

Policy Terms and Conditions

Group Policy No. _____

issued under

Bajaj Allianz Group Secure Life

for the

Members of the (name of the Policyholder's scheme) Scheme of

_____ (Policyholder name) _____

Schedule

Policy no. UIN : 116N075V01	
Policyholder	
Registered Office Address	
Policy Commencement Date	

_____ (Hereinafter called the "Policyholder") have by a written Proposal Form dated _____ requested the **Bajaj Allianz Life Insurance Company Limited** (Hereinafter called the "Company") to grant the benefits of Life Insurance Cover, under Bajaj Allianz Group Secure Life and as per the Scheme Rules of the (*.....name of the scheme.....*) Scheme of the Policyholder (Hereinafter called the "Scheme", certified copy of which has been furnished to the Company by the Policyholder) to the Members whose name has been recorded in the Membership Register maintained by the Policyholder.

The Policyholder has also furnished to the Company statements completed and signed by the Policyholder on behalf of the Members for whose benefit the Policy hereunder is being effected. The Policyholder and the Company have accepted and agreed that the said Proposal Form, certified copy of the Scheme along with other statements, reports or other documents leading to the issuance of this Policy shall be the basis of the contract of Assurance.

Dated at **PUNE** this ___ Day of _____ 20..

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

Authorized Signatory

It is now agreed and declared as follows:

2. Definitions

In this Policy where the context so admits, the singular includes the plural and the masculine shall include the feminine and the following expressions shall unless repugnant to the context have the following meanings;

a) '**Accidental Permanent Total Disability**' means disability of a Member as a result of bodily injury caused by external, violent and visible means and such injury shall within 180 days of its occurrence solely, directly and independently of any other cause result in the Members disability which must be total and permanent, and must result in at least one of the following:

- a) Loss of both eyes;
- b) Loss of both arms or both hands;
- c) Loss of one arm and one leg;
- d) Loss of one arm and one foot;
- e) Loss of one hand and one foot;
- f) Loss of one hand and one leg;
- g) Loss of both legs;
- h) Loss of both feet;
- i) Removal of the lower jaw.

If the disability is due to amputation/dismemberment, the loss of hand will mean amputation/dismemberment above wrist, the loss of arm will mean amputation/ dismemberment above elbow, the loss of feet will mean amputation/dismemberment above ankle and the loss of leg will mean amputation/dismemberment above knee.

If the disability is not due to amputation/dismemberment, the loss will mean loss of usage of both limbs and the limbs should have motor power grade 0/5, 1/5 or 2/5 only.

Loss of both eyes means total loss of vision in both eyes, certified by an ophthalmologist.

b) '**Assurance**' shall mean the Life Insurance Cover effected or to be effected HEREUNDER on the life of the Member.

c) '**Beneficiary**' shall mean the Member or in case of the death of the Member the person who has been appointed by the Member as nominee and whose name have been entered in the Membership Register maintained by the Policyholder as being eligible under the Scheme to receive the benefits payable under the Policy on the death of the Member.

d) '**Company**' shall mean and refer to the Bajaj Allianz Life Insurance Company Limited.

e) '**Effective Date**' shall mean _____ the date as from which this Policy takes effect and the Assurance commences.

f) '**Entry Date**' shall mean the Policy Commencement Date in relation to the Members already existing as Members under the Scheme on the Policy Commencement Date and in relation to the new Members the date when their names are recorded in the Membership Register as a Member after due approval from the Company and issuance of the Certificate of Insurance (COI).

g) '**Grace Period**' shall mean period of 15 days for monthly frequency of Premium payment and one month but not less than 30 days for other frequency of Premium payment, following the Premium Due Date, allowed for the payment of Premium and after which the Life Insurance Cover will lapse if due Premium remains unpaid.

h) '**Life Insurance Cover**' means the Assurance cover provided against the risk of death or Accidental Permanent Total Disability, if opted, to each Member under this Policy and shall be deemed to commence on the Entry Date of the respective Member.

