

**Allianz Bajaj Life Insurance Company Limited**

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

Allianz Bajaj Group Gratuity Care

**for the employees of**

\_\_\_\_\_

## GROUP GRATUITY CARE MASTER POLICY SCHEDULE

**Schedule No: [x]**

**Schedule Date:**

This Schedule supersedes any earlier Schedule issued by the Insurer.

- 1) Master Policy No : \_\_\_\_\_
- 2) Date of execution of the trust deed : \_\_\_\_\_
- 3) Policyholder : \_\_\_\_\_
- 4) Policyholder's address : \_\_\_\_\_
- 5) Employer : \_\_\_\_\_
- 6) Insurer's address for notification : \_\_\_\_\_
- 7) Commencement Date : \_\_\_\_\_
- 8) Initial Contribution : Amount [ ] Method [ ] frequency [ ]
- 9) Per Clause 8)a)ii)(2), is the death benefit on Vesting Date operative?
  - a. If yes, the option chosen by the Policyholder under clause 8)a)ii)(2) :  
option a) [ ] or option b) [ ]
  - b. If option b) opted for, the Sum Assured : \_\_\_\_\_
- 10) Minimum Account Value before deemed surrender per clause 4)c) : \_\_\_\_\_
- 11) Fund chosen for investment by the Policyholder per clause 6)a) : \_\_\_\_\_
- 12) Endorsements, if any : \_\_\_\_\_

## Schedule of Funds & Charges

### Funds

1) The Funds offered by the Policyholder as at the date of this Schedule are as detailed below, and the Policyholder may select the direction of Initial Contribution and Continuing Contribution to one of the Funds only. The investment objectives of each available Fund and the indicative portfolio allocation as at the date of this Schedule:

- a. Secure Gain:** For low principal risk and stable returns.
- b. Stable Gain:** For moderate level of risk and an opportunity to earn higher returns.
- c. Accelerated Gain:** For enhanced returns over a period of time together with volatility.
- d. Level Gain:** A mechanism of reserve building to protect market volatility.

2) The asset composition of each Fund will be as under:

<b>Assets (Upper Limit)</b>	<b>Secure Gain</b>	<b>Stable Gain</b>	<b>Accelerated Gain</b>	<b>Level Gain</b>
Govt. and Government approved Securities	90%	80%	50%	50%
Corporate bonds rated AA or above by Crisil	30%	40%	50%	50%
Money market or other liquid assets	20%	20%	20%	20%
Infrastructure sector as defined by the IRDA	25%	25%	25%	25%
Listed equities	20%	35%	50%	50%

While the upper investment limits in the Accelerated Gain and Level Gain Funds are the same, in each Policy Year where the fund value of [Level Gain] appreciates by 10% or more, 5% of the appreciation in the Policy Year will be transferred out of the Level Gain Fund. If in any subsequent Policy Year, the fund

value falls by 5% or more, 5% of the amounts earlier transferred shall be transferred back to the Level Gain Fund.

### **Charges (applicable as at the date of this Schedule)**

The Insurer reserves the right to alter the charges specified below from time to time. The Insurer will inform the Policyholder of the charge in force after a change has been made.

1) Switching processing fee:

Per Clause 7a), the switching charge as at the date of this Schedule shall be 0.5% of the value of Units to be switched.

2) Exit load

Per Clause 8)c)iv), the exit load as at the date of this Schedule shall be as set out below:

	Exit load as percentage of value of Units cancelled
First Policy Year	0.50%
Second Policy Year	0.35%
Third Policy Year	0.20%
Fourth Policy Year and subsequent	0

3) Service charges

Per clause 10), a fee will be charged each Policy Year at Rs.20/- per Member subject to a minimum of Rs.2,000/- and a maximum of Rs.9,000/-, which will be deducted from the Fund by the cancellation of an equivalent number of Units on each Policy Anniversary.

4) Investment management charge :

a) Per clause 10), a charge of 1.2% per annum on the value of each Fund which the Insurer shall collect by way of a weekly adjustment to the Net Asset Value of each Fund.

