

“IN THIS POLICY, THE INVESTMENT RISK IN INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER”

POLICY DOCUMENT

This Policy is issued on the basis of the information given and declarations 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 as follows. 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”** means an amount of Regular Premium payable by the Policyholder in a Policy Year.
- c) **“Business Day”** means 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”** means BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED.
- f) **“Current Assets”** include cash balance, bank FD’s and CD’s, 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 payables, if any, from the Fund.
- h) **“Date of Commencement of Risk”** means the Policy Commencement Date, unless the Life Assured is a minor, in which case this will mean the Monthly Due Date following the Life Assured attaining Age 7 and as specified in the Schedule.
- i) **“Fund”** means a separately identifiable investment-linked fund set up by the Company and specified in the Schedule of Investment Funds.
- j) **“Life Assured”** means the person named in the Schedule whose life is assured under this Policy.
- k) **“Maturity Date”** means the date specified in the Schedule on which the Maturity Benefit as specified per Section 6.2 below shall become payable to the Policyholder.
- l) **“Monthly Due Date”** means the date corresponding numerically with the Policy Commencement Date in each subsequent month.
- m) **“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 this Policy upon the death of the Life Assured as mentioned in Section 6.1.
- n) **“Policy”** means the arrangements established by this Policy Document.
- o) **“Policy Anniversary”** means the date corresponding numerically with the Policy Commencement Date in each subsequent year during the Policy Term.
- p) **“Policy Commencement Date”** means the date of commencement of the Policy as specified in the Schedule.
- q) **“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.
- r) **“Policyholder”** means the adult person named in the Schedule who has concluded the Policy with the Company.
- s) **“Policy Term”** means the period between the Policy Commencement Date and the Maturity Date as specified in the Schedule.
- t) **“Policy Year”** means the year commencing on the Policy Commencement Date or any Policy Anniversary thereof.

- u) **"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.
- v) **"Proposal Form"** means the Policyholder's statements 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 of the Policy.
- w) **"Regular Premium"** means the premium payable by the Policyholder at regular intervals during the Policy Term in the amounts and at the frequency specified in the Schedule.
- x) **"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.
- y) **"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 6.1 below upon the death of the Life Assured after the Date of Commencement of Risk.
- z) **"Top Up Premium"** means the amount of additional premium paid over and above the Regular Premium payable.
- aa) **"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.
- bb) **"Unit"** means a proportionate part of a Fund created to determine the Unit Price.
- cc) **"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 underlying assets of a Fund.
- dd) **"Unit Price"** means the value per Unit calculated in Rupees as follows:
- ee) 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 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 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.
- ff) **"Valuation Date"** refers to the date when the Unit Price of the Fund is determined.

2. Policy Description:

- a) This Policy is a Regular Premium, unit linked, endowment plan. The Regular Premium and Top Up Premium, if any, paid by the Policyholder will be used to allocate Units in the Unit Account after applying the Premium Allocation Rate as specified in the Schedule of this Policy, in one or more of the available Funds in the proportions specified by the Policyholder in the Proposal Form or as subsequently informed by the Policyholder to the Company through a written application from time to time. Switches between the Funds may be made by the Policyholder per Section 7(a) below.
- b) The Premium Allocation Rate will vary according to the Policy Year of the due date of the Regular Premium and whether it is Regular Premium or Top Up Premium.
- c) The Policy enables the Policyholder/Life Assured to participate only in the investment performance of the Fund(s), to the extent of allocated Units and does not in any way confer any right whatsoever on the Policyholder/Life Assured to otherwise share in the assets, the profits or surplus of the business of the Company.

3 Regular Premium:

Regular Premium are payable in full by the due date. The Company does not have any obligation to issue a notice that Regular Premium is due and or for the amount that is due.

- a) The Company will not accept any amount lesser than the Regular Premium as the Regular Premium due.
- b) The frequency of payment of Regular Premium may be changed by the Policyholder only at a Policy Anniversary subject to minimum Annual Premium requirements as determined by the Company from time to time, by giving written notice to the Company at least 30 days before the Policy Anniversary. A monthly frequency for payment of Regular Premium will be allowed only under the salary deduction schemes or through Electronic Clearance Service (ECS).

