



TERMS & CONDITIONS

Plan - GroupShield

Article 1 General Provisions & Definitions

1.1 The Insurance provided by Dabur CGU Life Insurance (hereinafter called the "Company") is based upon the signed, dated and completed Proposal (hereinafter the "Proposal") and is as detailed in the Policy Document, which comprises these Terms and Conditions, the Schedule, the Register of Insured Members, the Scheme Rules, and the Proposal, which is deemed to be incorporated herein.

1.2 The terms defined above and below have the meanings ascribed to them wherever they appear in this 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 includes references to amendments to the same:

Policyholder:	The organisation named in the Schedule.
Insured Member:	Any person who satisfies the eligibility criteria at Article 2.1 and whose name appears in the Register of Insured Members.
Insurance:	The arrangements effected by the Policyholder in respect of an Insured Event affecting an Insured Member.
Insured Event:	The death or Accidental death or Permanent Total Disability of an Insured Member.
Schedule:	The Schedule and any endorsements thereto issued by the Company to evidence the Insurance and, if more than one, then the latest in time.
Sum Insured:	The amount stated in the Register of Insured Members which shall be the Company's maximum liability per Insured Member unless expressly stated to the contrary herein.
Commencement Date	The date the Insurance commenced, as specified in the Schedule.

1

AVIVA is the brand name of Dabur CGU Life Insurance Company Private Limited
5th Floor JMD Regent Square Gurgaon-Mehrauli Road Gurgaon 122001
Tel +91(0) 124 6804141 Fax +91(0) 124 6804151

Insured Member Effective Date	The date upon which the Insurance commences in respect of a particular Insured Member, as recorded in the Register of Insured Members.
Policy Anniversary:	The first day of any Policy Year after the first Policy Year.
Policy Year:	A period of one year commencing on the Commencement Date or on any Anniversary thereof.
Premium Due Date:	The date or period of time specified in the Schedule.
Premium	The amount payable by the Policyholder to the Company by the Premium Due Date.
Register of Insured Members:	A Register maintained by the Company containing details of each Insured Member, including but not limited to name, age, sex, Sum Insured per Insured Member, Insured Member Effective Date, and any special conditions applicable to the Insured Member.
Accident or Accidental:	A sudden, unexpected, violent and external and visible event.
Terminal Date:	As defined at Rule 1(g) of the Scheme Rules.
Scheme Rules:	The rules governing the relationship between the Policyholder and each Insured Member, as amended by the Company from time to time.
Permanent Total Disability:	The meaning ascribed to this term at Rule 5.2 of the Scheme Rules.

Article 2 Duration of Cover for an Insured Member

2.1 A person shall become an Insured Member:

- 2.1.1 if he satisfies the eligibility criteria set out at Rule 2.1 of the Scheme Rules and has been accepted by the Company, and
- 2.1.2 the Company has entered his name in the Register of Insured Members,

whereupon the Company will authorise the Policyholder to provide the Insured Member with a Certificate of Membership containing details of, inter alia, the Insured Member Effective Date.

2.2 A person shall automatically cease to be an Insured Member:

- 2.2.1 upon the right to a benefit having arisen (without prejudice to the Company's obligation to pay the Sum Insured in the event of an admitted claim); or
- 2.2.2 upon failing to satisfy any of the eligibility criteria set out at Rule 2.1 of the Scheme Rules; or
- 2.2.3 upon reaching the Terminal Date.

Article 3 Duration of the Insurance

- 3.1 This Insurance is an annual contract renewable at the option of the Policyholder, but:
- 3.2 the Company reserves the right not to consider or accept renewal by giving the Policyholder written notice of the same at least three months before the Policy Anniversary;
- 3.3 if the Policyholder does not renew this Insurance on any Policy Anniversary then the Policyholder shall be deemed not to have renewed the Insurance and shall not be entitled to renew the Insurance except with the consent of the Company.

Article 4 Payment of Premium

- 4.1 Premium is payable by the Policyholder to the Company during the period that each person is and continues to remain an Insured Member.
- 4.2 At least 30 days prior to each Policy Anniversary the Policyholder shall provide the Company with details of all persons who satisfy the eligibility criteria at Article 2.1; and the Company shall calculate the Premium payable by the Policyholder based upon:
 - 4.2.1 the number of Insured Members who satisfy the terms of Article 2.1 above, and
 - 4.2.2 the period between the next Policy Anniversary and the Policy Anniversary following thereafter.
- 4.3 In calculating the Premium under Article 4.2 above, the Company shall:
 - 4.3.1 where an Insured Member was first included during the Policy Year, calculate an additional Premium in respect of that Insured Member from the Insured Member Effective Date to the next Premium Due Date, and
 - 4.3.2 where an Insured Member ceased to be an Insured Member, except on occurrence of the Insured Event, during the Policy Year, calculate a refund of Premium in respect of that Insured Member from the date that the Insured Member ceased to be an Insured Member to the next Premium Due Date.
- 4.4 If the Company has not advised the Policyholder of the new Premium to be paid by the Premium Due Date, then the Policyholder shall make payment equal to

the Premium payable at the previous Premium Due Date subject to adjustment within 30 days of the Company advising the Policyholder of the actual Premium to be paid."

