

Master Policy Document
Group Gratuity -cum-Term Assurance

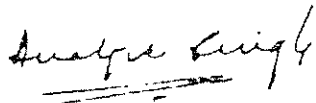
Max New York Life Insurance Company Limited
Regd. Office : Max House, 1 Dr. Jha Marg, Okhla, New Delhi - 110
020

Max New York Life Insurance Company Limited (the "**Company**") has entered into this contract of life insurance (the "**Policy**") with the policy holder ("**Policy Holder**") on the lives of the persons ("**Lives insured**") referred to in the schedule to the policy (the "**Schedule**"). The Policy has been effected on the lives of the Lives Insured based on the proposal, declarations, premium deposit made by the Policy Holder and pursuant to the Trust Deed & Rules of M/sCompany Ltd Group Gratuity.....

This Policy is subject to the terms and conditions stated herein and the Schedule.

The Company agrees to pay the Benefits under this Policy on the happening of the Insured Event/s, while this Policy is in force.

Signed by and on behalf of
Max New York Life Insurance Company Limited



Analjit Singh
Chairman

Date Of the Policy :



THE SCHEDULE

Title - Group Gratuity cum Term Assurance Policy

Type of Policy - Non Participating

Master Policy No

Proposal No.

Date of Proposal

Policy Holder :

Client Code :

Address :

LIVES INSURED - AS PER REGISTER OF MEMBERS MAINTAINED & UPDATED BY POLICY HOLDER, FROM TIME TO TIME under intimation to the Company.

ELIGIBILITY CONDITIONS: As specified in the Terms and Conditions

EFFECTIVE DATE OF COVERAGE OF BASE POLICY:

(a) For Original Members -

(b) For New Members - Date of joining the Employer.

ANNUAL DATE OF RENEWAL OF POLICY- Each Calendar Anniversary of the Effective Date of Coverage of Existing Members, under the Master Policy.

PREMIUM MODE :

SPECIAL PROVISIONS :

COVERAGE SUMMARY :		
Category	No. of Members	Total Sum Assured
Term Assurance		
Gratuity (Total Initial Gratuity Contribution + Total Annual Gratuity Contribution)		
No. of equal installments towards Initial Gratuity Contribution of Past Service		
Total Initial Gratuity Contribution of Original Members towards Past Service (As per actuarial Valuation)		Rs.....
Total Annual Gratuity Contribution (as per Actuarial Valuation for the year)		
		Rs.....
Total Premium towards Term Assurance		Rs.....
Grand Total Modal Premium		
		Rs.....
(Initial Gratuity Contribution + Total Annual Gratuity Contribution + Total Term Assurance Premium)		

COVERAGE DETAILS :

NORMAL RETIREMENT AGE : Years

AGE ADMITTED : YES/NO : NO

Sl. No.	Name of Original Members Insured	Date of Birth	Date of Joining	Last Drawn Salary (Rs.)	Sum Assured Under Term Assurance * (Rs.)	Annual Gratuity Contribution* (Rs.)	Initial Gratuity Contribution (Rs.)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

*subject to terms and conditions specified in the Master Policy.



Endorsements

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MAX NEW YORK LIFE INSURANCE CO. LTD.

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Bangalore 5095977

New Delhi 3312244

Hyderabad 4444444

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TERMS AND CONDITIONS

DEFINITION

The following words and expressions, wherever used in this Policy shall have meanings assigned thereto where the context so admits unless otherwise defined.