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 due by the due date as specified in the Schedule, the Company shall give a grace period of 30 days for premium frequencies other than monthly and 15 days for monthly payment frequency during which the Regular Premium due must be received by the Company in full. If the Life Assured's death occurs during the grace period, the full death benefit per section 6.1 shall be payable.
- b) In the event of failure to make payment of full Regular Premium falling due during the first three Policy Years and non-payment of the complete amount due even within the grace period in the first 3 Policy Years.
 - i) The Policy shall automatically and immediately lapse for the insurance cover including the cover under all riders at the end of grace period. However, the Policyholder may revive the Policy, subject to Sub-Section d) below, within a revival period of two years from the due date of first unpaid Regular Premium subject always to Section 25 below, failing which the contract shall be terminated and the Fund Value as on date of lapse less the surrender charge as per Section 6.3 would be paid at the end of the third Policy Year or at the expiry of the revival period, whichever is later.

- ii) If Policy is in lapsed status and if death of the Life Assured occurs during this period, the Regular Premium Fund Value plus the Top Up Premium Fund Value, if any, as on date of lapse would be paid and the Policy shall terminate immediately.
- c) In the event of failure to make payment of full Regular Premium falling due after the first three Policy Years and non-payment of the complete amount due even within the grace period after the first 3 Policy Years:
 - i) Provided that the Policyholder has paid all Regular Premium due for the first three Policy Years, the Policyholder will be given an opportunity to revive the Policy, subject always to Sub-Section d) below, within two years from the first unpaid Regular Premium. During this limited period for revival, or up to the Maturity Date (if earlier), the Policy shall continue for full insurance cover by levying all Charges as per Section 33 and Section 34 below and subject to Section 25.
 - ii) If the Policyholder has failed to revive the Policy within the revival period of two years and if the Maturity Date has not yet arrived, 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.
 - iii) If the Policyholder does not opt to continue the Policy after the expiry of the revival period, the Policy shall stand terminated and the below mentioned amount shall be payable to the Policyholder.
 - On the expiry of the revival period, the Surrender Value as on the date of termination per Section 6.3, or
 - If the Maturity Date arrives before the expiry of the revival period, the Regular Premium Fund Value plus Top Up Premium Fund Value, if any.
- 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 Benefits Payable:

6.1 Death Benefit:

- a) If the Policy is not lapsed as per Section 5)b) & provided the policy is not terminated per any other condition in Section 25:
 - i).On death before attaining Age 7 years: In the event of the death of the Life Assured before the Life Assured attains Age 7 years, the Company shall pay the Regular Premium Fund Value and the Top Up Premium Fund Value, if any, as at the date of receipt of intimation of death at the office of the Company.
 - ii).On death on or after attaining Age 7 years: In the event of the death of the Life Assured on or after the Life Assured attains Age 7 years, the Company shall pay the Sum Assured plus the Regular Premium Fund Value and the Top Up Premium Fund Value, if any, as at the date of receipt of intimation of death at the office of the Company.
- b) If the Policy is lapsed as per Section 5)b), then on death of the Life Assured, the Company shall pay the Regular Premium Fund Value and the Top Up Premium Fund Value, if any, as on date of lapse.
- c) The Policy shall terminate immediately upon payment of death benefit.

6.2 Maturity Benefits

- a) On maturity, the Company shall pay the Regular Premium Fund Value and the Top Up Premium Fund Value, if any, to the Policyholder as Maturity Benefit provided the Policy has not been terminated per Section 25.

- b) Alternatively Policyholder can draw Maturity Benefits as a series of payments at regular intervals per Section 7)d) by opting for Settlement Option.

6.3 Surrender Value

- i). From the fourth Policy Year, the Policyholder may surrender the Policy at any time.
- ii). The Surrender Value of the Policy will be equal to the Regular Premium Fund Value less Surrender Charge, if any, as per Section 33)h) plus Top-Up Premium Fund Value, if any. The Company shall thereafter terminate the Policy as per Section 25 upon payment of the full Surrender Value.
- iii). In case, if first three years Regular Premiums have not been paid and the Policy is lapsed, the Surrender Value as on date of lapse would be payable at the expiry of the revival period or three Policy Years, whichever is later.

6.4 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.

7 Flexibilities

Whilst the Policy is not lapsed, the Policyholder may, subject to the approval of the Company, exercise any of the following options by using the prescribed application form and meeting the conditions set out therein;

a) Switching

The Company offers the Policyholder the option to switch Units between Funds at such price and subject to such terms and conditions as specified by the Company at that time provided the Policy is in force. The Policyholder may transfer or "switch" any of the Units in any Fund, to another existing Fund or new Fund established by the Company provided:

- i) The Company has received from the Policyholder a written notice setting out the proposed amount of the switch, Funds to be switched-from and the Funds to be switched-to.
- ii) The minimum switching amount is Rs.5,000 or the value of Units held by the Policyholder in the Fund to be switched from, whichever is lower.
- iii) The Company shall effect the switch by redeeming Units from the Fund to be switched from and allocating new Units in the Fund being switched to at their respective Unit Price.
- iv) The Policyholder may exercise unlimited free switches during the Policy Term.

b) Partial Withdrawal of Units

- i). Partial Withdrawal of Units are allowed after three years from the Policy Commencement Date, provided:
 - Regular Premiums for three full Policy Years have been paid.
 - The Company has received a written notice from the Policyholder specifying the amount to be withdrawn.
 - The minimum amount of withdrawal is Rs.1000/- and a minimum balance of two Annual Premium (in the Regular Premium Fund) across all Funds should be maintained after the proposed withdrawal.
 - The Life Assured is not a minor.