i) '**Maturity Date**' is the date as recorded in the Membership Register on which the Life Insurance Cover on the life of a Member under the Policy expires and the Membership terminates automatically.

j) '**Member**' shall mean a person who meets and continues to meet the eligibility criteria specified in the Scheme Rules and whose name has been recorded in the Membership Register as a Member from the Entry Date after due approval from the Company and on whose life the Life Insurance Cover under this Policy has been effected.

k) '**Membership Register**' is a record of Members maintained by the Policyholder which contains information about Members including but not limited to any unique identification number of Member, name, age, gender, Beneficiary, Sum Assured, Date of Entry, Premium, Premium Due Date, Premium Payment Term, Membership Term, nominee and Maturity Date if any .

l) '**Membership Term**' means the period between the Entry date and the Maturity Date of a Member.

m) '**Policy**' means the arrangements established by the Policy Terms and Conditions.

n) '**Policyholder**' means the person or entity who has been named as the Policyholder in the Schedule

o) '**Policy Commencement Date**' shall mean the date as from which this Policy takes effect.

p) '**Policy Terms and Conditions**' means this Policy wording, the Schedule (which is attached herewith and forms part of this Policy and if revised then the latest one), any Annexure and the Proposal Form submitted by or on behalf of the Policyholder for the purpose of obtaining this Policy and any other

information or documentation provided to the Company for that purpose and based upon which this Policy has been issued.

q) 'Policy Year' is the year commencing on the Policy Commencement Date or an anniversary thereof.

r)'Premium' means the amount that is payable by the Policyholder at Entry Date and on each subsequent Premium Due Dates to continue the Life Insurance Cover and secure the Benefits as per Section 4 below for each Member under this Policy.

s)'Premium Due Date' means the date as mentioned in the Membership Register and on which the due premium has to be paid for each respective Member/s.

t)'Premium Payment Term' means the term as recorded in the Membership Register during which the Premiums due for the Member under the Policy are to be paid in order to secure the Benefits for the full Membership Term under Section 4 below, for each Member.

u) 'Scheme Rules' shall mean the rules adopted by the Policyholder and approved by the Company to run the scheme under Bajaj Allianz Group Secure Life Plan to provide the Assurance to the Members, as a pre-requisite to the issuance of this Policy. A certified copy of the Scheme Rules has to be furnished to the Company by the Policyholder.

v)'Sum Assured' is an amount as recorded in the Membership Register, representing the amount of the Life Insurance Cover provided to the Member and based on which Premium is calculated.

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

3. Policy Description

- a). The Policy is issued under a non-linked, regular premium, non-participating group term assurance plan with option to pay Premium for full term/ limited term.
- b). The Policyholder shall hold the Policy and all benefits payable Hereunder in accordance with the Scheme Rules shall be for the benefit of the Beneficiary and the Policyholder shall have no beneficial interest Hereunder.
- c). In case of death of the Member when no Beneficiary has been nominated in the Membership Register or all nominated Beneficiaries have predeceased the

Member then benefit under Section 4 shall be payable to the legal heirs of the Member.

- d). The Policy does not in any way confer any right whatsoever on the Policyholder to otherwise share in the profits or surplus of the business of the Company.

4. Benefits

4.1 Provided all due Premiums have been paid before the expiry of the Grace Period and Membership of a Member is not lapsed per Section 9 below, the Company shall be liable to pay the following benefits to the Beneficiary subject to Section(11), Section(14) and Section (15) below.

(a)Death Benefit

On Death of an individual Member before the Maturity Date an amount equal to the Sum Assured for which the individual Member was assured.

(b) Accidental Permanent Total Disability (APTD) Benefit

If Accidental Permanent Total Disability benefit option has been opted under the Policy then on Accidental Permanent Total Disability of a Member before the Maturity Date an amount equal to the Sum Assured for which the individual Member was assured.

4.2 Maturity Benefit

No maturity benefit shall be payable on the survival of the Member to the Maturity Date.