Article 5 Premium Due Date & Grace Period

- 5.1 Premium shall be paid by the Policyholder to the Company by the Premium Due Date.
- 5.2 In the event of the Policyholder's failure to pay the Premium or any part thereof by the Premium Due Date, the Company will allow a grace period of 30 days except for monthly frequency of premium payment wherein grace period will be of 15 days. After the expiry of the grace period without payment of the Premium in full, this Insurance will be deemed to have automatically lapsed as at the Premium Due Date and the liability of the Company will be deemed to have ceased as on the Premium Due Date. The Company shall not and shall not be liable to make any payment under Article 7 or otherwise on the occurrence of any Insured Event during the grace period unless the Policyholder has paid the Premium within the grace period.

Article 6 Information

The Company may seek other information and/or documentation in respect of any actual or prospective Insured Member. If the documentation and/or information for any such person is not received by the Company within 30 days of it having been requested, the name of the Insured Member shall be deemed to have been removed from the Register of Insured Members effective from the date of the Company's request for information and/or documentation. If an Insured Event occurs to an Insured Member in respect of whom the Company has sought such information and/or documentation before the Company has received the same, then the Company's liability to make payment shall be restricted to 25% of the Sum Insured.

Article 7 Benefits

- 7.1 Upon the death of an Insured Member, subject to Articles 6 and 8, the Company shall, save as provided for at Article 7.5 below, be liable to pay to the Policyholder the Sum Insured.
- 7.2 Upon the death of an Insured Member caused directly by an Accident within 90 days thereof, and subject to Articles 6 and 8, the Company shall be liable to pay to the Policyholder one more Sum Insured.
- 7.3 Upon an Insured Member suffering Permanent Total Disability as a direct result of an Accident, and subject to Articles 6 and 8, the Company shall be liable to pay to the Policyholder two times the Sum Insured.

- 7.4 Upon the happening of any event referred to at Articles 7.1 to 7.3 inclusive, but without prejudice (subject to Articles 6 and 8) to the Company's obligation to make payment, the Insured Member shall immediately cease to be an Insured Member.
- 7.5 The Policyholder shall maintain and keep maintained a register of the beneficiaries appointed by each Insured Member and, in accordance with Article 8.1.5 below, produce the same to the Company upon the happening of an Insured Event. The Policyholder authorises the Company to make payment of any sum due hereunder in favour of such beneficiary and the Policyholder agrees to hold harmless and indemnify the Company against any claim, expense or loss that may be made against or incurred by the Company arising out of or in connection with such payment to the beneficiary.

Article 8 Payment Conditions

- 8.1 It is a condition precedent to the Company's liability to make payment of any benefit under this Insurance that the Policyholder shall, at its own expense:
- 8.1.1 immediately, and in any event within 30 days, provide the Company with written notice of the happening of an Insured Event, and
- 8.1.2 provide the Company with such information and/or documentation that the Company may request in order to establish the fact of, date of, circumstances relating to and cause of the Insured Event and/or the Company's liability in respect of it, and
- 8.1.3 co-operate with and assist the Company in any investigation that the Company may decide to undertake in respect of any Insured Event, and
- 8.1.4 at the request of the Company, the Policyholder shall provide such evidence in support of the claim to the Company.
- 8.1.5 the Policyholder provides the Company with any documentation by which the Insured Member has in writing nominated a beneficiary of any sum payable hereunder to the Policyholder.
- 8.2 In determining its liability to make payment under this Insurance, it is hereby agreed that the Company shall additionally be entitled to deny payment to the Policyholder if the Policyholder could have denied payment to the Insured Member under the Scheme Rules.
- 8.3 It is a condition precedent to the Company's liability to make payment of any benefit under this Insurance that the Sum Insured in respect of each Insured Member is neither more nor less than that specified in the Scheme Rules.

Article 9 Limitation of Interest

- 9.1 This Insurance does not participate in the profits of or confer any title to or any beneficial interest in the assets of the Company, or to any income from such assets.

