

## AVIVA SAMPOORNA SURAKSHA BIMA YOJNA

This Policy is written confirmation of a contract between Aviva Life Insurance Company India Limited Trading as AVIVA (the 'Company') and the Policy holder(s) named in the Schedule.

In Return for payment of the agreed premiums the Company will pay the benefits identified in the Schedule in accordance with the policy Conditions.

The Schedule and any endorsement made altering the Schedule or Policy Conditions form part of the Policy.

## STANDARD TERMS & CONDITIONS

### AVIVA SAMPOORNA SURAKSHA BIMA YOJNA (Non – participating) (UIN: 122N084V01)

Your Proposal is the basis of the insurance provided by, and is a part of, the Master Policy Document, which means these Standard Terms & Conditions, the Register of Members, the Certificate of Insurance, Schedule and any annexure attached to it.

#### Article 1 Interpretations & Definitions

The terms defined below have the meanings ascribed to them wherever they appear in this Master Policy Document and, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statutory enactment include subsequent changes to the same:

- a) Age means a Member's age last birthday.
- b) Accidental Total and Permanent Disability means disability of the Member caused by bodily injury which occurs solely and directly due to an accident occurring during the duration of cover of the Member where the Member has suffered:
  - i) The loss by physical separation (or loss of use) of two limbs, or
  - ii) The complete and irremediable loss of sight in both eyes, or
  - iii) The loss by physical separation or loss of use of one limb, accompanied by the complete and irremediable loss of sight in one eye

Limb means hand/foot at or above wrist/ankle.

- c) Annualised Premium means the amount specified in the Certificate of Insurance.
- d) Beneficiary means in respect of each Member, the person named in the Certificate of Insurance (as amended from time to time) to receive the benefits under this Master Policy upon the Member's death.
- e) Certificate of Insurance means the certificate We issue to a Member to confirm his coverage under the Master Policy.
- f) Commencement Date means the date specified in the Schedule on which this Master Policy commenced.
- g) Master Policy means the arrangements established by this Master Policy Document.
- h) Maturity Benefit means the sum specified in the Certificate of Insurance which is payable in accordance with Article 5)d) below.
- i) Member means any person who satisfies and continues to satisfy the eligibility criteria at Article 2)a) as reported by You and whose name is confirmed by Us and is entered in the Register of Members.
- j) Member Effective Date means the date last recorded in the Register of Members on which coverage under the Master Policy commences in respect of a Member.

- k) Member Maturity Date means the date specified in the Certificate of Insurance on which the benefits per Article 5)d) become payable.
- l) Policy Anniversary means the annual anniversary of the Commencement Date.
- m) Policy Year means a period of one year commencing on the Commencement Date or on any Policy Anniversary thereof.
- n) Proposal means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
- o) Register of Members means a register maintained by You containing details of each Member, including but not limited to name, Age, sex, the Member Effective Date, Regular Premium amount, premium frequency, the Beneficiary, and during the Beneficiary's minority, such other person appointed by the Member.
- p) Regular Premium means the amount of premium which is payable in the manner and at the frequency specified in the Certificate of Insurance.
- q) Schedule means the schedule and any endorsements thereto issued by Us, and, if more than one, then the latest in time.
- r) Sum Assured means the sum specified in the Certificate of Insurance which is payable in accordance with Article 5)a) below.
- s) We/Us/Our means the Aviva Life Insurance Company India Limited.
- t) You/Your means the master policyholder named in the Schedule who has concluded this Master Policy with Us.

## Article 2 Membership Conditions

- a) A person shall be eligible to become a Member upon all the following conditions being satisfied:
  - i) The person is not younger than Age 18 and not older than Age 60 on the proposed Member Effective Date.
  - ii) The Member is Your employee OR Your customer.
  - iii) You have provided Us with all the information and documentation We have specified and We are satisfied in all respects in Our sole and absolute discretion of that person's eligibility to become a Member.
- b) A person shall become a Member when all of the foregoing conditions have, in Our sole and absolute discretion, been satisfied, Regular Premium for the Member has been received, his name has been entered in the Register of Members and We have issued a Certificate of Insurance to him, provided that coverage under this Master Policy in respect of such Member shall commence only on the Member Effective Date.
- c) A person shall immediately and automatically cease to be a Member upon the occurrence of the earliest of:
  - i. failing to satisfy any of the eligibility criteria specified in Article 2)a); or