- ii). For the purpose of partial withdrawals, each payment of Top Up Premium shall have a lock-in period of three years, unless the payment of Top Up Premium is made in the last three Policy Year.
- iii). All partial withdrawals will be first made from eligible Top Up Premium Units, if any. Once the Top Up Premium Units are exhausted, further partial withdrawals will be made from Regular Premiums Units.
- iv). In case the Policy is taken on the life of a minor, the partial withdrawals shall not be allowed until the minor (Life Assured) attains majority (ie. On or after attainment of Age 18) .
- 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 subject to approval from IRDA.
- vi). No Charge will be applied in case of partial withdrawal.

c) Premium Apportionment:

- i). The Policyholder may at any Policy Anniversary change the proportion of Regular Premium and/or Top Up Premium apportionment referred to in Section 2.b) above by giving a notice to the Company in writing.
- ii). The premium apportionment to a Fund in which the Policyholder wishes to invest must be at least 5% of the premium. The Company reserves the right to revise the above minimum apportionment percentage upon giving written notice of not less than three (3) months, subject to prior approval from IRDA.
- iii). The Company shall notify the Policyholder accordingly of the approval or otherwise of the exercise of any of the aforesaid options.

d) Settlement Option:

- i) Provided the Company has received a written application duly signed by the Policyholder at least 90 days prior to the Maturity Date exercising the Settlement Option and the Company has accepted the request, the Maturity Benefit as specified in Section 6.2 above is payable by the Company to the Policyholder in equal installments (yearly, half yearly, quarterly or monthly, at the Policyholder's option) spread over a maximum period of 5 years.

The amount paid out to the Policyholder in each installment will be the outstanding Regular Premium Fund Value and Top Up Premium Fund Value, if any, at that date divided by the number of outstanding installments.

- ii) Installment payments will be made by redeeming units from the Funds at the Unit Price applicable as at the installment date. The redemption of Units will be effected in the same proportion as the value of Units held in each Fund on the installment date. If the value of Units in any Fund falls to the extent that it is insufficient to support the proportionate monthly Charges, then the same shall be deducted proportionately from other Funds
- iii) All Charges except the Mortality Charge and Rider Premium Charge, if any, shall be deducted per Section 33 and Section 34 through the redemption of units from the Funds during the period of the Settlement Option.
- iv) No Switches or Partial Withdrawals are allowed during the period of the Settlement Option.
- v) No Death Benefit or Additional Rider Benefit will be available to the Life Assured during the period of the Settlement Option.
- vii) The Settlement Option can only be exercised by the Policyholder.

e) Top Up Premium

- i) The Policyholder shall have the option to pay Top Up Premium at any time provided all due Regular Premiums have been paid till date.
- ii) At any time, the total amount of Top Up Premium paid or proposed to be paid should not exceeds 25% of the Regular Premiums paid till date.
- iii) The minimum Top Up Premium payable is Rs. 1,000, subject always to the Company's right to alter this minimum amount payable from time to time, subject to the approval of the 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 Assurer'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 6.3 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.

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 6.1 upon 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 or representatives of the Policyholder.
- d) An assignment will automatically cancel any existing 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:

If the Life Assured commits suicide whether sane or insane, within one year from the Date of Commencement of Risk or date of revival, whichever is later, the Company will not entertain any claim by virtue of this Policy except 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 to the Company.

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 or Life Assured 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 or Life Assured on the 7th day of posting or in the case of hand delivery, facsimile or E-mail within 7 days 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 the address of the Company as specified in the Schedule.

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 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, teleservice 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 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 a Policy endorsement in writing 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 6.1 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 in any event within 180 days of the death of the Life Assured, and the circumstances resulting in the death of the Life Assured.
- ii) The claimant's proof of entitlement to receive the Policy moneys.
- iii) Original Policy Document.
- iv) Original death, certificate of the Life Assured certified by the competent authority.
- v) Medical cause of death certificate from the doctor last attends to the Life Assured or from the hospital in which the death occurred.
- vi) Any other relevant documents or information as may be required by the Company for the processing of the claim depending upon the cause of the death.