- 9.2 The benefits receivable under this Insurance are neither assignable nor chargeable by the Insured Member save for the appointment of beneficiaries provided for at Rule 7 of the Scheme Rules.

Article 10 Changes

- 10.1 This Policy Document constitutes the complete contract of insurance. No change or alteration to this Policy Document shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by the Company's endorsement on the Schedule.
- 10.2 The Company reserves the right to change the terms and conditions of this Insurance, the benefits conferred by the Insurance, and to terminate the Insurance.
- 10.3 The Company specifically reserves the right to make changes to the Scheme Rules.
- 10.4 The Company will notify the Policyholder about any changes pursuant to Articles 10.2 and/or 10.3 at least 2 months before the next Policy Anniversary, and the changes so notified shall be effective from the next Policy Anniversary.

Article 11 Taxation

The Company is entitled to make such deductions, which in its opinion are necessary and appropriate, from any of the benefits payable under this Insurance on account of any tax or other payments which may be imposed by any legislation, order, regulation or otherwise upon the Company or Policyholder.

Article 12 Arbitration

Any and all disputes or differences which may arise under, out of, or in connection with or in relation to this Insurance, or to its existence, validity or termination or to the determination of the amount or any amounts payable, shall be determined by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

Article 13 Due Observance

The due observance of and compliance with the terms, provisions and conditions of the Policy Document insofar as they relate to anything to be done or complied with by the Policyholder shall be a condition precedent to the liability of the Company.

Article 14 Fraud

If the Policyholder shall make or advance any claim under or in respect of this Insurance knowing the same to be false or fraudulent as regards amount or otherwise, this Insurance shall be void and any benefits hereunder shall be forfeited in respect of that claim.

Article 15 Misstatement

If the sex or date of birth/age notified to the Company in respect of any Insured Member proves to be incorrect then no greater benefit shall be payable by the Company than would have been payable had the sex or date of birth/age been correctly stated at the outset.

Article 16 Territorial Limits

This Insurance shall apply only in respect of claims arising within India and determined in accordance with Indian Law. The liability to make payments shall be to make payments only in Indian Rupees.



Specimen Rules for the Life Insurance Scheme for XYZ Company

Rule 1: Definitions

- (a) "Insurer" means:
- (b) "Member Effective Date" means:
- (c) "Sum Insured" means: The amount stated in the Register of Insured Members maintained by the Insurer.
- (d) "Accident" or "Accidental" means: A sudden, unexpected, violent and external and visible event.
- (e) "Policyholder" means:
- (f) "Member" means: A member of the Scheme.
- (g) "Terminal Date" means: [The Policy Anniversary on which an Insured Member attains age 50 last birthday (age 60 if the Insured Member is an employee of the Policyholder).]
- (h) "Policy" means: The Group Life Insurance Policy effected by the Policyholder with the Insurer to provide the benefits under this Scheme.
- (i) "Scheme" means: The insurance scheme governed by these Rules.
- (j) "Scheme Anniversary" means: The annual anniversary of the Commencement Date of the Policy.

Rule 2: Eligibility for Membership

- 2.1 (Eligibility conditions agreed between the Policyholder and the Insurer will be stated here).
- 2.2 On becoming a Member, the Member will receive a Certificate of Membership specifying the benefits to which he will be entitled under these Rules.

Rule 3: Termination of Membership

- 3.1 A person shall automatically cease to be a Member:
- 3.1.1 upon the right to a benefit having arisen; or

- 3.1.2 upon failing to satisfy any of the eligibility criteria set out at Rule 2.1 of the Rules;
or
3.1.3 upon reaching the Terminal Date.

Rule 4: Benefit on Death

- 4.1 Upon the death of a Member, and subject to the acceptance of a claim by the Insurer and satisfaction of the provisions of Rule 13, the Policyholder shall be liable to pay the Member the Sum Insured.
- 4.2 Upon the death of a Member caused directly by Accident within 90 days thereof, and subject to the acceptance of a claim by the Insurer and satisfaction of the provisions of Rule 13, the Policyholder shall be liable to pay to the Member one more Sum Insured.
- 4.3 Upon the happening of any event referred to at Rules 4.1 or 4.2, the Member shall immediately cease to be a Member.

