



**AVIVA TRADITIONAL GROUP EMPLOYEE BENEFIT PLAN
(Non - Participating Non Linked Plan) (UIN: 122N065V02)**

STANDARD TERMS & CONDITIONS

Your Proposal is the basis of the insurance provided by, and is a part of, the Master Policy Document, which also consists of these Standard Terms & Conditions, the Register of Members, the Schedule and any annexure/table and/or statements attached to it.

1) Interpretations & Definitions

- a) 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:
- i) Age means a Member's age last birthday.
 - ii) Accumulation Year means a period of twelve months ending on the 31st day of March or any anniversary thereof provided that if the Commencement Date is any date other than 1st April, the first Accumulation Year shall be deemed to be the period from the Commencement Date to the next 31st day of March
 - iii) Beneficiary means the person nominated by the member as recorded in the Register of Members.
 - iv) Commencement Date means the date specified in the Schedule on which this Master Policy commenced.
 - v) Contribution means the amount payable by You from time to time to Us.
 - vi) Fund Value means the balance of Your Running Account on the given day.
 - vii) Insured Event means the earliest of a Member's, retirement, death, resignation or termination of service with You due to any other reason.

- viii) Employee Benefit means the amount that You inform to Us and payable as per Your scheme rules, disclosed to Us prior to the Commencement Date or, as amended from time to time.
- ix) Master Policy means the arrangements established by this Master Policy Document.
- x) Member means any person who satisfies and continues to satisfy the eligibility criteria at Article 2)a) and whose name appears in the Register of Members.
- xi) Member Effective Date means the date last recorded in the Register of Members.
- xii) Mortality Premium means the amount payable by You as the case may be in regular instalments in the manner and at the frequency (Premium Frequency) specified in the Schedule for maintaining life cover for the Members under the Master Policy.
- xiii) Policy Anniversary means the annual anniversary of the Commencement Date.
- xiv) Policy Year means a one-year period commencing on the Commencement Date or on any Policy Anniversary thereof.
- xv) Proposal means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
- xvi) Register of Members means a register maintained by You containing details of each Member, including but not limited to name, Age, sex, salary, accumulated leave, his retirement date, the Member Effective Date, details of the Beneficiary or in case of Beneficiary's minority, such other person appointed by the Member to receive any payment from You and any special conditions applicable to a Member.
- xvii) Running Account means the account to be maintained by Us into which Contributions paid will be credited and out of which, the Employee Benefits shall be paid.
- xviii) Schedule means the schedule and any endorsements thereto issued by Us, and, if more than one, then the latest in time.
- xix) Scheme Rules means the rules attached to the Trust Deed and governing the relationship between You and each Member, as may be amended by You and intimated to Us from time to time, Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 6)b) below.

xx) Trust Deed means the trust deed executed by You on the date specified in the Schedule as amended by You and intimated to Us from time to time.

xxi) We/Us/Our means the Aviva Life Insurance Company India Limited.

xxii) You/Your means the Trust mentioned under the Trust Deed and as the Master Policyholder in the Schedule who have concluded this Master Policy with Us.

2) Eligibility Criteria for Membership

a) A person shall be eligible to become a Member upon all the following being satisfied:

i) The person is not younger than Age 18 and not older than Age the lower of 70 last birthday or retirement age of the Member specified in the individual Scheme Rules, at the proposed Member Effective Date; and

ii) The person is employed by You; and

iii) You satisfy Us in all respects as to that person's eligibility to become a Member.

iv) the Member's name being entered in the Register of Members.

b) A Member 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 occurrence of an Insured Event, or

iii) Your written request to terminate a Member's cover under the Master Policy and Our acceptance of the same, or

iv) the termination of the Master Policy

c) You shall provide Us 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 for that Member within 7 (seven) 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.

d) You may terminate the Master Policy by giving Us prior written notice of at least 90 (ninety) days.

3) Payment of Contribution

Contribution is payable to Us by You in accordance with Your scheme rules.

