ins_ombusman.htm) .

**22) 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.

**23) Taxation**

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

**24) Status of Insurance Agent**

The insurance agent is only authorized by the Company to arrange completion and submission of the Proposal Form. The insurance agent is not authorized to act as the Company's legal representative or act in any other way on behalf of the Company. Information or payment given to the insurance agent should not be considered as having been given to the Company.

**25) Termination Conditions**

This Policy shall immediately and automatically terminate on the earliest occurrence of any of the following events:

- i) The Units in the Policy are fully surrendered;
- ii) The Regular Premium Fund Value less Surrender Charge as per Section 33 g) falls to an amount equivalent to one prevailing Annual Premium provided all Regular Premiums have been paid for 3 full years;
- iii) On receipt of intimation at the Company's office of the death of the Life Assured
- iv) The Policy remaining lapsed per Section 5 b) for two years or up to third Policy Anniversary, whichever is later.
- v) The Maturity Date

**26) Section 45**

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

**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.

## PART "B" - SCHEDULE OF INVESTMENT FUNDS

### 27) Type of Funds

- i. The only Fund available under this Policy is Max Gain Fund I
- ii. The Company may add, close, merge, modify or consolidate the Fund(s) under this Policy with prior approval from the IRDA.

### 28) Valuation date

- a) The Company will value the Fund on each day the financial markets are open. However, the Company may value the Fund less frequently in circumstances where the value of the assets is too uncertain. In such circumstances, the Company may defer the valuation of assets for upto 30 days until the Company feels that certainty as to the value of assets has been resumed. The deferment of the valuation of assets will be with prior consultation with the IRDA. Examples of such circumstances are:
  1. When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed otherwise than for ordinary holidays.
  2. When, as a result of political, economic, monetary or any circumstances out of the control of the Company, the disposal of the assets of the Fund are not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Policyholders.
  3. During periods of extreme volatility of markets during which Surrenders and Switches would, in the opinion of the Company, be detrimental to the interests of the remaining Policyholders.
  4. In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
  5. In the event of any force majeure or disaster that affects the normal functioning of the Company.
  6. If so directed by the IRDA.
- b) The Policyholder shall be suitably notified of such a situation if it arises.

### 29) Fund Management

The Fund is internally managed by the Company.

### 30) Investment Objectives

#### **Max Gain Fund I**

The investment objective of this Fund is to provide a participation in the upside of the equity market while ensuring payment of the highest Unit Price recorded during the Policy Term at Maturity. The Investment strategy will include dynamic asset allocation between equities, debt and cash. It will also ensure that the gains of the Fund are locked-in during the term to achieve the payment of highest Unit Price recorded during the Policy Term at Maturity.

#### **Indicative Portfolio Allocation:**

Equity & Equity Derivatives*	:	0% - 100%
Debt & Debt Derivatives*	:	0% - 100%
Money market instruments, liquid Mutual Funds	:	0% - 100%

\* as and when allowed by the IRDA

The exposure to money market securities may be increased to 100%, keeping in view market conditions, market opportunities, and political, economic and other factors, depending on the perception of the Investment Manager. All changes in the asset allocation will be with the intention of protecting the interests of the Policyholders.

### 31) Risk Profile

The investment risk profiles of the Fund based on the nature of assets held in the Fund is High.

### 32) Fund Provisions

#### a) **Purpose of the Fund**

The Company has established the above Fund from which it will make payment of all of the benefits payable under this Policy.

#### b) **Investment of the Fund**

- i) The selection of the underlying investments of the Fund established by the Company and the valuation of assets to which it is referenced shall be such as the Company, in its absolute discretion, may from time to time determine provided it satisfies the investment objectives set out in Section 30 above and any IRDA Regulations as applicable from time to time. It is further provided that the assets of each Fund may comprise such proportion as the Company may determine including un-invested cash or any other assets whether or not this produces income.
- ii) 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 investments in favour of any person.

### 33) Charges

All the charges mentioned below except Surrender Charge will be subject to applicable Service Tax.

#### a) **Mortality Charge**

1. The Mortality Charge will be deducted at monthly intervals at the rate the Company applies to the attained Age and gender of the Life Assured, through cancellation of Units at the prevailing Unit Price on the Date of Commencement of Risk and on subsequent Monthly Due Dates. The Mortality Charge may vary from year to year according to the attained Age of the Life Assured at the time of deduction of the same.
2. The Mortality charge per thousand Sum at Risk is given in Annexure-1. The Mortality Charge is applied at the Sum at Risk, which is equal to the Sum Assured minus the Regular Premium Fund Value. If Top Up Premium is paid, the Sum at Risk for Units attributable to Top Up Premium will be the Top Up Sum Assured minus the Top Up Premium Fund Value.

#### b) **Fund related Charge**

##### i. **Fund Management Charge**



Fund	Fund Management Charge per annum
Max Gain Fund I	1.25%

**ii. Guarantee Charge**

Fund	Guarantee Charge per annum
Max Gain Fund I	0.25%

The Fund Management Charge and the Guarantee Charge are applied at Net Asset Value of the Fund before deduction of these Charges, while calculating Unit Price.

