

## **AVIVA CORPORATE SHIELD PLUS**

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 CORPORATE SHIELD PLUS (Non-participating plan) Product UIN: 122N066V02

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

### **1) Interpretation & Definitions**

- a) In this Master Policy Document, where appropriate, references to the singular include references to the plural, references to the male include the female and references to any statute include subsequent changes to that statute.
- b) The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:
  - i) Beneficiary means the person named in the Register of Members in respect of each Member, who is entitled to receive the benefits under the Master Policy on the Member's death.
  - ii) Commencement Date means the date the Master Policy commenced, as specified in the Schedule.
  - iii) Insured Event means the death of a Member.
  - iv) Member means the person whose life is assured under this Master Policy provided that such person meets and continues to satisfy the eligibility criteria at Article 2) and whose name is entered in the Register of Members.
  - v) Member Effective Date means the date upon which that Member's name is last entered in the Register of Members.
  - vi) Master Policy means the arrangements established by this Master Policy Document in respect of an Insured Event affecting a Member.
  - vii) Policy Anniversary means the annual anniversary of the Commencement Date.
  - viii) Policy Year means a period of one year commencing on the Commencement Date or on any Policy Anniversary thereof.
  - ix) Premium means the amount as determined by Us, payable by You to Us at the Commencement Date and at each Premium Due Date to keep the Master Policy in force.

- x) Premium/Renewal Due Date means the date specified in the Schedule by which Premium is payable by You for renewing the Master Policy.
- xi) Register of Members means a Register maintained by You containing details of each Member, including but not limited to name, age, sex, designation, Sum Assured per Member, the name of the Beneficiary, the Member Effective Date, and any special conditions applicable to the Member.
- xii) Rider means an insurance cover attached to and forming part of the Master Policy if and to the extent specified in the Schedule.
- xiii) Schedule means the schedule and any endorsements thereto issued by the Company to evidence the insurance and, if more than one, then the latest in time.
- xiv) Sum Assured means the amount stated in the Schedule/Register of Members which shall be Our maximum liability per Member unless expressly stated to the contrary herein.
- xv) We, Our and Us means the Aviva Life Insurance Company India Limited.
- xvi) You or Your means the entity/organisation named in the Schedule who is the master policyholder who has concluded this Policy with Us.

## 2) Eligibility Criteria

- a) A person who satisfies the following eligibility criteria is eligible to become a Member:
  - i) The Insured Member is an employee of the master policyholder and his/her provident fund is deducted by the master policyholder.
  - ii) Insured Member has completed 18 years of age.

For the avoidance of doubt, becoming a Member does not establish any right or entitlement of the Member against Us under this Master Policy.

- b) No person shall become a Member unless and until You have entered his name into the Register of Members. You have the sole and absolute right to decide whether a person's name should be entered in the Register of Members subject to Us calling for such information or documentation (medical or otherwise) as to the satisfaction of the eligibility criteria contained in Article 2)a)(which shall not be amended without Our prior written consent) or otherwise as We deem fit.
- c) We may authorise You to provide the Member with a Certificate of Membership containing details of, inter alia, the Member Effective Date.

- d) A person shall immediately and automatically cease to be a Member upon the earlier of:
  - i) The occurrence of the Insured Event in respect of the Member; or
  - ii) The Member failing to satisfy any of the eligibility criteria established in Article 2)a).

### 3) Duration of the Master Policy

- a) This Master Policy is an annual contract renewable at Your option, but:
  - i) We reserve the right not to consider or accept renewal on a Policy Anniversary by giving You prior written notice of at least 3 months before the Policy Anniversary;
  - ii) If You do not renew this Master Policy on any Policy Anniversary then the Master Policy may not be reinstated. You shall, however, be entitled to apply for a new Master Policy.

### 4) Calculation of Premium

- a) At least 30 days prior to each Policy Anniversary, You shall provide Us with details of all persons who satisfy the eligibility criteria at Article 2), and We shall calculate the Premium payable by You based upon:
  - i) The number of current Members who satisfy the terms of Article 2 above,
  - ii) Their completed age as at the Policy Anniversary and
  - iii) The Sum Assured per Member.
- b) Once We have received the information detailed in 4)a) We shall send you a renewal notice specifying the Premium payable for the next Policy Year. The amount of premium specified in Our renewal notice must be paid by the Premium Due Date, failing which the terms of Article 5) shall apply.
- c) While calculating the Premium under Article 4)a) above, the Company shall also charge the applicable service tax or any other taxes, if applicable, over and above the Premium at the prevailing rate of tax.
- d) If new Members fulfilling the eligibility criteria in Article 2) are inducted under the Scheme during the Policy Year, the premium rate per Article 4)c) shall be used to calculate the pro-rata Premium payable for such new Members and the same shall be payable to Us within 30 days of Us notifying You in writing of the Premium to be paid by You. No new Members shall be inducted into the Scheme unless the Premium for those Members is received

by Us in advance. If Members leave the Scheme during any Policy Year, the premium rate per Article 4)c) shall be used to calculate the pro-rata Premium refundable to You after calculating the proportionate risk premium for the time these Members were on cover. At Our option, We shall either refund the entire payment to You immediately or adjust the amount against any future Premium payable for new entrants or at the time of renewal.

**5) Non payment of Premium**

- a) If the Premium per Article 4)c) is not paid in full by the Premium/Renewal Due Date, then We will allow a grace period of 30 days from that date within which the default shall be rectified. If You do not pay the Premium per Article 4)c) within the grace period, then the Master Policy shall be deemed to have been lapsed and no benefit under the terms of Article 7) shall apply. Any liability to the Member, if exists, shall be Your sole responsibility.
- b) A lapsed Master Policy may not be reinstated.
- c) During the period of grace, the Sum Assured is payable upon the Member's death after outstanding Premium for the scheme, if any, have been paid.