- b) The Insurer reserves the right to revise this rate at any time, subject to the prior approval of the IRDA, after sending 30 days prior written notice to the Policyholder.
- c) The Insurer shall discount this charge as follows:

Account Value	Charge applicable
Upto Rs.2 Crores	0
Rs.2-5 Crores	0.2%
Over Rs.5 Crores	0.4%

In the case of the Account Value crossing any threshold between two Annual Renewal Dates, the new discounted rate will be available from the later Annual Renewal Date.

5) Surrender Charges

Per Clause 9)b), the surrender penalty as at the date of this Schedule shall be as set out below:

	Surrender Penalty as percentage of value of Units cancelled
First & Second Policy Years	3%
Third & Fourth Policy Years	2%
Fifth & Sixth Policy Years	1%
Seventh Policy Year and subsequent	0

6) Replacement Fee

Per Clause 17)a)ii), the fee applicable as at the date of this Schedule is Rs.[50].

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2004

For and on behalf of Allianz Bajaj Life Insurance Company Ltd.

Authorised Signature

Examined by: \_\_\_\_\_



of Members as at the Commencement Date, such amount to be paid in the manner, amount and frequency specified in the Schedule.

- xii) Member A beneficiary of the Trust of which the Policyholder is a trustee, provided that such person meets and continues to satisfy the eligibility criteria established in the Scheme Rules to be a beneficiary of such Trust.
- xiii) Members' Register A Register maintained by the Insurer containing pertinent details in respect of each Member such as his name, age, his length of Service as at the Entry Date, his Normal Retirement Date, the applicability of any Sum Assured (as per Clause 8)a)ii)(2) below), the beneficiary nominated by him to receive benefits from the Policyholder in the event of his death, and any special conditions applicable to any particular Member.
- xiv) Net Asset Value Subject to Clause 5)d), the market value of the underlying investments of each Fund plus current assets (including but not limited to cash balances, fixed deposits, current deposits, commercial paper, accrued investment income (not due and due but not received) and other receivables, if any) and less current liabilities (including but not limited to brokerage, stamp duty payable, custodian and fund administration charges payable and other payables, if any) and provisions, all as determined by the Insurer from time to time (in accordance with applicable regulations issued by the Insurance Regulatory & Development Authority), whose decisions in this regard shall be final and binding.
- xv) Normal Retirement Date The date according to the Members' Register upon which each Member is expected to retire from Service.
- xvi) Policy The arrangements established by the Policy Documents.
- xvii) Policyholder The persons named in the Schedule, being the trustees (jointly) of the Trust (being the trust established for the purposes of the Payment of Gratuity Act 1972) and their lawful successors.

xviii) Policy Year	The 12 month period following the Commencement Date and thereafter each annual anniversary of it.
xix) Policy Document	This Policy Wording, the Schedule (which is attached to and form part of this Policy, and if more than one then the latest in time), the Proposal (completed and signed by the Policyholder for the purpose of obtaining this Policy along with any other information or documentation provided to the Insurer for that purpose and based upon which this Policy is issued), the Switch Notice and the Scheme Rules.
xx) Premium	The amount payable by the Policyholder to the Insurer at the Commencement Date and by each Annual Renewal Date to keep the benefits under Clause 8)a)ii)2) of this Policy in force.
xxi) Scheme Rules	The rules governing the operation of the Trust issued by the Policyholder and attached to the trust deed executed on the date specified in the Schedule.
xxii) Salary	In relation to each Member, the gross monthly salary of that Member inclusive of dearness allowance (if any) but excluding commission, house rent allowance, bonus, overtime, any other allowance, or perquisite.
xxiii) Service	Continuous service with the Employer as defined in the Payment of Gratuity Act 1972.
xxiv) Sum Assured	The amount calculated in accordance with Clause 8)a)ii)(2).
xxv) Unit	A notional part of a Fund created by the Insurer for the purpose of ascertaining the benefits available under this Policy.
xxvi) Unit Price	The price established by the Insurer on each Valuation date at which the Insurer will allocate and cancel Units in the Funds, rounded down to three decimal places.
xxvii) Valuation Date	The date upon which the Net Asset Value is determined by the Insurer.





- ii) The Vesting Date.

3) **Duration of Policy**

The Insurer may cancel this Policy by sending the Policyholder written notice of this at least 3 months before the Policy Anniversary, in which case the Policy shall be deemed to have been surrendered in full as at the Annual Renewal Date and the terms of Clause 9) shall apply.

