



AVIVA TRADITIONAL GROUP GRATUITY PLAN (Non - participating) STANDARD TERMS & CONDITIONS

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, Scheme Rules, Schedule and any Annexure 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 to receive the benefits under Article 5)b) this Master Policy upon the Member's death.
 - iv) Commencement Date means the date specified in the Schedule on which this Master Policy commenced.
 - v) Contribution means the amount payable by You to Us as calculated in accordance with Article 3)a) and to be paid in regular instalments, in the manner and at the intervals specified in the Schedule.
 - vi) Fund Value means the value of the gratuity fund established in accordance with Article 7) below.
 - 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) Gratuity Benefit means the amount payable in accordance with Article 5)a) which is calculated in accordance with Your Scheme Rules and the Payment of Gratuity Act, 1972.
- 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 on which coverage under the Master Policy commences in respect of a Member.
- xii) Policy Anniversary means the annual anniversary of the Commencement Date.
- xiii) Policy Year means a one-year period commencing on the Commencement Date or on any Policy Anniversary thereof.
- xiv) Proposal means the signed, completed and dated proposal form submitted by You to Us, including any declarations and statements annexed to it.
- xv) Register of Members means a register maintained by Us (or You) containing details of each Member, including but not limited to name, Age, sex, salary, date of retirement, Sum Assured, the Member Effective Date, the Beneficiary, and during the Beneficiary's minority, such other person appointed by the Member to receive any payment from You and any special conditions applicable to a Member.
- xvi) Running Account means the account to be maintained by Us into which Contributions paid will be credited (after deducting such amount as is required to provide the Sum Assured) and out of which, the Gratuity Benefit shall be paid.
- xvii) Schedule means the schedule and any endorsements thereto issued by Us, and, if more than one, then the latest in time.
- xviii) Scheme Rules means the rules attached to the Trust Deed and governing the relationship between You and each Member, as may be amended from time to time, but only with Our prior written approval.
- xix) Sum Assured means the amount specified in the Schedule which is payable in accordance with Article 5)b) below.

- xx) Trust Deed means the trust deed executed by You on the date specified in the Schedule which cannot be amended without Our prior written approval.
- xxi) We/Us/Our means the Aviva Life Insurance Company India Limited.
- xxii) You/Your means the trustees under the Trust Deed named in the Schedule (and named as the Master Policyholder in the Scheme Rules) 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 the lower of Age 69 or the retirement Age of the Member specified in the Scheme Rules at the proposed Member Effective Date unless We specifically agree otherwise;
 - ii) The person is Your employee as specified in the Scheme Rules;
 - iii) The person is working fulltime for You at the proposed Member Effective Date;
 - iv) You have provided Us with all the information and documentation We have specified and We are satisfied Us 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 and his name has been entered in the Register of Members, provided that coverage under this Master Policy in respect of such Member shall commence only on the Member Effective Date.
- c) If Article 2)a)iii) is not satisfied by a person, We may, in Our sole and absolute discretion, provide cover to that person under the Master Policy, provided that We have receive a written request from You to cover that person as a Member, along with a declaration of his good health.
- d) 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 for any reason.
- e) 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.

3) Payment of Contribution

- a) You shall pay Contribution calculated in accordance with Your Scheme Rules in the amount, manner and at the intervals specified in the Schedule. You shall provide Us with details of all persons who satisfy the eligibility criteria at Article 2)a) at least 30 days prior to the next Policy Anniversary, based on which We will calculate the Contribution payable by You which We will send to You in writing prior to that Policy Anniversary.
- b) Contribution shall become due on every Policy Anniversary if the frequency of payment of Contribution is annual. If the frequency of payment of Contribution specified in the Schedule is half yearly, quarterly or monthly, the Contribution 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.
- c) We may verify the amount of any Contribution paid at any time, and You agree to promptly provide Us with such documentation and/or information as We may require in respect of the calculation of the Contribution paid or payable.
- d) If there is an under-payment of Contribution, We shall inform You of the under-payment in writing. You shall forthwith pay Us the amount due, failing which, the provisions of Article 4 below shall apply. If We determine that there is an overpayment of Contribution by You, We shall adjust the amount of the overpayment only against future Contribution payable.
- e) If any new Members become Insured Members during the Policy Year, We will calculate the Contribution payable for those Members and

this shall be paid to Us within [x] of Us sending written notice of the Contribution due.

4) Reinstatement

- a) If the Contribution or any part thereof has not been received within 30 days of its due date, then the Sum Assured payable under Article 5)b) shall immediately cease to be payable on the occurrence of the death of a Member and the Master Policy shall remain in force for the reinstatement period, which shall be 5 years from the due date of first unpaid Contribution.
- b) The Master Policy may be reinstated by You giving Us written notice of reinstatement at least [x] days before the expiry of the reinstatement period. The Master Policy shall be reinstated only if We agree to the reinstatement for which purpose You shall comply with any requests for information and documentation made by Us and You shall make payment of all unpaid Contribution from the date of default to the proposed date of reinstatement.
- c) If the Master Policy is not reinstated then it shall be immediately and automatically terminated on the expiry of the reinstatement period and the Fund Value after deduction of a Surrender Charge, if any, as specified in the Schedule will be paid to You.
- d) If any Insured Event occurs during the period specified in Article 4)a), then the Gratuity Benefit per Article 5)a) shall continue to be payable under the Master Policy, provided that the Fund Value is sufficient to make such payment.

5) Benefits

- a) We shall make payment of the Gratuity Benefit by debiting an amount equal to the Gratuity Benefit to be paid from the Running Account on Your informing Us of the occurrence of an Insured Event in respect of a Member, as long as the Fund Value is sufficient to make such payment.
- b) If the Insured Event is the death of the Member, in addition to the Gratuity Benefit payable per Article 5)a), We shall pay the Sum Assured.
- c) Our maximum liability to make any payment of the Gratuity Benefit under this Master Policy in respect of all Members and all Insured Events shall at all times be limited to the Fund Value only.

6) Guaranteed 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) This Master Policy will acquire a surrender value as soon as the first Contribution is paid at the Commencement Date.
- c) The surrender value payable to You shall be the Fund Value less the Surrender Charge, if any, as specified in the Schedule.

7) Fund Value

- a) Contributions made by You which have been credited into the Running Account will be used to form a gratuity fund. Interest will be credited for the Accumulating Year as on 31st March every year in the gratuity 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, claims paid and interest credited.

8) Payment Conditions

- a) It is a condition precedent to Our liability to make any payment that You shall, at Your own expense:
 - i) Give Us with written notice of the occurrence of an Insured Event 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 Insured Event 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.
 - iii) You shall 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 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 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.

9) **Taxation**

We are entitled to make such deductions 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.

10) **Benefits not Assignable**

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

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.

12) **Loan**

No Loan is available under this Master Policy.

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.

14) Territorial Limits and Currency

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

15) Notices & Correspondence

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.

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.

16) Loss of Master Policy Documentation

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.

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.

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.

18) Agent's Authority

The insurance agent is only authorised by Us to arrange the completion and submission of the Proposal.

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.

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.