## CreditAccess Sarvochchah Nidhi UIN:163N007V02 A Non-Linked Non-Participating Life Group Gratuity Product



#### PART A: Definitions

- a) "Act" means the Insurance Act, 1938 (4 of 1938).
- b) "Age" means Age of Life assured/Member as on last birthday (in completed years).
- c) "Authority" means the Insurance Regulatory and Development Authority of India established under subsection (1) of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
- d) "Bank rate" means "Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due."
- e) "Beneficiary" means the person or Nominee (as per Section 39 of the Act) who will receive the benefits in case of a death claim.
- f) "Business Day" refers to the day on which the offices of CreditAccess Life Insurance Limited remain open, and the transactions are carried out at Bengaluru Head Office
- g) "Claimant" means the Master Policyholder who is entitled to refer a claim for Death or Maturity Benefit under this Master Policy.
- "Complaint/Grievance" means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction with Insurer, distribution channels, insurance intermediaries about an action or lack of action about the standard of service or deficiency of service of Insurer, distribution channels, insurance intermediaries.
- i) "Death benefit" means the benefit, which is payable on death.
- j) "Endorsement" is any change in the terms of the policy, agreed to or issued by the Insurer, in writing.
- k) "Premium" shall be the total contribution made by the Master policyholder under the policy, which also includes the risk premium towards the death benefit.
- I) "Non-Employer-Employee Group" means a group other than employer-employee, where a clearly evident relationship between the member and the group policyholder, for services other than insurance, exists.
- m) "Master Policyholder / Policyholder" means an entity who has proposed to purchase the policy and pays the premium under the policy. Also known as MPH.
- n) "Master Policyholder Account (MPA)" is an account where MPH contributes for the members.
- o) "Member / Scheme Member" is an employee who has joined the Group and has been admitted to the benefits of this Policy.
- p) "Proposal" means the form filled for the Master Policyholder.
- "Policy Account Value" is the total value of accumulated contributions, net of applicable charges under the policy, on which the guaranteed minimum interest rate will be credited and after deducting any/all withdrawals, payouts made by the Master Policyholder.
- r) "Policy Anniversary" is the same date each year as the date of commencement.
- s) "Policy Bond / Master Policy Document" means this document evidencing the insurance contract between the MPH and Insurer.
- t) "Renewal Date" means the same date at the end of each policy anniversary, when the Master Policy is due for renewal.
- u) "Scheme Rules or Benefit Details" means the set of rules governing the benefit structure, eligibility of membership and other terms of the gratuity scheme of the MPH.
- v) "Sum Assured" means the absolute amount of benefit which is guaranteed to be payable on the death of a member.
- w) "Surrender" means complete voluntary withdrawal or termination by MPH.
- x) "Surrender Charges" are charges applicable on surrender of Master Policy.
- y) "Surrender Value" means an amount payable to MPH on surrender.
- z) We, Us, Our, Insurer, or the Company refers to CreditAccess Life Insurance Limited.
- aa) You, or Your is the Master Policyholder as mentioned in the Policy Schedule.
- bb) All words and expressions used herein and not defined in these Regulations but defined in the Insurance Act, 1938 or the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) or in any Rules or Regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or Rules or Regulations.

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PART B: Product Benefits

### **Death Benefit:**

On the death of the insured member due to any reason, a sum assured of Rs.10000/- is payable along with the Gratuity Benefit as per confirmation from MPH complying with the relevant Scheme Rules of the MPH.

## **Gratuity Benefit:**

Payable to MPH on Member's resignation, retirement, layoffs, VRS, or termination of service on any grounds. The amount of benefit payable will be guided by the details submitted by MPH and limited to the availability of funds in the MPA.

In case where the MPA balance is insufficient to cover the benefits as requested by the MPH, then MPH to provide additional contribution to us to enable disbursement of said benefits. The responsibility resides with MPH to ensure sufficient contributions are made to enable gratuity benefit payouts. The company's total liability for gratuity benefit is limited to the total value in the Master Policy Account (MPA).

#### Premium:

The premium to be paid by the MPH shall be basis the prevailing accounting standards for measuring long-term employee or group member benefits and as per below mentioned details.