"Company" means Max New York Life Insurance Company Ltd;

"Scheme" means the Company Ltd Group Gratuity cum Term Assurance Scheme described in the Trust Deed and Rules hereinafter defined;

"Trust Deed" shall mean the Trust Deed executed by the Employer and the Trustees ofCompany Ltd Group Gratuity on the(date), including any alterations and amendments thereof pre-approved by the Company, certified copy of which has been filed with the Company;

"Rules" means The Rules of the Scheme annexed to the Trust Deed including any alterations and amendments thereof pre-approved by the Company, certified copy of which has been filed with the Company;

"Policyholder" means The Trustees of the Scheme;

"Employer" shall mean M/s Company Ltd;

"Employee" - shall mean the permanent Employee/s of the Employer other than personal and domestic servants or an apprentice and shall include a director who is a whole time bonafide employee of the Employer and but excludes, where the employer is a Company as defined in Section 3(1)(i) of the Companies Act, 1956 a director who beneficially owns shares in the Employer Company carrying more than five per cent of the total voting power in the Employer Company.

"Member" shall mean an Employee whose name is entered in the Register of Member maintained by the Employer.;

"Original Member" shall mean a Member whose name has been entered in the Register of Member as on the Effective Date of Coverage;

"Salary" or "wages" shall mean all emoluments last drawn which are earned by a member while on duty or on leave in accordance with the terms and conditions of his employment including dearness allowance but excluding overtime wages, bonus, commission, house rent allowance or any other allowance. Provided that in the case of a member employed on piece rated or daily wages, the monthly salary shall be equal to 26 times his daily wages computed on the average of total wages received by him for a period of 3 months immediately preceding termination date excluding overtime wages; where a member is employed, after his disablement, on reduced wages, his wages for the period preceding his disablement shall be taken to be the wages received by him during that period and his wages for the period subsequent to his disablement shall be taken to be the wages as so reduced.

"Service" shall mean continuous service as defined in the Payment of Gratuity Act, 1972;

"Completed Year of Service" shall mean continuous service for one year; a period of six months and above will be reckoned as one year.

"Assurance" shall mean in relation to a Member the One Year Renewable Term Assurance effected or to be effected hereunder on the life of the Member;

"Insured Event" In relation to the One year Renewable Term Assurance shall mean death of the Member, while in service. In relation to Gratuity shall mean termination of employment after a continuous service for not less than Five years or as may be specified in the Rules and provided that the completion of continuous service of five years shall not be necessary where the termination of employment of member is due to death or disablement.

"Accumulation Year" shall mean a period of twelve months ending on 31st day of March ____ or any anniversary thereof, provided that if the Policy commences on a date other than 1st April, the first Accumulation Year shall be reckoned from the date of commencement of the Policy to the immediately next following 31st March;

"Nominee" shall mean a person nominated by the Member to receive the benefits under the Scheme in the event of his death and whose name or names has/ have been entered by the Policy Holder in the Register of Member/s;

"the Beneficiary" shall mean the member entitled to payment of gratuity or the nominee;

"Benefits" shall mean the Sum Assured as specified in the Schedule;

"Effective Date of Coverage" shall be as stated in the Schedule;

"Entry Date" shall mean (a) in relation to Original Members, the Effective Date of coverage and (b) in relation to new Members admitted to the benefits of the Scheme after the Effective Date of coverage, shall be the date which next follows the date on which they become eligible and their names are entered in the Register of Members..

"Annual Date of Renewal" shall be as stated in the Schedule;

"Normal Retirement Age" shall mean the date on which the Member attains the age of ____ years and vacates the employment;

"Retirement" shall mean termination of the service of a Member otherwise than on the normal retirement age.

"Anticipated Service" means the remaining years of service which a Member would have completed had he lived up to his Normal Retirement Age;

"Termination Date" shall mean in respect of each Member the date on which he ceases to be a Member of the Scheme for any reason whatsoever, and/ or ceases to satisfy the eligibility criteria stated in the Rules, whichever is earlier;

"Register of Members" shall mean the Register of Members kept by the Policy Holder, which Register shall stand amended from time to time under intimation to the Company and deemed to be incorporated in and form part of the Master Policy;

"Disablement" shall mean such disablement as incapacitates a Member for the work which he was capable of performing before the accident or disease resulting in such disablement;

“Deposit Administration Plan Fund” shall mean accumulation of initial contribution towards gratuity and all annual contribution of gratuity, based upon actuarial valuation made by the Company’s Actuary;

“Miscellaneous” All terms and references to masculine shall also apply to feminine and singular shall include the plural;

BENEFITS :

1) Term Assurance

Subject to the terms and conditions of this Policy, an Assurance is effected on the life of each Member under One Year Renewable Term Assurance Plan.

