

Terms & Conditions

Aviva New Traditional Employee Benefit Plan Non-Participating Non-Linked Plan (UIN: 122N102V01)

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) Beneficiary means the person nominated by the member as recorded in the Register of Members.
 - iii) Commencement Date means the date specified in the Schedule on which this Master Policy commenced.
 - iv) Contribution means the amount payable by You from time to time to Us.
 - v) Insured Event means the earliest of a Member's, retirement, death, resignation, leave encashment or termination of service with You due to any reason.
 - vi) Employee Benefit means the amount of gratuity and leave encashment 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.
 - vii) Master Policy means the arrangements established by this Master Policy Document.
 - viii) 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.
 - ix) Member Effective Date means the date last recorded in the Register of Members.
 - x) Minimum Floor Rate means the interest rate of 1% per annum and which is guaranteed throughout the tenure of the Master Policy.
 - xi) Policy Account means the account setup by Us in respect of the Master Policy, in which all Contributions received from You and the interest determined as per Article (6) will be credited and any Employee Benefit payable as per Your scheme rules will be debited.
 - 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 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.
- xvi) Reinstatement Period means period of five (05) years from the date of discontinuation of the Contribution
- xvii) 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.
- xviii) Segregated Fund means the fund setup by Us by earmarking all the assets under this product.
- xix) Shadow Policy Account means the account setup by Us in respect of the Master Policy, whose balance will be determined as per Article (6) a) (iii) (c).
- xx) Sum Assured means the amount specified in the Schedule which is payable in accordance with Article (6) (c) below.
- xxi) 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.
- xxii) We/Us/Our means the Aviva Life Insurance Company India Limited.
- xxiii) 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 74 last birthday, 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 except on Leave Encashment, 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 30 (thirty) 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 the same.

3) Payment of Contribution

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

4) Discontinuance of Policy

a) On every Annual Renewal Date (ARD), You will have to submit a written declaration about the funding status of the scheme as per Actuary's certificate given in accordance with AS-15 (Revised). In case such declaration is not submitted within 30 days of the annual renewal date or the funding status submitted shows that the scheme is under-funded, the Policy will be discontinued the life cover in respect of all members will cease immediately.

b) "Nil Contributions" will be allowed only when the funding status of the scheme is in surplus and the same is supported by an Actuary's certificate in accordance with Accounting Standard 15 (Revised), otherwise the Policy contract will become a discontinued contract and the life cover in respect of all members will cease immediately.

5) Reinstatement

A discontinued Policy can be reinstated within Reinstatement Period. In case a discontinued Policy is not reinstated during the Reinstatement Period, the Policy shall be terminated by paying the fund value of the Policy to You. However, during the Reinstatement Period, the discontinued Policy will continue to accrue the regular interest credits as per Article 6 and the benefits as per scheme rules will be paid subject to availability of the fund.

a) 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 is sufficient for such purpose;

6) Benefits

a) A Policy under this product will be credited with the following interest rates/additions from time to time.

- i) Minimum Floor Rate shall be credited on the balance of the Policy Account on quarterly basis where the balance of the Policy Account will be at the beginning of each financial quarter.
- ii) Non-zero positive additional interest rate, if any, (over and above the Minimum Floor Rate), will be declared at the beginning of each financial quarter and will be credited on the balance of the Policy Account on quarterly basis where the balance of the Policy Account will be at the beginning of each financial quarter. Such non-zero positive additional interest rate shall be credited to the balance of

the Policy Account after crediting the Minimum Floor Rate.

The non-zero positive additional interest rate shall not be less than 90% of the actual money weighted annualized return of the Segregated Fund during the previous financial quarter less the Minimum Floor Rate.

iii) Non-zero positive residual additions, if any, shall be credited to the Policy Account at the end of each Policy Year. Non-zero positive residual additions shall be determined as follows:

(a) Gross investment yield earned in the Shadow Policy Account, as per Article (6) (a) (iii) (c), at the end of each Policy Year less the yield earned in the Policy Account, at the end of each Policy Year.

For this purpose, the yield earned in the Policy Account shall be calculated using the money weighted rate of return method at the end of each Policy Year.