4) **Calculation of Premium & Continuing Contribution**

- a) The Premium and Continuing Contribution payable at the Annual Renewal Date hereunder shall be as determined by the Insurer and notified to the Policyholder in writing at least 30 days prior to the Annual Renewal Date, but in respect of the Continuing Contribution shall not be less than the amount to be paid into the Trust as provided for under the Scheme Rules.
- b) If the Premium is not paid prior to the Annual Renewal Date, then the Insurer will allow a grace period of 30 days from that date within which the default shall be rectified. If the Policyholder does not pay the Premium within the grace period, then the benefits described at Clause 8)a)ii)(2) below shall be deemed to have ceased as at the previous Annual Renewal Date and, in the event of a claim during the grace period under Clause 8)a)ii), it is agreed that the amount payable by the Insurer shall be reduced by the total amount of Premium that should have been paid by the Annual Renewal Date.
- c) If the Continuing Contribution is not paid prior to the Annual Renewal Date, then the Insurer will allow a grace period of 30 days from that date within which the default shall be rectified. If the Policyholder does not pay the Continuing Contribution within the grace period. In such eventuality, the Account shall continue until such time as the Account Value is equal to or less than the sum specified in the Schedule, at which point there shall be a deemed surrender pursuant to Clause 9).

5) **Allocation of Initial and Continuing Contribution**

- a) Initial and Continuing Contribution received will be applied 100% towards the allocation of Units in the Funds chosen by the Policyholder, as recorded in the Schedule.
- b) Units will be allocated at the Unit Price by dividing the Initial and Continuing Contribution received by the Net Asset Value per existing number of units in such Funds prevailing on the day of allocation. The Insurer will calculate the Net Asset Value as often as it deems

necessary, but at least once every week, based on the value of assets on the previous working day.

- c) For the avoidance of doubt:
  - i) It is agreed that the allocation of Units to the Account and the Account itself are only means by which the value of the Policy may be determined and, accordingly, neither the Units nor the Account gives rise to any legal or beneficial ownership or right in favour of the Policyholder or the Members in either the assets to which the Funds are referenced or the income from those assets or any surpluses in any Fund or any assets or profits of the Insurer.
  - ii) The Insurer does not guarantee the value of Units; the value of Units will depend on market risk and the performance of the Fund to which the Units are referenced and, accordingly, the value of Units may fall, rise or remain unchanged.
- d) The Insurer reserves the right to suspend the allocation of Units and/or the rights granted to the Policyholder under Clause 7) and/or the cancellation of Units for a period of upto 30 days, if the Insurer considers, in its sole and absolute discretion, that this is justified by extraordinary circumstances including (but not limited to) excessive volatility of the value of the assets to which any Fund is referenced, the suspension of trading on any stock exchange, natural calamities, riots and public disorder, war or warlike activities, and terrorist attacks or threats. Under such circumstances as declared by the Insured, the Insurer may also change the formula for calculating the Net Asset Value.

## 6) **Funds**

- a) The investment objectives of the Funds offered by the Insurer and indicative portfolio allocation, both as at the Commencement Date, are as detailed in the Schedule.
- b) The Insurer is entitled to and shall apply an investment and administration charge as specified in the Schedule.
- c) The Insurer may, in its sole and absolute discretion, close any Fund subject to IRDA approval. The Policyholder shall be sent at least 3 months prior written notice of the Insurer's intention to close any of the Funds specifying the date upon which the Fund shall be closed, and the Policyholder may, prior to such date and without charge for switching, switch Units held in such Fund to any another Fund available for investment at that time by giving the Insurer written notice of the destination Fund for switching. In the absence of a request having received from the Policyholder, the Insurer shall switch the Units in the Fund to be closed to any other Fund determined by the Insurer with the deemed consent and at the sole risk and responsibility of the Policyholder.

- d) The Insurer may create new Funds, combine existing Funds, or alter the investment objectives of any Fund from time to time. The Insurer shall send the Policyholder written notice of the same.