Upon happening of the Insured Event, we shall pay the Sum Assured under any one of the following options exercised by the policyholder

- a) 15 days’ salary of the Member for each year of his ‘Anticipated Service’ OR
- b) Any other amount as may be specified in the Rules.

Provided that the Company may in the case of any Member, not grant the Sum Assured or restrict the Sum Assured to a smaller amount if the evidence of health submitted in respect of the Member is either found incorrect or is not satisfactory to the Company.

2) Gratuity

Upon happening of the insured event we shall pay gratuity out of the accumulated balance remaining in the Deposit Administration Plan Fund :

- a) at the rate of fifteen days’ salary for each completed year of service in case of monthly, daily or piece rated member or any other amount as may be specified in the Rules.
- b) at the rate of seven days’ wages for each season in case a Member is employed in a seasonal establishment and who is not so employed throughout the year or any other amount as may be specified in the Rules.,

Shortfall, if any, in the Deposit Administration Plan Fund, shall be met by the Policyholder.

“15 days salary” in the case of a monthly rated employee shall be calculated by dividing the monthly rate of salary last drawn by him by 26 and multiplying the quotient by 15.

PREMIUMS

The amounts of premium payable on the Entry Date and subsequent Annual Renewal Dates shall be calculated in accordance with the terms and conditions contained herein. and such premiums shall be paid by the Policy holder to the Company on the date on which the said premiums fall due or within such extended period and subject to such conditions as the Company may prescribe. The payment of premium shall be continued until the termination of employment of a Member unless otherwise specified. under this Policy.

1) Composition of Premium

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The premium payable shall comprise of :

- i) Amounts required to secure the benefits payable to the Members under the One Year Renewable Term Assurance to the Members;
- ii) Initial Contribution, based upon the actuarial valuation made by the Company's Actuary, required to secure the gratuity benefits relating to past service of the Members, which shall be wholly paid on the date of entry or by way of not more than five equated annual installments payable on the Annual Renewal Dates, as specified in the Schedule and
- iii) Annual Contribution, based upon the actuarial valuation made by the Company's Actuary, required to secure the gratuity benefits in respect of the Members.

2) Periodicity of Payment

The premiums payable shall consist of Annual, half yearly, quarterly or monthly mode as specified in the Schedule.

3) Grace Period

A grace period of 30 days without interest will be allowed for receipt of every Premium towards One Year Renewal Term Assurance after the respective due dates. Wherever the Premium Mode is monthly, the grace period shall automatically stand reduced to 15 days.

During the grace period the Assurance under the Policy will continue to be in force but in the event of any Member/s suffering an Insured Event during the grace period, the Company shall be entitled to deduct the aggregated unpaid Premium in respect of the entire Group from the Benefits payable.

4) Calculation/Appropriation of Premium

- a) The total premium due on the Effective Date of Coverage or on the subsequent Annual Date of Renewal shall be calculated according to the total number of Members on the Effective Date of Coverage or relevant Annual Date of Renewal as the case may be.

Provided that if any Member is admitted to the Scheme after the Effective Date of Coverage on any date, other than the Annual Renewal Date, a proportionate premium shall become payable to cover the period from the Entry Date to the Annual Date of Renewal.

After appropriating the required amounts towards the premiums payable for the life Assurance benefits, the balance of the premium will be held by the Company in a Deposit Administration Plan Fund for the credit of Policyholder. The benefits towards gratuity shall be paid from the said Deposit Administration Plan Fund only. Shortfall, if any, in the Deposit Administration Plan Fund, shall be met by the Policyholder.