- ii. the death of a Member; or
  - iii. the Member Maturity Date; or
  - iv. the Member attains Age 70; or
- d) No amount shall be payable by Us on the termination of the cover of a Member in accordance with Article 2)c) above unless a payment is due in accordance with Article 5) or Article 8) below.
- e) You shall give Us written notice of change in Beneficiary, provided that any change in Beneficiary will take effect only when We register the same in Our records and We send an endorsement confirming the identity of the Beneficiary.
- f) You shall provide Us with any information and/or documentation We request in respect of any actual or prospective Member. If We do not receive the documentation and/or information requested within 30 days of it having been requested, then that Member's name shall be deemed to have been removed from the Register of Members effective from the date of Our request for such information and/or documentation and no amount shall be payable under the Master Policy in respect of that Member.
- g) We may, in Our sole and absolute discretion, stop inducting new Members under the Master Policy by giving You 90 days prior written notice.

### Article 3 Payment of Regular Premium

- a) Regular Premium is payable in the amounts and at the frequency specified in the Certificate of Insurance.
- b) If the Regular Premium for any Member is not received in full by the due date, then We will allow a grace period of 15 days if the premium frequency is monthly and a grace period of 30 days for all other premium frequencies.
- c) Save as otherwise provided under Article 5), if the Regular Premium for any Member is not received in full on the expiry of the grace period, then the cover for that Member shall immediately and automatically lapse.

### Article 4 Reinstatement

- a) If the cover of a Member under the Master Policy has lapsed under Article 3)c) above, then the cover may be reinstated within 180 days from the date of lapse by:
  - i. Paying in advance all the Regular Premium with interest (if any) at the rate specified by Us that would have been payable from the date of default to the proposed date of reinstatement.
  - ii. Submitting all the information and documentation We request.
- b) It is understood and agreed that:
  - i. there is no obligation on Us to reinstate the cover of the Member even if the Member has given Us all documentation; and
  - ii. We may restrict the terms upon which We may agree to reinstate, the decision as to which shall be in Our sole and absolute discretion; and

- iii. the reinstatement of the cover of the Member shall not take effect until We have specifically approved the request for reinstatement and communicated the same in writing by an endorsement on the Certificate of Insurance.

## Article 5 Benefits

- a) If a Member dies when his cover under the Master Policy is in force, then We will pay the Sum Assured.
- b) If a Member dies due to an accident when his cover under the Master Policy is in force, then in addition to any amount payable under Article 5)a) above, We will pay an amount equal to the Sum Assured.
- c) If a Member suffers Accidental Total and Permanent Disability when his cover under the Master Policy is in force and this Accidental Total and Permanent Disability continues for at least 180 consecutive days, then We will pay an amount equal to the Sum Assured and the cover of the Member under the Master Policy will continue for the death benefit only. We will not make any payment more than once under this Article in respect of a Member.
- d) If the cover of the Member is still in force on the Member Maturity Date, We will pay the Maturity Benefit.
- e) If the Regular Premium for a Member is discontinued after Regular Premium for the 1<sup>st</sup> and the 2<sup>nd</sup> Policy Years has been received in full and the cover of the Member has lapsed in accordance with Article 3)c) above and has not been reinstated under Article 4), then:
  - i. If the Member dies before the Member Maturity Date, We will pay the Paid-up Sum Assured (calculated in accordance Article 5)f) below).
  - ii. If the Member dies due to an accident before the Member Maturity Date, then in addition to any amount payable under Article 5)e)i) above, We will pay an amount equal to the Paid-up Sum Assured (calculated in accordance Article 5)f) below).
  - iii. If the Member suffers Accidental Total and Permanent Disability before the Member Maturity Date and this Accidental Total and Permanent Disability continues for at least 180 consecutive days, then We will pay the an amount equal to the Paid-up Sum Assured (calculated in accordance Article 5)f) below) and the cover of the Member equal to Paid-up Sum Assured will continue for the death benefit. We will not make any payment more than once under this Article in respect of a Member.
  - iv. If the Member is still alive on the Member Maturity Date, We will pay the Paid-up Maturity Benefit (calculated in accordance Article 5)f) below).