**c) Policy Administration Charge**

Policy Administration Charge, as mentioned in the Schedule, will be deducted by cancellation of Units at the prevailing Unit Price on the Policy Commencement Date and on subsequent Monthly Due Dates.

**d) Premium Allocation Charge**

This is a percentage of Regular Premium levied at the time of allocation of Regular Premium to the Unit Account. The Premium Allocation Charge is as follows:

Annual Premium size	Premium Allocation Charge in Policy Year			
	1	2	3	4 & above
25,000 – 99,999	20%	6%	6%	0%
100,000 – 249,999	20%	6%	0%	0%
250,000 & above	15%	3%	0%	0%

Top Up Premium Allocation Charge (through-out Policy Term) is 2%

**e) Switching Charge**

As only one Fund is available under this Policy, switching is not applicable.

**f) Miscellaneous Charge**

The Miscellaneous Charge would be charged at the rate of Rs.100/- per transaction in respect of reinstatement, the alteration of Regular Premium Frequency or mode, increase or decrease in Annual Premium or issuance of copy of Policy Document.

**g) Surrender Charge**

No Surrender Charge.

**h) Rider Premium Charge**

The Rider Premium Charge for Additional Rider Benefit, if any, will be deducted at the rate the Company applies to the attained Age of the Life Assured and gender of the Life Assured, through

cancellation of Units at the prevailing Unit Price on the Date of Commencement of Risk and on subsequent Monthly Due Dates whilst the Additional Rider Benefits, if any, as mentioned in the Schedule, remains in force. The Rider Premium charge may vary from year to year according to the attained Age of the Life Assured at the time of deduction of the same.

**34) Recovery of Charges**

- a) The Fund Management Charge and the Guarantee Charge will be deducted from the NAV of the Fund while calculating the Unit Price.
- b) The Policy Administration Charge, the Mortality Charges and the Rider Premium Charges, if any, will be recovered monthly at Monthly Due Dates by the redemption of Units at the prevailing Unit Price.

**35) Change in Rate of Charges**

- a) With prior approval from the IRDA, the Company reserves the right to change the above mentioned Charges as under Section 33 above.
- b) The Company shall send a notice to the Policyholder of any of the revision in Charges. If the Policyholder objects in writing to the modified Charges within 30 days of the date stated on the communication by the Company, he shall be allowed to withdraw the Units under the Policy at the then prevailing Unit Price less the Surrender Charge per Section 33 g) and terminate the Policy. If the Company does not receive a written objection from the Policyholder within 30 days of the date stated on the communication by the Company, the Policyholder shall be deemed to have accepted the proposed changes.

**36) Unit Transactions**

- a) Allocation of Units
  - i) For Regular Premium or Top Up Premium received in cash or local cheques or demand drafts by the Company, by the closing time for the day as specified by the IRDA from time to time, the closing Unit Price of the day it is received shall be applicable. The closing time presently specified by the IRDA is 3:00 pm.
  - ii) For Regular Premium or Top Up Premium received in cash or local cheques or demand drafts by the Company, after the closing time for the day as specified by the IRDA from time to time, the closing Unit Price of the next Business Day shall be applicable. The closing time presently prescribed by the IRDA is 3:00 pm.
  - iii) For Regular Premium or Top Up Premium received through out station cheques, the closing Unit Price of the Business Day on which the cheque is cleared shall be applicable.
- b) Redemption of Units
  - i) For written applications received by the Company from the Policyholder for death, surrender, partial withdrawal by the closing time for the day as specified by the IRDA from time to time, the closing Unit Price of the day it is received shall be applicable. The closing time presently prescribed by the IRDA is 3:00 pm
  - ii) For written applications received by the Company from the Policyholder for death, surrender, Partial Withdrawal on a day after the closing time for the day as specified by the IRDA from time to time,

the closing Unit Price of the next Business Day shall be applicable. The closing time presently prescribed by the IRDA is 3:00 pm

**37) Right to Defer the Unit Transactions**

The interests of the Policyholders holding Units but not involved in transactions shall not be affected while establishing the Unit Price for transactions into and out of a Fund. If in the opinion of the Company, the exercise of any transaction by a Policyholder at a Unit Price determined by the procedures given herein above in Section 1 hh), would be materially unfair to the remaining Policyholders, then all transactions to and from such Funds will be suspended for upto 30 days to allow the transactions to be exercised at a Unit Price that would not be materially unfair. The deferment of transactions will be with prior consultation with the IRDA. If the Company defers the transaction, then the Company will use the Unit Price of the day on which the transaction actually takes place. The Company shall send notice to the Policyholder should such a situation arise.

**38) Non-Participation in Profits**

This Policy shall participate only in the investment performance of the underlying Funds.

**39) Unit Statement**

The Company will issue Unit Statement to the Policyholder at every Policy Anniversary or on the happening of any Unit transaction under the Policy except due to deduction of the Charges as mentioned in Section 33) above.

Dated at \_\_\_\_\_ this \_\_\_ Day of \_\_\_\_\_ 200\_

For and on behalf of Bajaj Allianz Life Insurance Company Limited

Authorised Signatory