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 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 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 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 our office hours 9 am to 6 pm. Alternatively, you may communicate with us:

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

Grievance Redressal Committee

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

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

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 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 earlier occurrence of either of the following events:

- i) The units in the Policy are fully surrendered.
- ii) The Regular Premium Fund Value less Surrender Charge, if any, falls to an amount equivalent to one Annual Premium provided the Regular Premiums for first three years have been paid.
- iii) Upon death of the Life Assured.
- iv) The Policy is lapsed as per Section 5.b) for two years or upto third Policy Anniversary whichever is later .
- v) On maturity date, unless the Policyholder has opted for Settlement Option or
- vi) The expiry of the period for the Settlement Option.

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

- a) The following Funds are available as at the Policy Commencement Date:
1. Accelerator Mid-Cap Fund
 2. Equity Growth Fund
 3. Pure Stock Fund
 4. Asset Allocation Fund
 5. Equity Index Fund II
 6. Bond Fund
 7. Liquid Fund
- b) The Company may add, close, merge, modify or consolidate the Funds under this Policy with prior approval from the IRDA.

28 Valuation Date

The Company will value the Funds on each day the financial markets are open. However, the Company reserves the right to value less frequently in extreme circumstances, where the value of the assets may be too uncertain. In such circumstances, the Company may defer valuation of assets until a certainty on the value of assets is resumed. The deferment of valuation of assets will be subject to prior consultation with IRDA. Examples of such circumstances are:

- a) 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.
- b) 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.
- c) 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.
- d) In the case of natural calamities, strikes, war, civil unrest, riots and bandhs.
- e) In the event of any force majeure or disaster that affects the normal functioning of the Company.
- f) If so directed by IRDA.

The Policyholder shall be suitably notified should such a situation arise.

29 Fund Management

All the Funds are internally managed by the Company.

30 Investment Objective

(a) Accelerator Mid-Cap Fund:

The investment objective of this Fund is to achieve capital appreciation by investing in a diversified basket of mid cap stocks and large cap stocks.

Indicative Portfolio Allocation:

Equity: Not less than 60%; Out of the Equity investment: Not less than 50% will be in mid cap stocks

Bank deposits and money market instruments - not more than 40%

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 Policy holders.

(b) Equity Growth Fund:

The investment objective of this Fund is to provide capital appreciation through investment in select equity stocks that have the potential for capital appreciation.

Indicative Portfolio Allocation:

Equity: Not less than 60%

Bank deposits and money market instruments: Not more than 40%

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 Policy holders.

(c) Pure Stock Fund:

The investment objective of this fund is to specifically exclude companies dealing in gambling, contests, liquor, entertainment (films, TV etc.), hotels, banks and financial institutions.

Indicative Portfolio Allocation:

Equity: Not less than 60%

Government treasury bills (Non-interest bearing): Not more than 40%

The exposure to Government treasury bills (Non-interest bearing) 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 Policy holders.

(d) Asset Allocation Fund:

The investment objective of this Fund will be to realize a level of total income, including current income and capital appreciation, which is consistent with reasonable investment risk. The investment strategy will involve a flexible policy for allocating assets among equities, bonds and cash. The fund strategy will be to adjust the mix between these asset classes to capitalize on the changing financial markets and economic conditions. The Fund will adjust its weights in equity, debt and cash depending on the relative attractiveness of each asset class.

Indicative Portfolio Allocation:

Equity: 0% - 100%

Debt and Money market instruments: 0% - 100%

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 Policy holders.

(e) Equity Index Fund II

The investment objective of this Fund is to provide capital appreciation through investment in equities forming part of National Stock Exchange NIFTY.

Indicative Portfolio Allocation:

Equity: Not less than 60%

Bank deposits and money market instruments: Not more than 40%

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 Policy holders.

(f) Bond Fund:

The investment objective of this Fund is to provide accumulation of income through investment in high quality fixed income securities like G-Secs, and corporate debt rated AA and above.

Indicative Portfolio Allocation:

Debt and money market instruments: 100%

(g) Liquid Fund:

The investment objective of this Fund is to have a Fund that protects the invested capital through investments in liquid money market and short-term instruments like commercial papers, certificate of deposits, money market mutual funds, and bank FDs etc.