(b) At the end of each Policy Year, after Minimum Floor Rate and non-zero positive additional interest rate as per Article (6) (a) (ii) has been credited, non-zero positive residual additions, if any, shall be credited to the Policy Account, which shall at least be equal to 90% of the difference between the Shadow Policy Account balance and Policy Account balance.

(c) Shadow Policy Account shall be maintained on a daily basis. Such Shadow Policy Account shall be computed based on the actual accruals of all Contributions received by Us from You, income from investments as and when received and all actual debits from the Policy Account, to arrive at the actual gross investment yield.

(d) Non-zero positive residual additions shall be credited in such a way that these always result in the following or lower reduction in yields:

Number of years elapsed since the Commencement Date Maximum reduction in yield {difference between gross investment yield and actual yield (% per annum)}

Number of years elapsed since the Commencement Date	Maximum reduction in yield {difference between gross investment yield and actual yield (% per annum)}
5	4.00%
6	3.75%
7	3.50%
8	3.30%
9	3.15%
10	3.00%

(e) The above maximum reduction in yield assumes that the minimum and maximum gross investment yield in the Shadow Policy Account ranges from 6% to 25% (both inclusive) respectively.

b) Upon the occurrence of an Insured Event 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 while in service and the amount to be paid in accordance with Your scheme rules from the Policy Account as long as the Policy Account is sufficient to make such payment.

- c) 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 amounting to ₹ 1,000 to You. You shall immediately give the Sum Assured (without any deductions) to the Beneficiary.
- 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 Policy Account value excluding the Sum Assured of ₹ 1,000 per member.

7) Surrender Value

You may surrender this Master Policy at any time by giving Us written notice. We will pay You the amount in Your Policy Account.

8) 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
- 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.

9) Miscellaneous

a) Free Look Period

You have the right to review the Policy terms and conditions, within 15 days, from the date of receipt of the Policy document. In case you disagree to any of the terms or condition, you have an option to return the Policy stating the reason for your objection, on which you shall be entitled to a refund of the Premium paid subject to deduction of expenses incurred on medical examination, if any, and stamp duty charges.

b) Taxation

We are entitled to make such deductions or charge taxes and levies which are necessary and appropriate, from any of the Contributions payable or benefits receivable under the Master Policy on account of any of any income, withholding, service tax, sales tax, value added or other tax, cess, duty or other levy which is or/ may be imposed in relation to the Master Policy by any legislation, order, regulation or otherwise upon Us or You. It is agreed and understood that We shall not be liable for any taxes on any personal income of You or the Member.

c) Benefits not Assignable

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

d) 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 payment advice shall be issued in the name of the Beneficiary and the same shall be sent to You for onward delivery 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.

e) Loan

No Loan is available under this Master Policy.

f) Amendments

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

g) 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.

h) 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 and hence company will not take any responsibility of any loss/damage owing to this.

i) Fraud

Subject to the provisions of Section 45 of the Insurance Act 1938, as amended from time to time, if You or the Nominee or anyone acting on Your or his behalf or at Your or his direction or with Your or his knowledge is proved to have made any misrepresentation or made/advanced any claim under this Policy knowing it to be dishonest, misleading, false or fraudulent in any respect, then this Master Policy shall be immediately cancelled by paying the Surrender Value to You.

j) Territorial Limits and Currency

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

k) 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.

l) Entire Contract

This Policy constitutes the complete contract of insurance between You and Us. We may amend the Policy 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 of India.

m) 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.

n) Fraud, Misstatement and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938, as amended from time to time.

A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 1 for reference.

SPECIMEN

Annexure - 1

Section 45 - Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act 1938, as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014 are as follows:

01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 Years from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.
02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.

For this, the Insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the Insurer or to induce the Insurer to issue a life insurance Policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speaking.
05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured/beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the Insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the Insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the Insurer. The onus is on Insurer to show that if the Insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
09. The Insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

(Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policyholders are advised to refer to Original Ordinance Gazette Notification dated 26.12.2014 for complete and accurate details.)