4.3 Surrender Benefit

The Member through Policyholder may surrender the Membership under the Policy subject to subsection (ii) below by giving at least 3 months prior written notice to the Company. On the complete surrender of the Membership under the Policy,

- i) If as per Membership Register, the Premium Payment Term is same as Membership Term no surrender value is payable
- ii) If as per Membership Register, the Premium Payment Term is less than the Membership Term , the membership can be surrendered after completion of Premium Paying Term only provided all the due Premiums during the Premium Payment Term are paid. On such

surrender the Surrender Value will be $70\% \times \left\{ \frac{(n-t)}{n} \right\}^2 \times (\text{Premium paid till date less the first year's Premium})$

where n is the Membership Term in years

t is the elapsed duration in years and fraction thereof from the Entry Date into the Scheme.

4.4 Payments of Benefits

The Benefits under this Policy shall be paid to the Policyholder for the benefit of the Member or the Beneficiary as the case may be. The Policyholder also agrees to pass on those Benefits to the Member or the Beneficiary as the case may be.

4.5 Mode of payment of Claim, Currency and Discharge

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

5 Eligibility

The Life Insurance Cover on Member's life shall commence on the Entry Date of such respective Member subject to him being eligible and continuing to be eligible for the Life Insurance Cover as per the Scheme Rules and subject to the individual underwriting as deemed necessary by the Company. Every Member shall become entitled to the Benefits under this Policy as from the Entry Date and for so long as he continues to be eligible for the Life Insurance Cover as per the Scheme Rules and the terms of the Policy. Any variations in the Policy Terms and Conditions effected hereunder and in respect of Membership, after the Policy Commencement Date, shall be given effect only by endorsements and by a signature of a duly authorized Officer of the Company.

6. Nomination

Each individual Member shall nominate a Beneficiary to whom the benefit in case of death occurs of the Member shall be payable as per the Scheme Rules. The nomination shall be recorded in the Membership Register maintained by the Policyholder. The benefit amount as per Section 4.1(a) shall be sent by the Company to the Policyholder in the name of the Beneficiary. Once the Company has made the payment to the Policyholder the Policyholder is completely responsible to hand over the entire amount paid by the Company to the Beneficiary and the Company shall not have any further responsibility in respect of such payment. The Policyholder Hereby agrees that it is only handling the payment to the Beneficiary on behalf of the Company and that it is not entitled to receive any payment under this Policy.

7. Loans

No Loans are available under this Policy.

8. Payment of Premium

Premiums in respect of all the Members are payable on Entry Date and on subsequent Premium Due Dates or within the Grace Period allowed without there being any obligation on the Company to notify the Policyholder and/or the Member of the due dates.

Where the Premiums have not been paid on the Premium Due Dates or even during the Grace Period, in respect of a Member, the Membership under the Policy shall be Subject to the Non Forfeiture condition as per Section 9 below. The frequency of the Premium payment may be changed by giving written notice to the Company subject to the Company agreeing to the change and the minimum Premium requirements by the Company. Premium may be paid at regular intervals on an annual, half-yearly, quarterly or monthly basis.

9. Non-forfeiture

- a). In the event of non-payment of Premiums due in respect of Member under the Policy before the expiry of the Grace Period, the Life Insurance Cover under the Membership ceases.
- b). At the expiry of the revival period of 3 years as mentioned in Section 10 below, if the Life Insurance Cover were not reinstated, the Membership in the group

would be terminated and no residual benefit shall be payable to the Member on such termination.

- c). On foreclosure of loan or transfer of loan to another financial institution by the Member, the surrender value, if any, will be payable as per Section 4.3 and the Membership will terminate automatically.
- d). The Policyholder and the respective Member/s shall be responsible to intimate the Company about the foreclosure of loan or transfer of loan to other financial institutions by the Member.