- b) On or after the 1st day of April every year, the Company will allow interest at the close of the Accumulation Year, such interest being calculated taking into account the opening balance, the premiums paid thereafter, the amounts appropriated from the Deposit Administration Plan Fund for payment of gratuity and the dates of payment of premiums. The interest accrual rate shall be determined by the Company's Actuary for each Accumulation Year depending on the net yield earned by the Company on its Group Gratuity Schemes fund for the relevant Accumulation Year and the size of the group in the Deposit Administration Plan Fund at the beginning of the Accumulation Year.

c) The Company shall issue to the Policyholder as at the end of each Accumulation Year a statement showing the sum assured and interest credited and amounts debited to the Deposit Administration Plan Fund.

5) **Renewal**

The Policy shall be renewable on each Annual Date of Renewal, by giving one months' notice in writing prior to the Annual Date of Renewal. At the time of notice the Policyholder shall furnish a reconciliation statement giving additions / deletions of members and changes, if any, in their last drawn salary. On the basis of this information the exact amount of premium/ annual contribution will be determined by the Company.

If the Policy Holder does not renew this Policy on any Annual Date of Renewal, or does not pay the aggregated premium payable on its due date or within the period of grace in the case of term assurance, all coverage under the term assurance shall lapse on the expiry of grace period and the balance remaining in the DAP will be paid to the policyholder after adjusting the surrender charges in terms of the grid shown under 'Guaranteed Surrender Value' clause.

If the Policyholder fails to observe or comply with any of the terms and conditions of this Policy, the Company may decline to accept further premium and thereupon the Policyholder shall be deemed to have discontinued payment of premiums.

6) **Revival of Policy**

In case the Policy lapses, the Company may, on receipt of written request from the Policyholder revive the Policy on such terms and conditions as may be determined by the Company from time to time.

GUARANTEED SURRENDER VALUE

You may surrender the Policy after giving three months' previous notice in writing to the Company. The period of three months' notice shall be effective from the date of receipt of notice by the Company. In that event:

a) **Term Assurance**

The Assurance in respect of the Members does not carry any surrender value and shall terminate upon expiry of the notice period. Premium, if any, due towards the Assurance for the said notice period shall be payable.

b) **Gratuity Accumulation**

Upon expiration of notice period we shall refund the accumulation in the Deposit Administration Plan Fund after deducting surrender charges from the said Fund as follows :

Year of Surrender of Scheme	% of DAP Fund Refundable
Within 1 st year	Not less than 94%
After 1 st year but within 2 nd year	Not less than 94.5%
After 2 nd year but within 3 rd year	Not less than 95%
After 3 rd year but within 4 th Year	Not less than 95.5%
After 4 th year but within 5 th year	Not less than 96%
After 5 th year but within 6 th year	Not less than 96.5%
After 6 th year onwards	Not less than 97%



The closing balance in the Deposit Administration Plan Fund shall be calculated after deducting any gratuity liability paid and/or outstanding during the surrender period notice. Immediately upon payment of the Guaranteed Surrender Value, the Company will be discharged of all its liabilities under the Policy.

GENERAL PROVISIONS

1) The Contract

The entire contract consists of the Proposal Form, Schedule, terms and conditions stated herein, endorsements, if any, Register of Members and the Company's procedures as may be in force from time to time.

The Policy Holder has agreed to furnish such statements and information as may be required by the Company from time to time including variations, if any, in the particulars of the Lives Insured in so far as such variations have any bearing on the assurance.

2) Membership

Every Member shall become entitled to the benefits from the effective date of coverage specified in the Schedule on which he becomes a Member.

It shall be a condition of membership for all new entrants that they must become Members hereof on the respective Entry Dates and the Policy Holder shall take effective steps to ensure that this is done. In the event of any breach of this condition, the Company shall be entitled to give written notice to the Policy Holder to pay the premiums failing which this policy will terminate forthwith.

No Eligible Employee shall withdraw from the Membership of the Scheme as long as he is in the Service of the Employer.

3) Effective Date of Coverage

The coverage of risk under this Policy will commence on the Effective Date of Coverage as shown in the Schedule.