- a. The Master Policyholder is responsible for paying the contribution, adhering to the funding requirements outlined in the scheme rules.
- b. The Master Policyholder may pay premiums any time during the policy year.
- c. Payment should be in accordance with the funding valuation report (AS-15 Revised or IND AS 19) as per the accounting standards governing the measurement of long-term employee benefit guidelines or as per scheme rules.
- d. In case the total MPA value is more than the required amount as per AS-15 Revised (IND AS 19) or if MPH is having funds with more than one Insurer, MPH may not pay the minimum required contribution in that policy year. MPH may provide relevant information to that effect to the Company.
- e. In case the total MPA value is less than the required amount as per AS-15 Revised (IND AS 19), MPH needs to provide additional contribution to meet the shortfall. However, if MPH is having funds with more than one Insurer, MPH may provide additional information to that effect, if MPH does not want to increase contribution with Company.
- f. At any given point of time MPA value cannot be more than the AS-15 Revised (IND AS 19) valuation. The MPH or Scheme Trustees would ensure this before contribution to the scheme is paid.
- g. The Risk premium for the Death Benefit of Rs.10000/- is a flat rate of Rs.25/- per year per member, which will be deducted from the total contribution made at the time of issuance.
- h. Subsequent risk premium will be deducted from the MPA at time of addition of employees.
- i. If the MPH does not renew the policy at end of renewal date; the policy will continue, and risk premium will be deducted from the MPA for existing members as per our records. This is subject to sufficient balance in MPA to cover the risk. If there is no sufficient balance in MPA to cover the risk; then insurance cover will be suspended till contribution is provided by MPH.
- j. Applicable taxes as per the prevailing tax rules, will be applied on the risk premium appropriated.

#### **Surrender Benefit:**

The MPH can surrender anytime during the term of the policy. Subject to the following

- 1. If the Master Policy is being surrendered within the first three years from the initial inception date; then a surrender charge of 0.05% will be applied on the MPA with a maximum of Rs 5,00,000. The surrender payout will be done in 5 working days from the complete request received date.
- 2. There are no surrender charges after three full years of completion from the initial inception date.
- 3. The cover provided at a member level cannot be surrendered

#### **Account and Investment Returns:**

Each master policyholder will have a master policy account reflecting their accrued value, credited with the contributions paid after deducting all applicable charges and risk premiums.

This account will earn on a guaranteed minimum annual interest rate. All withdrawals and payouts are deducted from this policy account, with CALI's liability limited to the Master Policy Account balance.

The actual net yield for each policy account is calculated using the money-weighted rate of return method annually.

- o Your contributed funds will be invested as stipulated by IRDAI.
- The fund will be invested as per sections 27,27A and 27D of the Insurance Act, 1938. The assets backing this product shall be kept segregated and the policy account value under this product. The valuation of

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- assents shall be in accordance with IRDAI (Assets, Liability and Solvency Margin of Life Insurance Business) Regulations, 2016 and other relevant Regulations.
- o Interest on the policy account shall be credited as follows:
  - Guaranteed Interest Rate: A minimum interest of 0.50% per annum is guaranteed for the policy's term.
  - b. Regular Interest Rate: An additional regular interest rate is declared annually, based on a combination of the current year's net earned return, the previous year's rate, and the long-term target rate, considering appropriate expenses and margins.
  - c. Risk Premium payments are not included in the interest rate calculation.
  - d. The regular interest rates are declared according to fund sizes, with rate differences based on fund weightage in the portfolio. Both interest rates are applied on a pro-rated basis.
  - e. An interim crediting rate will be declared for exits during the financial year before the regular rate is announced, in line with the Company's board-approved policy.

#### PART C: Policy Issuance & Servicing

The Policyholder must provide a soft copy of the up-to-date Member Data to the Insurer on or before an agreed date between the Policyholder and the Insurer to enable the Insurer to update its records, all details to be provided as per agreed format along with necessary mandatory documents and premium contribution. (Data to be provided as per agreed format Annexure 1)

The Policyholder shall submit Member Level Data and documents for all Exit and/or Claims on or before the agreed date between the Policyholder and Insurer to enable processing of the request.