10. Revival

A Policy or Membership, which has lapsed due to non-payment of Premium before the expiry of the Grace Period, may be revived subject to the following conditions;

- i). The Membership of the Member continues in the group.
- ii). The application for revival of Membership is made within 3 years from the due date of the first unpaid Premium and before the Maturity Date in respect of that Member of the Policy;
- iii). The arrears of Premiums together with interest compounded half-yearly at such rate as decided by the Company from time to time is paid.
- iv). The revival of the Membership may be on terms different from those applicable to the Member before it lapsed based on prevailing underwriting norms of the Company.
- v). The revival of Membership will take effect only on it being specifically communicated by the Company to the Policyholder.

11. When the Life Insurance Cover ceases for a Member

The Life Insurance Cover on the life of a Member shall cease on the happening of any of the following events: -

- a. The date on which the Policyholder terminates the Policy.
- b. The date on which the Member is no more eligible to be Member of the group as per Scheme Rule..
- c. The date on which the Member completes the age of 70 years.
- d. On the earlier occurrence of death or Accidental Permanent Total Disability, if opted by the Member.

- e. On reaching to the Maturity Date.
- f. On non payment of Premium before the expiry of the Grace Period.

12.. Waiver

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

13. Modifications

The provision of this Policy cannot be changed or varied except by a Policy endorsement signed by an officer of the Company authorized for the purpose.

14. Payment of claim

Upon death or on Accidental Permanent Total Disability (APTD) if APTD cover has been opted, the benefit under Section 4.1 becomes payable to the Beneficiary through the Policyholder subject to the terms and conditions of the Policy and the Company's right to receive all information and documentation sought which includes but not limited to following:

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

Upon payment of death or Accidental Permanent Total Disability benefit as the case may be, the Life Insurance Cover on the life of the Member ceases and the Membership shall be terminated.

15. Exclusions

(i) No death claim will be payable in case of suicide by a Member within one year from the Entry Date.

(ii) In case of Accidental Permanent Total Disability (APTD) of a Member (herein below referred as Disability), if APTD benefit has been opted, the APTD benefit, under Section 4.1(b) shall not be payable in the following cases :

- a) Disability as a result of the Member committing any breach of law;
- b) Disability of Member as a result of war, invasion, civil war, rebellion or riot;
- c) Disability as a consequence of the Member being under the influence of alcohol or drugs other than in accordance with the directions of a registered medical practitioner;
- d) Disability as a result of the Member taking part in any naval, military or air force operation;
- e) Disability as a result of the Member participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- f) Disability of Member as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognised airline on regular routes and on a scheduled timetable;
- g) Disability of Member as a result of attempted self injury whilst sane or insane;
- h) Disability of Member as a result of failure to seek or follow medical advice.

16. General Conditions

(a) The Company reserves the right to vary from time to time the Policy Terms and Conditions of this Policy for new Members upon sending to the Policyholder three months prior notice in writing, of its intention to do so and any such variations will thereafter apply as may be so provided in such notice of variation.

- (b) The Policyholder shall furnish to the Company all such data, information or evidence as the Company may reasonably require upon or with regard to any matter affecting the Life Insurance Cover effected or to be effected herein under and the Company shall not be liable for any action taken in good faith upon any data, information, or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate. Such of the Policyholder's records in original (or certified Photostat copies thereof) as in the opinion of the Company have a bearing on the benefits to be provided or the Premiums payable hereunder shall be open for inspection by the Company at all times.
- (c) It is hereby expressly agreed between the Policyholder and the Company that this Policy is effected in accordance with the provisions of the Scheme Rules and in the event of the Rules being amended such amendments, if they have any bearing on or affect in any way, the Policy Terms and Conditions or any of the Life Insurance Cover effected hereunder, shall become effective only if the said amendments are approved by the Company on such terms as the Company may stipulate. Any alteration or amendment that may become necessary in the Policy Terms and Conditions on account of any amendment or alteration, approved by the Company in the provisions of the Scheme Rules shall be given effect to by appropriate endorsements to the Policy signed by an authorized Officer of the Company
- (d) It is hereby further expressly agreed between the Policyholder and the Company that all disputes of any kind whatsoever which may arise under or in connection with this Policy shall be submitted to the appropriate Court or Courts having jurisdiction over the Pune, India.
- (e) The Company shall have right to stop adding any new Member under the Policy by sending not less than 90 day's advance notice in writing.