7) **Switching**

- a) After the first Policy Year, the Policyholder may switch Units between available Funds such that, at any point in time, the number of Units held in any Fund comply with the Insurer's rules in relation to the time as in force from time to time and as set out in the Schedule. The first 3 switches in any Policy Year shall be processed without a switching fee, and any further switches shall be processed at a fee as specified in the Schedule, as the same may be amended by the Insurer from time to time.
- b) In order to switch, the Policyholder shall give written notice (the "Switch Notice") to the Insurer specifying:
  - i) The Fund in which Units are to be cancelled.
  - ii) The Fund in which Units are to be purchased.
- c) The Insurer will cancel Units as per b)i) above and purchase Units as per b)ii) above on the next working day after the Insurer has received the Switch Notice and at the Unit Price in force on that day.
- d) The Insurer reserves the right, in its sole and absolute discretion, to suspend the switching facility granted under this Clause 7) as provided for under Clause 5)d) above..

8) **Benefits**

- a) Subject to Clause 8)b) below and provided always that the value of Units in the Account is sufficient for the purpose, benefits shall only become payable under this Policy on the Vesting Date:
  - i) If the Vesting Date occurs because a Member:
    - (1) Retires from employment on or after the Normal Retirement Date (), or
    - (2) Has had his Service terminated and has accepted the same in writing, or
    - (3) Dies whilst in Service after the Normal Retirement Date, or
    - (4) Retires from Service due to disablement (as explained in the Payment of Gratuity Act 1972),

then the Insurer shall cancel Units from the Account equivalent to 15 days of that Member's Salary for each completed year of Service and make payment of the same to the Policyholder.

ii) If the Vesting Date occurs because a Member dies whilst in Service on or before his Normal Retirement Date, then the Insurer shall:

(1) Cancel Units from the Account equivalent to 15 days of that Member's Salary for each completed year of Service and make payment of the same to the Policyholder, and

(2) Make payment to the Policyholder of the Sum Assured for that Member (as long as the Members' Register records that this benefit is applicable to the Member in question) calculated as either:

(a) The difference between the amount payable under (1) above and the amount that would have been payable had the Member survived to his Normal Retirement Date, or

(b) The sum shown in the Schedule,

The applicability of either option (a) or (b) is specified in the Schedule.

iii) If the Vesting Date occurs because a Member leaves the Employer's Service of his own free will, then the Insurer shall cancel Units from the Account equivalent to 15 days of that Member's Salary for each completed year of Service and make payment of the same to the Policyholder.

b) The Insurer shall be under no liability to make any payment under Clause 8)a) until such time as the Insurer has received from the Policyholder (at the Policyholder's expense) the information and documentation it requests in respect of the event in relation to a Member giving rise to the Vesting Date, including but not limited to written notice and full details of the event giving rise to the Vesting Date.

c) It is agreed that:

i) If the value of Units in the Account is insufficient to make payment as envisaged in Clause 8)a)i)-iii), then the Insurer shall only be liable to make payment equivalent to the value of Units in the Account.

ii) The Insurer is entitled to deduct from any amount payable hereunder any taxes to which, in its opinion, it is or may be liable as a result of such payment.

- iii) In making payment under this Policy, the Policyholder agrees that the Insurer assumes no responsibility or liability for the payment of any amount to a Member or any of them, or the timing or adequacy of any payment by the Policyholder to any Member. The Policyholder also agrees to indemnify and keep indemnified and hold the Insurer free and harmless from and against any and all demands, liabilities, losses, expenses, costs or claims which arise from, in relation to or howsoever connected with or attributable to any actual or alleged failure or delay by the Policyholder in providing or not providing any benefits (whether under this Policy or otherwise) to a Member or his nominee.
- iv) If the Vesting Date occurs before completing of three years from the date of membership, the Insurer shall be entitled to and shall deduct from any amount payable to the Policyholder an exit load as specified in the Schedule. However, no exit load will be charged when the exit is due to reasons beyond the member's control like ill health retirement, normal retirement and death.