- f) For the purpose of Article 5)e) above:

The Paid-up Sum Assured = Sum Assured \* (total number of annual premiums paid under the Master Policy/10) where '10' in the denominator refers to the total number of annual premiums payable under the Master Policy.

The Paid-up Maturity Benefit = (total number of annual premiums paid under the Master Policy/10) \* maturity scale factor \* Annualised Premium, where '10' in the denominator refers to the total number of annual premiums payable under the Master Policy.

- g) It is agreed and understood that:

- i. If the Master Policy is a employer-employee policy, then all payments in accordance with Article 5) will be made to You and You agree that all such amounts shall immediately and without any deductions be given by You to the Beneficiary or the Member (as applicable).
- ii. If the Master Policy is a non-employer-employee policy, then all payments in accordance with Article 5) will be made to the Member or Beneficiary (as applicable).

#### Article 6 Exclusions

- a) No amount shall be payable if the Member dies within 45 days from the Member Effective Date, unless the Member's death occurs due to an accident.
- b) We will not make any payment under Articles 5)b), 5)c), 5)e)ii) or 5)e)iii) for any claim in respect of any Member directly or indirectly for, caused by, arising from or in any way attributable to any of the following:
  - i. Suicide or self afflicted injury, whether the Member is medically sane or insane;
  - ii. War (whether declared or not), terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion;
  - iii. Service in the armed forces or any police organisation, of any country at war or service in any force of an international body;
  - iv. Committing an assault, criminal offence, an illegal activity or any breach of law;
  - v. Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than You or the Member;

Participation in aviation other than as a fare paying passenger in an aircraft that is authorised by the relevant regulations to carry such passengers between established aerodromes.

## Article 7 Suicide Claim

Only the Surrender Value calculated in accordance with Article 8) will be payable if the Member dies within 12 months of the Member Effective Date or the date of reinstatement of membership under the Master Policy due to suicide or attempted suicide.

## Article 8 Surrender Value

- a) If at least 2 years Regular Premium in respect of a Member have been received, and the Member's cover under the Master Policy is surrendered, We will pay the higher of the Guaranteed Surrender Value and Special Surrender Value which are calculated as follows:

### **Guaranteed Surrender Value:**

The Guaranteed Surrender Value = (30% of the Regular Premiums paid in respect of the Member till the date of surrender minus the Regular Premium paid in respect of that Member for the 1st Policy Year)

### **Special Surrender Value:**

The Special Surrender Value = surrender scale factor \* (number of annual premiums paid by the Member under the Master Policy/10) \* (maturity scale factor) \* (Annualised Premium), where '10' in the denominator refers to the total number of annual premiums payable under the Master Policy

We will be applying the surrender scale factor as decided by Us from time to time in Our discretion. Before making a request for surrender, a Member may approach Our nearest branch to obtain the applicable surrender scale factor in respect of his cover under the Master Policy.

- b) If the cover of a Member under the Master Policy has been surrendered, it shall not be reinstated under the Master Policy.

## Article 9 Payment Conditions

- a) It is a condition precedent to Our liability to make any payment You shall at Your own expense:
- i) Give Us with written notice of the occurrence of the death of a Member as soon as reasonably practicable, and
  - ii) Provide Us with such information and/or documentation that We may request in order to establish the fact of, date of, circumstances relating to and cause of the death of the Member and/or Our liability in respect of it including but not limited to:
    - (1) Our claim form duly completed
    - (2) Evidence of date of birth of the Member if We have not admitted his Age.
    - (3) The original or a legalised copy of the death certificate showing the circumstances and cause and the date of death.
  - iii) Provide Us with such other evidence in support of the claim that We may request.