Rule 5: Accidental Permanent Total Disability Benefit

- 5.1 Upon a Member suffering Accidental Permanent Total Disability for a continuous period of 12 months as a direct result of an Accident, or permanent bodily injury resulting from an Accident as defined at Rule 5.2 below, and subject to the acceptance of a claim by the Insurer and satisfaction of the provisions of Rule 13, the Policyholder shall be liable to pay to the Member two times the Sum Insured.
- 5.2 Permanent Total Disability means permanent and total incapacity which is such as to prevent the Member totally at the time of claim and at any time in the future from engaging in or being employed for remuneration or profit in any occupation. Permanent bodily injury resulting from an Accident within 90 days from the date of the Accident as given below shall also constitute Permanent Total Disability:
- Loss of sight in both eyes
 - Loss of both arms at or above the wrist
 - Loss of both legs at or above the ankle
 - Loss of one arm at or above wrist and one leg at or above the ankle
 - Loss of sight in one eye and one arm at or above the wrist
 - Loss of sight in one eye and one leg at or above the ankle.
- 5.3 Upon the happening of any event referred to at Rule 5.1, the Member shall immediately cease to be a Member.

Rule 6: Exclusions

- 6.1 No benefit under Rule 4.2 or 5 shall be payable if the Accidental death or Accidental Permanent Total Disability or permanent bodily injury resulting from an

Accident within 90 days from the date of the Accident (as defined in Rule 5.2) is caused or aggravated directly or indirectly by:

- 6.1.1 Alcohol or drug abuse including drug taking other than prescribed by a qualified and registered medical practitioner, any crime committed by a Member, wilful self inflicted injury, attempted suicide or unreasonable failure to seek or follow medical advice.
- 6.1.2 Radioactive contamination due to a nuclear accident or incident.
- 6.1.3 Any mental disorder.
- 6.1.4 Participating in sports or pastimes of a hazardous nature including (but not limited to) parachuting, potholing, mountaineering and hot air ballooning.
- 6.1.5 Any condition existing prior to the Member Effective Date.
- 6.1.6 Human Immunodeficiency Virus (HIV) or variants including Acquired Immune Deficiency Syndrome (AIDS).
- 6.1.7 Aviation other than as a passenger in a commercial licensed passenger aircraft.
- 6.1.8 Engaging in racing of any kind other than athletics or swimming.
- 6.1.9 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.

Rule 7: Appointment of Beneficiary

Every Member shall appoint one or more of his wife or child/children or dependants to be his beneficiary or beneficiaries. In the event of the death of a Member, the Benefits then in force under the Scheme on his life will be paid to the beneficiary or beneficiaries appointed by the Member. If the Member does not have a wife or child/children or dependants then he shall appoint his legal personal representative to be the beneficiary.

Rule 8: The Policy

- 8.1 No benefit will be payable under these rules if no corresponding sum is payable to the Policyholder under the terms of the Policy. A Member may inspect the Policy at any reasonable time by previous arrangement with the Policyholder.
- 8.2 The Policy is effected with the Insurer by the Policyholder as trustee for the Members and their beneficiaries. No Member shall have any right of claim against the Insurer or its assets.

Rule 9: Benefits not Assignable

- 9.1 A Member cannot assign, charge or dispose of his beneficial interest under the Scheme except that he may nominate a beneficiary for his death benefit as provided under Rule 7.

Rule 10: Premiums

The rate of premium and conditions of Insurance under which the Insurer is prepared to arrange the Scheme shall be determined by the Insurer. The Insurer may amend the conditions of acceptance of risks and rates of premium by giving 2 months notice prior to any Scheme Anniversary.

Rule 11: Termination

The Policyholder reserves the right to terminate the Scheme by giving written notice of 2 months prior to any Scheme Anniversary.

Rule 12: Jurisdiction & Dispute Resolution

This Scheme shall be governed by Indian law and all benefits arising under the Scheme shall be payable in Indian Rupees. Any and all disputes or differences which may arise under, out of, or in connection with or in relation to this Scheme, or to its existence, validity or termination or to the determination of the amount or any amounts payable, shall be determined by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996

Rule 13: Claim Conditions

- 13.1 It is a condition precedent to the Policyholder's liability to make payment of any benefit under this Scheme that the Member shall:
- 13.1.1 immediately, and in any event within 30 days, provide the Policyholder with written notice of the happening of an event under either Rule 4 or 5, and
 - 13.1.2 provide the Policyholder with such information and/or documentation that the Policyholder may request in order to establish the fact of, date of, circumstances relating to and cause of the event and/or the Policyholder's liability in respect of it, and
 - 13.1.3 co-operate with and assist the Policyholder in any investigation that the Policyholder may decide to undertake in respect of any event, and
 - 13.1.4 at the request of the Policyholder, the Member shall provide such evidence in support of the claim to the Policyholder.