4) Payment of Mortality Premium

i) The Mortality Premium will be payable by You on the due dates in the amounts and at the Premium Frequency as specified in the Schedule. Mortality Premium shall become due on every Policy Anniversary, if the Premium Frequency is annual. If the Premium Frequency is half yearly, or quarterly, or monthly, then Mortality Premium shall become due on the day corresponding with the Commencement Date in every half-year, quarter or month respectively. If the corresponding day does not exist in a particular month, then the last day of that month shall be deemed to be the due date.

ii) Mortality Premium is reviewable on every Policy Anniversary.

iii) In case You do not pay the Mortality Premium on due date, We will allow a grace period of 30 (thirty) days from the due date of the first unpaid instalment of Mortality Premium for You to pay the Mortality Premium to Us. During this grace period, the benefits under Article 6) will continue to apply.

iv) If the due Mortality Premium is not paid within the grace period then the life cover will lapse from the date of the first unpaid mortality premium (date of lapse) and can be reinstated in accordance with Article 5.

v) You must provide Us in writing with the details of all such persons eligible to become a Member and those persons who have ceased to be a Member on a monthly basis, at least by the 7th (seventh) day of the following month. If there is any delay in reporting the data pertaining to these additional/ discontinuing Members, then in respect of additional Members whose details have not been reported by the 7th (seventh) day of the following month, We will deduct Mortality Premium from the Member Effective Date which is applicable for those other Members whose data was reported to Us by the 7th (seventh) day of the following month, but the life cover for these additional Members under the Master Policy shall be effective only from the date on which We have received the data of such Members from You and provided that the Member is alive on date of reporting to Us and satisfies the eligibility criteria specified in Article 2)a). Life cover to such additional Members under the Master Policy shall be at Our sole discretion, subject always to availability of sufficient advance Mortality Premium.

5) Reinstatement

- a) Subject to Article 4)i), If the Mortality Premium is not paid within the Grace Period then the life cover will cease and the Sum Assured payable under Article 6)b) shall not be payable on the occurrence of the death of a Member. The life cover can be reinstated within 5 years called the "Reinstatement Period" from the due date of first unpaid mortality premium subject to following:
- i) You informing Us in writing at least 7 (seven) days prior to the end of the Reinstatement Period of Your intention to reinstate and the proposed date when You wish to do so. The reinstatement of the Master Policy shall be subject to Our underwriting requirements, as applicable from time to time, and We reserve the right to obtain additional information before reinstating the Master Policy;
 - ii) You paying all Mortality Premium in respect of the Members alive at the date of reinstatement ;
 - iii) the reinstatement of the Master Policy shall not take effect until We have approved Your request for reinstatement which shall only be evidenced by a written communication from Us confirming this. We have no obligation to reinstate the Master Policy even if You have given Us all documentation requested by Us. We may also (at Our sole and absolute discretion) restrict the terms upon which We agree to reinstate;
- b) If the life cover is not reinstated within the Reinstatement Period, then the Master Policy shall immediately and automatically terminate at the date of expiry of the Reinstatement Period and the Fund Value, (as on the date of termination) shall be payable to You at the expiry of the Reinstatement Period.
- c) During the Reinstatement Period:
- i) the Sum Assured as mentioned in the Register of Members shall not be payable on the death of a Member;
 - ii) the Scheme Benefits payable in accordance with Article 6)a) shall continue to be payable under the Master Policy to the extent the Fund Value is sufficient for such purpose;

6) Benefits

- a) Upon the occurrence of an Insured Event or leave encashment while in service in respect of a Member, We will pay You the Employee Benefits as per Your scheme rules within 7 (seven) working days of Our receipt of Your written notice with complete documentation specifying the occurrence of an Insured Event or leave encashment

while in service and the amount to be paid in accordance with Your scheme rules from the Running Account as long as the Fund Value is sufficient to make such payment.

- b) If the Insured Event is the death of the Member, then in addition to the Employee Benefits payable as per Article 6)a) above, We shall pay the Sum Assured, if any to You. You shall immediately give the Sum Assured (without any deductions) to the Beneficiary.
- c) In case the Employee Benefits are of a Group Pension Scheme, then You will have to buy annuity either from Aviva under the product "Aviva Annuity Plus" (UIN: 122N018V02) or any other annuity product from any other life insurance company registered with Insurance Regulatory and Development Authority. However, You can also pay upto one-third of the commutated value of the annuity or any other percentage prescribed in the Income Tax Act or any other law applicable from time to time as a lump sum.
- d) Our maximum liability to make any payment of the Employee Benefits under this Master Policy in respect of all Members and all Insured Events shall at all times be limited to the Fund Value only.