9) **Surrender**

- a) The Policyholder may surrender the whole (but not part) of this Policy at any time by giving the Insurer at least 3 months prior written notice. Upon the receipt of such notice, the benefits available under Clause 8)a)ii) shall immediately cease.
- b) At the expiry of the notice period, the Insurer shall cancel all Units standing to the credit of the Account at the Unit Price, and apply a surrender penalty as specified in the Schedule

10) **Charges**

The Insurer shall be entitled to and shall charge:

- a) Service Charges for administering the Scheme, at a rate specified in the Schedule, as the same may be amended by the Insurer from time to time, such charge to be deducted from the Account Value by the cancellation of units on each Annual Renewal Date.
- b) Investment Management Charges for managing and administering or arranging for the management and administration of the Funds at a rate specified in the Schedule, as the same may be amended by the Insurer from time to time, such charge to be deducted weekly from the value of each Fund for managing investment and administering the fund.

11) **Amendments**

The Insurer reserves the right to amend the Policy Document if it consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on

the Schedule), but agrees not to do so without first having obtained the IRDA's consent to the amendment.

12) **Governing Law**

Any and all disputes or differences arising out of or in respect of this Policy shall be governed and determined in accordance with Indian law and by the Indian Courts.

13) **Entire Contract**

The Policy Document contains the entire understanding between the Insurer and the Policyholder in respect of the Policy and the benefits available under it, and no amendment will be effective unless and until expressly agreed to by the Insurer by way of an endorsement to the Schedule.

14) **Non-disclosure**

The Policy is subject to the provisions of §45 of the Insurance Act 1938.

15) **Territorial Limits & Currency**

This Policy is denominated in Indian Rupees. Claims will only be payable within India and in Indian Rupees.

16) **Notices**

- a) All notices meant for the Insurer whether under this Policy or otherwise must be in writing and delivered to the Insurer at the address shown in the Schedule, or such other address as may be notified from time to time.
- b) All notices meant for the Policyholder must be in writing and will be sent by the Insurer to the address shown in the Schedule. Any change of address must be notified to the Insurer immediately.

17) **Loss of the Policy Documentation**

- a) The Insurer shall issue a duplicate Policy Document if the original is lost, subject to:
  - i) being satisfied as the loss of the original, and
  - ii) the Policyholder's payment of a replacement policy fee, which is issuing a duplicate policy, in an amount specified in the Schedule, subject to revision by the Insurer from time to time.

- b) If a copy is issued, the original Policy Document will cease to be of any legal effect and the Policyholder shall indemnify and keep indemnified and hold the Insurer harmless from any costs, expenses, claims, awards or judgments arising out of or howsoever connected to the original Policy Document.

18) **Fraud**

If the Policyholder or anyone acting at its direction or with its knowledge makes or advances any claim under this Policy knowing it to be false or fraudulent in any respect, then this Policy shall be void and any benefit actually paid or potentially payable shall be forfeited.

19) **Due Observance**

The Policyholder's due observance of the terms, provisions and conditions of the Policy Document and compliance with them insofar as they relate to anything to be done or complied with by the Policyholder shall be a condition precedent to the Insurer's liability.

20) **Free Look Cancellation**

Within 15 days of the receipt of this Policy, the Policyholder may, if dissatisfied with it for any reason, give the Insurer notice of cancellation along with reasons for the same, and return the Policy Document to the Insurer, subject to which the Insurer shall send the Policyholder a refund by way of a cancellation fee representing the lower of:

- a) The Initial Contribution, Continuing Contribution and Premium Paid less the Insurer's costs of issuing the Policy and the Policy Documents (including but not limited to stamp fee charges and any expenses incurred for medical examination), and
- b) The Value of Units, if any, less the Insurer's costs of issuing the Policy and the Policy Documents (including but not limited to stamp fee charges and any expenses incurred for medical examination).

21) **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

Allianz Bajaj Life Insurance Company Ltd.

GE Plaza, Airport Road,

Yerawada,

Pune – 411014

By Fax: 020 24026772

By Phone: 020 24026777 (Ext 741)

By Email: [care@allianzbajaj.co.in](mailto:care@allianzbajaj.co.in)



Bajaj Allianz Group Gratuity Care  
UIN: 116L026V01

### **Grievance Redressal Committee**

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

Grievance Redressal Officer  
Allianz Bajaj Life Insurance Company Ltd.  
GE Plaza, Airport Road,  
Yerawada,  
Pune – 411014

### **Ombudsman**

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

### **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 policy holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.”