- b) We assume no liability for the payment of any amount to the Member or for Your payment of any amount to the Member including the timing of payment or adequacy of payment made by You to any Member. You agree to hold Us harmless and indemnify Us against any claim (and expense or loss occasioned thereby) by, from or on behalf of, the Member's legal heirs or executors or personal representatives or next of kin or any other interested person (whether or not in fact interested) that may be made against or incurred by or involve Us arising out of or in connection with any payment in fact or allegedly due in respect of the death of the Member made by Us to You or attributable to any actual or alleged failure or delay by You in providing or not providing any benefits (whether under this Master Policy or otherwise) to the legal heirs or executors or personal representatives or next of kin or any other interested person (whether or not in fact interested).
- c) All payments by Us shall be made to You at Your designated offices against a discharge in a form We specify, given by You or on Your behalf by any person duly authorised in writing by You and this shall be a valid discharge to Us in respect of any such payment.

#### **Article 10 Taxation**

We are entitled to make such deductions which, in Our opinion, are necessary and appropriate, from the Regular Premium payable or benefits receivable under the Master Policy on account of any tax or other payment which may be imposed in relation to the Master Policy by any legislation, order, regulation or otherwise upon Us or You.

#### **Article 11 Entire Contract**

This Master Policy Document constitutes the complete contract of insurance between You and Us. We may amend the Master Policy Document if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Schedule) but agree not to do so without first having obtained the consent of the Insurance Regulatory and Development Authority or such other authority or authorities, as may be designated under the applicable laws and regulations as having authority to oversee and regulate life insurance business in India.

#### **Article 12 Loan**

No Loan is available under this Master Policy.

#### **Article 13 Governing Law**

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

#### **Article 14 Territorial Limits and Currency**

All Regular Premiums and benefits are payable within India and in Indian Rupees.

#### **Article 15 Notices & Correspondence**

- a) All notices and correspondence meant for Us whether under this Master Policy or otherwise (including all instructions and notifications) must be given to Us in writing and at Our address shown in the Schedule or at any of Our branch offices.



- b) All notices meant for You will be in writing and sent by Us to Your address shown in the Schedule. Any change of address must be notified to Us immediately, failing which notices or correspondence sent to the last recorded address shall be legally effective and valid.
- c) You shall notify Us if Your address changes, failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.

#### **Article 16 Loss of Master Policy Documentation**

- a) We will replace a lost Master Policy Document when satisfied that it is lost. However, We reserve the right to make such investigations into and to call for such evidence of the loss of the Master Policy Document, at Your expense, as We consider necessary before issuing a duplicate Master Policy Document. We have the right to charge a fee for the issue of a duplicate Master Policy Document.
- b) If We agree to issue a duplicate Master Policy Document, it is hereby understood and agreed that the original will cease to be of any legal effect and You shall indemnify and keep Us indemnified and hold Us harmless from and against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Master Policy Document or arising out of issuance of a duplicate Master Policy Document.

#### **Article 17 Fraud**

If You or any Member or anyone acting at Your or his direction or with Your or his knowledge makes or advances any claim under this Master Policy knowing it to be misleading, false, fraudulent or dishonest in any respect, then this Master Policy shall be void and any benefit actually paid or potentially payable shall be forfeited.

#### **Article 18 Agent's Authority**

- a) The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal.
- b) No insurance agent is authorised to amend the Master Policy Document or to accept any notice on Our behalf or to accept payments on Our behalf. If any payment meant for Us in any form is paid to an insurance agent, then such payment is made at Your risk and the agent will be acting only as Your representative.

#### **Article 19 Section 45 of the Insurance Act 1938**

In accordance with Section 45 of the Insurance Act 1938:

No Master Policy shall after the expiry of two years from the Commencement Date be called into question by Us on the ground that a statement made in the Proposal or in any report of a medical officer or referee, or Your friend, or in any other document leading to the issue of the Master Policy Document was inaccurate or false unless We show that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by You and that You knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

Nothing shall prevent Us from calling for proof of age at any time if We are entitled to do so, and no Master Policy shall be deemed to be called in to question merely because the terms of the Master Policy Document are adjusted on subsequent proof that the age of the Member was incorrectly stated in the Proposal. If there is a change in or amendment to Section 45 of the Insurance Act 1938, then it is agreed that Our rights to call into question any Master Policy shall be as per the change in or amendment to the law on the date when the Master Policy is called into question.

## Endorsement

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