Indicative Portfolio Allocation:

Bank deposits and money Market Instruments: 100%

31 Risk Profile

The investment risk profiles of the Funds based on the nature of assets held in each Fund are as follows:-

Funds	Risk Profile
Accelerator Mid-Cap Fund	Very High
Equity Growth Fund	Very High
Pure Stock Fund	Very High
Asset Allocation Fund	High
Equity Index Fund II	High
Bond Fund	Moderate
Liquid Fund	Low

32 Fund Provisions

a) Purpose of the Funds

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

b) Investment of the Funds

i) The selection of the underlying investments of each 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

- i). The Mortality Charge would be deducted at monthly intervals at the rate the Company applies to the attained age 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 Policy remains in-force. 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.
- ii). The Mortality Charge per thousand Sum at Risk is given in Annexure -1.
The Mortality Charge is applied at Sum at Risk, which is equal to the Sum Assured.
- iii). The Mortality Charge by attained age is guaranteed throughout the Policy Term.

b) 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:

Regular Premium due in Policy Year	Premium Allocation Charge
1	50%
2 to 3	3%
4 and above	2%

Premium Allocation Charge on Top Up Premium is 2%

c) Fund Management Charge

Fund	Fund Management Charge per annum
Accelerator Mid-Cap Fund	1.75%
Equity Growth Fund	1.75%
Pure Stock Fund	1.75%
Asset Allocation Fund	1.25%
Equity Index Fund II	1.25%
Bond Fund	0.95%
Liquid Fund	0.95%

The Fund Management Charge is applied at Net Asset Value of the Funds before deduction of this Charge. This Charge is subject to revision as per Section 35(a).

d) Policy Administration Charge

Policy Administration Charge as mentioned in the Schedule, will be deducted at each Monthly Due Date by cancellation of Units. This charge is not subject to revision.

e) Switching Charge :

No Switching Charge.

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/or issuance of copy of Policy Document. This Charge is subject to revision per Section 35(b)

g) Rider Premium Charge

- i) The Rider Premium Charge for Additional Rider Benefit, if any, will be deducted at monthly intervals 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.
- ii) This Charge is subject to revision per Section 35.c).

h) Surrender Charge

The Surrender Charge as percentage of First Year's Annual Premium is as follows:-

Duration elapsed since Policy Commencement Date (in months)			
1 - 59	60 - 71	72 - 83	84 +
50%	15%	10%	0.0%

No Surrender Charge will be applied on Units in respect of Top Up Premium.

This Charge is not subject to revision.

34 Recovery of Charges

- a) The Fund Management Charge will be deducted from the NAV of the Funds 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.
- c) In the event that the Units are held in more than one Fund, the redemption of Units will be effected in the same proportion as the value of Units held in each Fund under the Policy. If the value of Units in any Fund falls to the extent that it is insufficient to support the proportionate monthly charges, then the same shall be deducted proportionately from the value of Units of the other Funds.

35 Change in rate of Charges

- a) The Company reserves the right to change the Fund Management Charge at any time with prior approval from the IRDA upto a maximum of 2.75% per annum of the net asset value for the Pure Stock Fund, Equity Growth Fund and Accelerator Mid-Cap Fund, 1.75% p.a. for the Bond Fund and Liquid Fund, 2.25% p.a. for the Equity Index Fund II and Asset Allocation Fund.
- b) The Company reserves the right to revise the Miscellaneous Charge given in Section 33(f) up to a maximum of Rs.200 per transaction with prior approval from the IRDA

- c) Rider Premium Charges as per the terms and conditions of the Additional Rider Benefits.
- d) The Company shall notify the Policyholder of any of the above-mentioned changes in the Charges. If the Policyholder objects in writing to the modified Charges within 30 days of the date of 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 as per Section 33(h) and terminate the Policy. If the Company does not receive a written objection from the Policyholder within 30 days of 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, or requests for Fund switches received 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, or requests for Fund switches received 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) Redemptions of Units:

- i) For written applications received by the Company from the Policyholder for death, surrender, partial withdrawal or switch out 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 or switch out 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, 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 Policyholder shall be notified should such a situation arise.

38 Non-Participation in Profit

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

39 Fund Closure:

The Company may close any of the Funds with the prior approval of the IRDA, if in the sole and absolute opinion of the Company, the said Fund shall be closed. The Policyholder shall be given at least three months prior written notice of the Company's intention to close any of the Funds and on and from the date of such closure, the Company shall cease to allocate and redeem Units of the said Fund and cease to carry on business activities in respect of the said Fund. In such an event if the Units are not withdrawn or switched to any other Fund by the Policyholder within 3 months of dispatch of notice, the Company will switch the said Units to the Bond Fund. No fee will be charged for switching in the event of such closure of Funds.

40 Unit Statement

The Company will issue a 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 34)

Dated at _____ this ___Day of _____200_

For and behalf of Bajaj Allianz Life Insurance Company

Authorised Signatory