**6) Information**

- a) At any time during the Master Policy, We may seek other information and/or documentation in respect of any actual or prospective Member. If the documentation and/or information for any such person is not received by Us within 30 days of it having been requested, the name of the Member 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.

**7) Benefits**

- a) Upon the occurrence of an Insured Event, and subject in all cases to satisfaction of Articles 6) and 8), We shall pay You the Sum Assured and this Policy in respect of that Member shall cease immediately.
- b) On the death of a Member, the benefits under any applicable Riders (if any) in force shall also become payable.

**8) Payment Conditions**

- a) It is a condition precedent to Our liability to make payment of any benefit under this Master Policy that You shall, at Your own expense:

- i) Immediately, and in any event within 60 days, provide Us with written notice of the happening of an Insured Event, 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 if We have not admitted age.
    - 3. The original or a legalised copy of the death certificate showing the circumstances of, cause of and the date of death.
  - iii) You shall provide Us with such other evidence in support of the claim that We may request.
- b) You shall be responsible to ensure that the Sum Assured is provided to the Beneficiary of the deceased Member, named in the Register of Members. Any payment made by Us to You shall be a valid discharge to Us in respect of any such payment.
- c) In making payment under this Master Policy, You agree that We assume no responsibility or liability for the payment of any amount to a Beneficiary or any of them, or the timing or adequacy of any payment by You to any Beneficiary. You hereby agree to hold harmless and indemnify Us against any claim (and expense or loss occasioned thereby) by, from or on behalf of the Member or his Beneficiary or 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's Beneficiary or legal heirs or executors or personal representatives or next of kin or any other interested person (whether or not in fact interested).
- d) All monies payable by us shall be paid to You at Your designated offices against a discharge given by You or 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) **Miscellaneous**

a) **Loss of the Master Policy Document**

- i) We will replace a lost 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 Policy Document, at Your expense, as We consider necessary before issuing a copy of the Policy Document. We have the right to charge a fee for the issue of a copy of the Policy Document.
- ii) It is hereby understood and agreed that You will protect Us and hold Us harmless against any claims, costs, expenses, awards or judgments arising out of or howsoever connected with the original Policy Document or arising out of issuance of duplicate Policy Document.

b) **Correspondence**

- i) You must give Us all notices, instructions and correspondence, including notices of transfer, assignment, nomination or other transactions in writing at Our address specified in the Schedule.
- ii) You should 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.

c) **Fraud**

If You or a Member or claimant or anyone acting for You or any of them or with Your or their knowledge makes any misleading, false or fraudulent claim then this Master Policy shall be void and any benefits hereunder shall be forfeited.

d) **Currency & Territorial Limits**

All premiums and benefits are payable within India and in the currency of the Master Policy as specified in the Schedule.

e) **Governing Law**

This Master Policy and the applicable terms and conditions are subject to and shall be construed in accordance with Indian law. Any and all disputes or differences which may arise under, out of, or in connection with or in relation to this Master Policy shall be subject to the jurisdiction of the courts in India.

f) **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. The insurance agent is not authorised by Us to amend the Policy Document, or to accept any notice on Our behalf.

We specifically reserve the right to make changes to ensure compliance with the prevailing rules prescribed under the Employees Provident Funds and Miscellaneous Provisions Act 1952 and the Insurance Regulatory and Development Authority Regulations issued from time to time, provided that such change shall be effective from the immediately following Policy Anniversary.

g) **Section 45 of the Insurance Act, 1938**

In accordance with Section 45 of the Insurance Act, 1938:

- i) 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 the Member 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 or the Member and that You or the Member knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.
- ii) Nothing in Article 9) g)i) 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 into question merely because the terms of the Master Policy Document are adjusted on subsequent proof that the Member's age 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.

h) **Due Observance**

Your due observance of the terms, provisions and conditions of the Master Policy Document and compliance with them insofar as they relate to anything to be done or complied with by You or a Beneficiary shall be a condition precedent to Our liability.



## Special Terms & Conditions

### Rider - Double Accident Benefit

#### Article 1 General Provisions

- 1.1 These Special Terms and Conditions apply to the Insurance only if this Rider has been effected as specified in the Schedule.
- 1.2 This Insurance is further governed by the relevant Terms & Conditions applicable to the Base Plan and the Scheme Rules.

#### Article 2 Insured Event

- 2.1 The death of the Insured Member caused directly by Accident, within 90 days from the date of such Accident.

#### Article 3 Benefits

- 4.1 In the event of an accepted claim under this Rider, the Company will be liable to pay one more Sum Insured to the Policyholder in addition to the Sum Insured payable under the Base Plan.

#### Article 4 Duration of the Rider

- 5.1 The Rider terminates if the Insurance on the life of the Insured Member is terminated or cancelled for any reason.

#### Article 5 Exclusions

- 6.1 No benefit will be payable if the Accidental death is directly or indirectly caused by or aggravated by or related to:
  - i) Alcohol or drug abuse including drug taking other than prescribed by a medical practitioner, any crime committed by the Insured, wilful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice.
  - ii) Failure to seek and follow medical treatment and advice from a registered and qualified medical practitioner immediately following an accident.
  - iii) Aviation other than as a passenger in a commercial licensed passenger aircraft.
  - iv) Engaging in racing of any kind other than athletics or swimming.
  - v) Any form of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, riots, social disorder, insurrection, military or usurped power, or wilful participation in acts of violence.
  - vi) Radioactive contamination due to a nuclear accident.
  - vii) Any mental or functional disorder.
  - viii) Participation in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
- ix) Any condition existing prior to the Insured Member Effective Date except as stated in the Schedule.

Endorsement


SPECIMEN


SPECIMEN