4) Travel, Residence and Occupation

This Policy contains no restrictions as to travel, residence or occupation except as otherwise provided in any Special Provisions to this Policy or by law.

5) Proof of Age

Evidence of age of the Member, satisfactory to the Company must be furnished to the Company before a Member becomes entitled to any benefits hereunder.

The age of the Member/s is based on the last birthday attained prior to the Effective Date of Coverage specified in the Schedule. All Premiums are calculated based on the age of the Member/s recorded in the Register of Members. Should the actual age of the Member differ from the one stated in the Register of Members, then, without prejudice to the Company's other rights and/ or remedies :

- a) if the actual age is higher than that stated in the Register of Members, the Premium paid would be revised accordingly and the Policy Holder will be liable to pay the balance Premium together with interest at such rates as may be decided by the Company from time to time; or

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- b) if the actual age is lower than that stated in the Register of Members, the Policy will continue to be in force as per the terms specified herein and the Premiums paid in excess will be adjusted against future payments to be made by the Policy Holder in respect of that Member; or
- c) if the Member/s actual age is such that it would have made him/ her ineligible for the Assurance, then the Company reserves the right, at its discretion, to take such action as it deems fit, including cancellation of respective Assurance and forfeiture of Premium(s) towards Term Assurance received in respect of such Member.

Age of Member is deemed not admitted until such time a satisfactory proof is furnished to the Company.

6) Evidence of Insurability

For the purpose of granting life assurance benefits, each Member shall produce satisfactory evidence of his health in the form and manner prescribed by the Company at the commencement of his membership and on each occasion thereafter when an increase in life assurance benefit is to be granted.

In the event the evidence of health furnished in respect of the Member is either found incorrect or is not satisfactory to the Company the benefits relating to the Member shall be modified at the discretion of the Company in the manner specified in the Policy.

7) Right to Deduct taxes and duties

In the event the Company is liable to account to the Revenue Authorities for income tax or any other taxes or duties on any payment made under this Policy, the Company shall deduct such sums from respective payments made and such deduction or payments shall be to the account of the policyholder and/or member.

8) Discharge of liability

The Policyholder shall hold this Policy and all benefits payable under this Policy UPON TRUST for the benefit of the person(s) to whom the benefits are payable in accordance with the Rules. The Policyholder shall have no beneficial interest in the same.

A discharge or receipt by the Policyholder or any person or persons duly authorised in writing by the Policy Holder shall be a good, valid and sufficient discharge to the Company for all purposes in favour of the beneficiary(s).

9) Right to vary rates, terms & conditions

In the event the Rules and/or Register of Members being amended, such amendments, shall become effective against the Company only if the said amendments are pre-approved by the Company. Any alteration or amendment that may become necessary in the terms and conditions of this Policy on account of any amendment or alteration to the Rules and/ or Register of Members shall be given effect to by appropriate endorsements to the Policy signed by an authorised officer of the Company.

The Company reserves the right to revise the premium rates and any other provisions of this Policy upon giving the Policyholder three months' advance notice in writing prior to the Annual Renewal Date, of its intention to do so. Any such



variation shall apply to increases in benefits becoming effective hereunder on or after the date of expiry of notice relating thereto and also to all benefits in respect of the Members who become Members on or after such date.

Any alteration in benefits due to change in salaries of the Members shall for the purpose of this Policy take effect only from the Annual Renewable Date, which is coincident with or which next follows the date on which the change in salary takes effect.

Any amendment or modification of the Scheme shall have effect for the purpose of this Policy only to such extent as the Company shall in writing agree and the consequential changes in the relevant provisions hereof shall be given effect to by endorsements to the Policy.

The Policy Holder shall at the request of the Company produce the Policy whenever necessary including for the purpose of stamping, reference or inspection.