7) Surrender Value

- a) You may surrender this Master Policy by giving Us written notice at least 90 days in advance of the date on which You wish the Master Policy to be surrendered. Upon the expiry of the notice period, the surrender value specified in Article 6)c) below shall become payable.
- b) In case of surrender of the Master policy, surrender value will be paid as per following table:

Duration from Commencement Date to Date of Receipt of notice of Surrender (in months)	Surrender Value
Upto 12	97% of Fund Value
13 th to 24 th	98% of Fund Value
25 th to 36 th	99% of Fund Value
37 th Onwards	100% of Fund Value

Fraction of a month will be rounded to next month.

8) Fund Value

- a) Contributions made by You which have been credited into the Running Account will be used to form a fund. Interest will be credited

for the Accumulating Year as on 31st March every year in Your fund at the rate declared by Us, on the basis of investment performance.

- b) The yearly statement of accounts as on 31st March every year will be issued to You stating details such as Contributions received, Mortality Premium Deducted, if applicable, claims paid and interest credited.

9) Payment Conditions

- a) It is a condition precedent to Our liability to make any payment that You shall, at Your own expense give Us:
 - i) written notice of the occurrence of an Insured Event as soon as reasonably practicable, and
 - ii) such information and/or documentation that We may request in relation to the Insured Event or in relation to payment of the Leave Encashment Benefit when the Member encashes leave while still in service.
- b) We assume no liability for the payment of any amount to the Member or for Your payment (including any payments to be made by the trustees) of any amount to the Member including the timing of payment or adequacy of payment made by You to any Member or adequacy of payment under this Master Policy being sufficient to discharge Your obligations to Members. 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 or his 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 any Insured Event 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 a Member or his legal heirs or executors or personal representatives or next of kin or any other interested person (whether or not in fact interested).
- c) All monies payable by Us shall be paid 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.

10) Miscellaneous

a) Taxation

We are entitled to make such deductions or charge taxes and levies which, in Our opinion, are necessary and appropriate, from any of the Contributions 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.

b) Benefits not Assignable

A Member cannot assign, charge or dispose of his beneficial interest under the Master Policy.

c) Appointment of Beneficiary

1) Every Member may nominate one or more of his spouse or his children or dependants to be a Beneficiary and We shall register the same in the Register of Members and send an endorsement confirming the identity of the Beneficiary.

2) We must be given written notice of the change of any Beneficiary. Any nomination and change in nomination will take effect only once We have registered the same in the Register of Members and We send an endorsement confirming the identity of the Beneficiary or the new Beneficiary.

3) In the event of the death of a Member, the benefits shall be paid to You for payment to the Beneficiary.

4) If there are no Beneficiaries or all Beneficiaries have pre-deceased the Member, then We will pay You, and You shall make the payment to the legal heirs or legal representatives of that Member.

5) If there is more than one Beneficiary and a Beneficiary dies before a payment becomes due then We will pay to You and You will pay the other Beneficiaries in proportion to their designated shares.

d) Loan

No Loan is available under this Master Policy.

e) Amendments

You shall inform Us of any changes or amendments to Your scheme rules as soon as reasonably practicable.

f) Loss of the Master Policy Document

1. 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.

2. It is hereby understood and agreed that upon issuance of a duplicate Master Policy, the original shall 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 judgements arising out of or howsoever connected with the original Master Policy Document or arising out of the issuance of a duplicate Master Policy Document.

g) Notices & Correspondence

1. You shall give Us all notices, instructions and correspondence, including notices of transfer, nomination or other transactions in writing at Our address specified in the Schedule or at any of Our branch offices.
2. You shall notify Us of any change in Your address failing which notices or correspondence sent to the last recorded address are agreed to be legally effective and valid.
3. Any Master Policy Document or any other communication sent to You by Us through speed post or courier or any other legally recognised mode of posting, at the address specified in the Schedule shall be deemed to have been received by You within 7 (seven) days from the date of dispatch.

h) 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.

i) Territorial Limits and Currency

All Contributions and benefits are payable within India and in Indian Rupees.

j) Governing Law & Jurisdiction

This Master Policy and any disputes or differences arising under or in relation to the Master Policy are subject to and shall be construed in accordance with Indian law and by the Indian Courts.

k) Entire Contract

The Master Policy Document comprises the entire contract between You and Us and it cannot be changed or altered unless We approve it in writing by endorsement on the Schedule.

l) Agent's Authority

- i) The insurance agent is only authorised by Us to arrange the completion and the submission of the Proposal.
- ii) 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 as Your representative.

m) 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 in Article 10)m)-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.