All such requests will be settled on the basis of the data submitted by the Policyholder and shall be construed full and final, and no further benefit will be payable on such member policies. (Data to be provided as per agreed format Annexure 2)

## Procedure for making an exit claim:

In case of the exit of member, the MPH shall submit the exit data as per Annexure 2 to the Company to claim the gratuity benefit.

## Procedure for making a death claim:

In case of the death of the member, the MPH shall submit the claim data as per Annexure 2 to the Company for claiming gratuity and death benefit.

- 1. Filled-Insurance claim form from Nominee.
- 2. Death certificate copy
- 3. KYC of Nominee
- Bank details of the Nominee

## Timelines and Delay in settlement of claims or surrender or maturity:

The exit and death claims will be paid within 5 working days from the date of receipt of all relevant data and documents from MPH.

If there is any delay on the part of the Company with the timelines mentioned above, the Company shall pay interest at a rate which is 2% above the bank rate from the date of receipt of the last mandatory document/clarification. This is limited to payment of the Death Claim.

In respect of free look cancellation or surrender request the payments will be paid within 7 working days of receipt of request or last necessary document failing which the Company shall pay penal interest at a rate, which is 2% above the Bank rate from the date of request or receipt of last necessary document if any whichever is later.

#### Fraud or misrepresentation:

In case of fraud or misrepresentation by the Master Policyholder in respect of any information or declaration, the policy monies payable shall be subject to the fraud or misrepresentation being established by CreditAccess Life Insurance Limited in accordance with Section 45 of the Insurance Act 1938, as amended from time to time, said details are available on <a href="http://creditaccesslife.in">http://creditaccesslife.in</a>.

## **General Conditions:**

- a) A member shall be admitted to the benefits of this policy with effect from the date of submission of member details and payment of premium by the Master Policyholder. The Master Policyholder shall advise the Insurer to this effect and furnish the relevant particulars of the member.
- b) The insurer shall not be liable for any action taken in good faith upon any statements and particulars furnished by the Master Policyholder that may have been erroneous. Such of the Master Policyholder's records in original as in the opinion of the Insurer have a bearing on the benefits provided or the premiums payable hereunder shall be open for inspection by the Insurer whenever required.

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- c) The Risk cover on the life of the member under the master policy will commence after receipt of complete data and premium associated with that member.
- d) The Master Policyholder should have a half-yearly check whether sufficient contribution is available in the MPA so as to ensure that all mid-joiners and additional covers can be processed without any gap in cover. The insurer will not be liable for risk coverage on the lives of the members due to non-compliance with any requirements or on account of lack of sufficient premiums to cover all the members.
- e) The Policyholder shall follow the Process for sharing data with the insurer if and when communicated to the Policyholder by the Insurer. The process defined for data sharing elaborates and explains the flow of data and the necessary controls put in place to avoid any data leakage. In case of any failure on the part of the Policyholder to comply or adhere to the defined process, the insurer will not be liable to adhere to the terms & conditions mentioned in the non-disclosure arrangement, if any. Further, any breach or violation on the part of the Policyholder shall absolve the Insurer/Company from all liabilities as envisaged under such non-disclosure arrangement.
- f) Termination of Life Cover the life cover of the member will be terminated if any of the following conditions are evoked
  - Exit of employee due to resignation, layoffs and termination
  - Retirement or VRS of employee
  - Death claim on employee
  - Surrender of Master Policy
  - o Lack of sufficient balance in Master Policy Account
- g) The Master Policy will be considered closed, and all associated benefits will be terminated upon the surrender of the master policy or when the Master Policy Account reaches a zero value.
- h) Market Value Adjustment (MVA): If a total amount to be paid as gratuity benefit during the policy year exceeds 25% of the MPA as at the beginning of the year or at the time of complete surrender, such transactions will be treated as bulk exit and a Market Value Adjustment will be applicable. Such MVA will be discussed with the Master Policyholder before executing the same.
- i) We may introduce new services or revision of charges subject to approval from IRDAI. All such changes will be notified via our website http://creditaccesslife.in.

PART F: Complaints and Grievances

In case of any Query, Complaint, or Grievances, please follow the process as provided on

https://creditaccesslife.in/GRC\_doc.php