17. Taxes

In any case where the Company is liable to the Revenue Authorities for Income - Tax or any other taxes or duties or any payments made under this Policy, the Company shall deduct such sums from the respective payment or Premiums and the Company shall not be liable to the Member or to the Policyholder for the sums so deducted. The Company shall be entitled to deduct Service Tax and other taxes as applicable from time to time, and no separate communication shall be sent by the Company to the Policyholder and/or the Members regarding imposition of any new tax or change in the rate of existing taxes.

18. Notices

Any notice, direction or instruction to be given under this Policy shall be in writing and delivered by hand, post, facsimile or E-mail to:

(a) In case of the Member/Policyholder:

As per the details specified by the Policyholder/Member in the Membership Register/Schedule or , change of address intimation submitted by him to the Company. Notice and instructions shall be deemed served 7 (seven) days after posting or immediately upon receipt in the case of hand delivery, facsimile or E-mail. The Company shall not be responsible for any consequences arising out of non-intimation of change of address.

(b) In case of the Company:

Bajaj Allianz Life Insurance Company,
GE Plaza, Airport Road,
Yerawada,
Pune 411006
Tel: 66026777
Fax: 66026789
Email: life@bajajallianz.co.in

19. Free Look Period

Within 15 days of the receipt of this Policy, the Policyholder may, if dissatisfied with any of the terms of this Policy for any reason, give the Company a written notice of cancellation of the Policy along with reasons for dis-satisfaction with the same, and return the Policy Document to the Company, subject to which the Company shall send the Policyholder a refund comprising the Premium paid less the proportionate Life Insurance Premium for the period the Members were on Life Insurance Cover, the expenses incurred on medical expenses, if any and expenses incurred on stamp duty charges.

20. 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 cover to any Member 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.

21. Grievance Redressal and Ombudsman

In case you have any query or complaint/ grievance, you may approach our office at the following address:

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

Contact No:_ Toll Free No. 1800225858

By Fax : 020-6602-6789

By Email : life@bajajallianz.co.in

2. In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

Grievance Redressal Officer
Bajaj Allianz Life Insurance Company Ltd.
GE Plaza, Airport Road, Yerawada, Pune - 411006.

Contact No: _____

Email ID: _____

3. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

The Address of the Insurance Ombudsman is attached as Annexure 2 attached herewith. For the latest list of insurance ombudsman, please refer to the IRDA website at http://www.irdaindia.org/ins_ombusman.htm

4. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
5. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
 - only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - within a period of one year from the date of rejection by the insurer
 - if it is not simultaneously under any litigation.

22. 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.

23. These Policy Terms and Conditions override and supersede all prior communications, arrangements, agreements and understandings between the Policyholder and Bajaj Allianz Life Insurance Company Limited. In all events, these Policy Terms and Conditions will be the conclusive agreement governing the legal relationship between the parties and no other documents, even if executed, will have any effect whatsoever and will not bind Bajaj Allianz Life Insurance Company Limited.

All communications in relation to this policy shall be addressed to.

Bajaj Allianz Life Insurance Company Ltd.,

Bajaj Allianz Group Secure Life
UIN: 116N075V01

Dated at _____ this ___ Day of _____ 20 .

For and behalf of Bajaj Allianz Life Insurance Company Ltd

Authorized Signatory

Membership Register

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

Sr No.	Name of the Member	Age	Gender	Unique ID	Entry Date	Maturity Date	Premium Due date	Premium Paying Term	Membership Term	Premium Amount	Sum Assured	Accidental Permanent Total Disability opted	Name & Relationship of Beneficiary	Membership Status/Exit Date
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12														
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