Handwritten signature or initials

- 10) **Nomination**
Notice of nominations including any change thereof, should be maintained by the Policyholder in the Register and submitted to the Company at the time of claim settlement. In registering a nomination, the Company does not express any opinion as to its validity or legal effect.
- 11) **Assignment**
The benefits payable under this Policy are strictly personal and cannot be assigned, charged or alienated in any way by the Member or the Nominee, as the case may be.
- 12) **Suicide Exclusion**
Notwithstanding anything stated in the Policy, if a Member under the Policy dies by suicide, whether sane or insane, within one year from the Date of Policy or the Effective Date of any revival of this Policy, the Policy Coverage towards One Year Renewal Term Assurance towards the Member shall come to an end simultaneously. In such an event, we will only refund the Premium(s) received from the Date of Policy or the effective date of any revival, whichever is later, towards term assurance of the Member, without interest, less any expenses incurred by us.
- 13) **Full Disclosure & Incontestability**
This Policy has been issued on the representation of the Policyholder that the Policyholder and Member/s has/ have made and/ or caused to be made full disclosures of all relevant facts and circumstances. The Company shall not be liable for any action taken in good faith upon any data, information or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate. Such of the Members' record in original (or certified copies thereof) and the Register of Members maintained by the Policy Holder, as in the opinion of the Company have a bearing on the Benefits to be provided or the Premium payable hereunder shall be open for inspection by the Company at all times.
Any concealment, non-disclosure, misrepresentation or fraud shall render the Policy liable for cancellation and/ or voidable at the option of the Company. If it deems fit, the Company may also forfeit the Premium(s) received towards the Term Assurance. An intimation of all such acts and deeds shall be made to the concerned Commissioner of Income Tax.
In case any condition herein contained or endorsement made hereto shall be contravened or in case it shall appear hereafter that an untrue or incorrect averment is contained in the proposal papers or other statements furnished to the Company by the Policyholder or that any material information has been withheld, then the benefits under this Policy insofar as the same relate to a Member shall be void and the relative Term Assurances shall cease and be determined and the amounts paid therefore to the Company shall be forfeited to the Company.

We also draw your attention to Section 45 of the Insurance Act, 1938 - which states as follows:

No policy of life insurance effected after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and

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that it was fraudulently made by the policy-holder and that the policy-holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose. Provided that nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.

14) **Notice and Admission of Claim**

Subject to full disclosure and incontestability provision stated above and the Policy remaining in full force, we must be notified in writing by the Policyholder within thirty (30) days from the date of happening of Insured event. Upon receipt of satisfactory proof of the happening of the insured event in relation to the Member, its cause, together with Claimant's Statement, Death Certificate, Employer's Certificate towards last drawn salary & leave record, and Attending Physician's statement & Hospital Treatment Certificate, if any and in case of accidental death F.I.R & Postmortem report (wherever applicable), and such other documents as may be required by the Company at that time, we will settle the claim.

Policyholder shall also provide proof of existence and identity of the Member or the Nominee, as the case may be and shall be furnished to the Company before the benefit is paid.

15) **Dispute Redressal Cell**

Grievances, if any, may be addressed to Customer Helpdesk, Max New York Life Insurance Company Limited, DLF Square Building, 11th floor, Jacaranda Marg, DLF Phase II, Gurgaon - 122002, Haryana or the servicing General Office or the Insurance Ombudsman, whose address can be obtained from the Company's Head Office.

16) **Policy Review Period**

Please examine your Policy carefully. You may opt to return the Original Policy to the Company with a written request for cancellation of the Policy within fifteen days from the date of receipt of this Policy. In such an event the Premiums paid less proportionate risk premium for the period of cover, any medical fees and expense incurred on stamp charges by the Company will be refunded without interest. If the Policy is sent by post it shall be deemed to have been delivered to and received by you in the ordinary course within 3 (three) days of posting.

17) **Notices**

All communications in relation to this policy shall be addressed to Max New York Life Insurance Company Limited, 11th and 12th Floors DLF Square Building Jacaranda Marg, DLF Phase - II Gurgaon - 122 001
