

' RULES OF GROUP INSURANCE SCHEME FOR THE "ADVOCATES WHO ARE ENROLLED WITH THE BAR COUNCIL OF DELHI (BCD) AND ARE ALSO IN THE VOTERS' LIST OF DELHI."

Preamble:

To implement a Group Term Insurance scheme on the lives of the "Advocates who are enrolled with the Bar Council of Delhi (BCD) and are also in the voters' list of Delhi" as stipulated in the Chief Minister advocate welfare scheme, the Department of law, justice and legislative affairs (GNCTD) will be the Nodal Agency to implement and operate the scheme with the LIC of India. Accordingly the rules governing the Scheme are as follows:

SECTION - I

1. DEFINITIONS:

In these Rules, the following words and expressions shall unless repugnant to the context, have the following meanings: -

- i) The Nodal agency shall mean "Department of law, justice and legislative affairs (GNCTD) "
- ii) The CORPORATION" shall mean the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956.
- iii) THE SCHEME" shall mean "Group Term Life Insurance under Chief Minister Advocate Welfare scheme."
- iv) THE RULES" shall mean the Rules of the Scheme as set out below and as amended from time to time.
- v) The MEMBER" shall mean "Advocates who are enrolled with the Bar Council of Delhi (BCD) and are also in the voters' list of Delhi" and has been admitted to membership of the Scheme and on whose life an assurance has been or is to be affected in accordance with the Rules.
- vi) EFFECTIVE DATE" shall mean the 20/11/2020 as from which the Scheme commences. (The date on which the full annual premium for the scheme in advance is deposited along with the complete data of eligible members with required details is submitted to the LIC of India, Delhi office).
- vii) "ENTRY DATE" shall mean (a) in relation to existing and eligible Advocates who are enrolled with the Bar Council of Delhi (BCD) and are also in the voters' list of Delhi, the Effective Date, and (b) in relation to a new Member to be admitted to the Scheme after the Effective Date but not later than 31/12/2020, the date on which they become the registered members of the BCD and are also in the voters' list of Delhi, and are eligible to join the scheme provided full premium is received from the nodal agency and adjusted by LIC of India .
- viii) "ANNUAL RENEWAL DATE" (ARD) shall mean, in relation to the Scheme the 20/11/2021 and 20th November in each subsequent year.
- ix) "The ASSURANCE" shall mean the particular Assurance or Assurances is to be effected on the life of the Member.

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- viii) "ANNUAL RENEWAL DATE" (ARD) shall mean, in relation to the Scheme the 20/11/2021 and 20th November in each subsequent year.
- ix) "The ASSURANCE" shall mean the particular Assurance or Assurances is to be effected on the life of the Member.

x) "THE BENEFICIARY" shall mean the person or persons who has/have been appointed by the Member as Nominee/s and whose name or names have been entered in the Register of Members kept by the Bar Council of Delhi.

xi) "OYRGTA" shall mean One Year Renewable Group Term Assurance.

2. The Nodal Agency i.e. Department of law, justice and legislative affairs (GNCTD) will act for and on behalf of the Members in all matters relating to the Scheme and every act done under agreement by the nodal agency & the Corporation shall be binding on the Members.

3. ELIGIBILITY:-

The Members who are within the following category shall be eligible to join the Scheme.

- 1) All registered Members of BCD (and who are in the voters list of Delhi) aged not less than 18 years and not more than 74 years (Age Nearer Birthday) on the effective date/ Annual Renewal Date.
- 2) Present Members who on the Effective Date are within the above category shall join the Scheme from the effective date.
- 3) Members, who shall join the membership of BCD subsequently (but not later than 31/12/2020), and become eligible to join the scheme, shall join the scheme on which they become eligible subject to submission of member's data with required details and premium in advance is received by the corporation.

4. EVIDENCE OF AGE AND DATA:

Evidence of Age satisfactory to the GNCTD or BCD shall be furnished by every Member at the time of becoming a member of the scheme and the GNCTD Will submit the data of eligible members to the corporation on the effective date for the existing eligible members and subsequently for the new members joining the scheme after the effective date but not later than 31/12/2020, in excel as per the format given below:

S.No.	Name of The member	Membership no. of BCD	Date of joining of membership of BCD	Date of Birth DD/MM/YYYY	*Correspondence Address of the member	*Mobile No. of the Member	*Email id of the Member

*Details are required for sending Insurance certificates and other policy related communications.

5. Special concession for the group/scheme: Lien Period of 45 days & Suicide clause as applicable for the First Year are SPECIALLY WAIVED for this group by Competent Authority.

6. COVID Restriction: For members infected/ diagnosed with COVID-19 on or before the Risk commencement Date- the risk cover shall commence 3 months from the date of recovery.

SECTION – II PREMIUM, ASSURANCE & BENEFITS

7. (A). Premium:

(A). The Department of law, justice and legislative affairs (GNCTD) shall pay premium to the Corporation in respect of each Member on the Entry Date and relevant Annual Renewal Dates. Such premiums as are required to secure and continue the Assurance on his life as described in these Rules. If a member enters the scheme during the year of the policy but not later than 31/12/2020, proportionate premium will be charged subject to minimum of 6 months' premium. Similarly, if a member exits for any reason other than death during the year of the policy, proportionate premium will be adjusted from next year's premium of the policy and no refund of premium under such cases shall be affected.

(B). If Master Policy Holder (MPH) do not renew this Policy on any Annual Renewal Date by paying the premiums then falling due on or before due date or within such extended time as the Corporation may allow, the MPH shall (unless the Corporation otherwise agree) be deemed to have discontinued payment of premiums hereunder and shall not be entitled to resume risk coverage of the members except with the consent of the Corporation.

(C). The assurance shall be affected under OYRGT A and Premium and other conditions shall be reviewed on each Annual renewal Date (ARD) of the policy based on Experience Rating analysis (ERA) under the policy.

8. ASSURANCE:

An Assurance shall be affected on the life of each member under One Year Renewable Term Insurance Plan for a Uniform sum assured of Rs 10 Lakhs. The Assurances shall be held by the Department of law, justice and legislative affairs (GNCTD) upon TRUST for the benefit of the persons entitled to in accordance with these Rules.

9. BENEFITS ON DEATH PRIOR TO TERMINAL DATE:

Upon the death of the Member whilst being the member of the scheme prior to Terminal Date, the sum assured under the Assurance then in force shall be payable to the Department of law, justice and legislative affairs (GNCTD) for making payment to the Nominees of the member or the claim payment may be made directly in favour of nominee as per the advice of MPH.

10. TERMINATION OF ASSURANCE:

The Assurance on the life of a Member shall immediately terminate upon the happening of any of the following events and no benefit will become payable thereunder: -

- (a) Discontinuance of premiums relating to the Assurance.
- (b) The Member reaching the Terminal Date on attaining the maximum permissible age of 74 years(nbd).

(c) The Member ceasing to be a member of the BCD.

11. RESTRAINT ON ANTICIPATION OR ENCUMBRANCE:

The benefits assured under the Scheme are strictly personal and cannot be assigned, charged or alienated in any way.

12. DISCONTINUANCE OR AMENDMENT OF THE SCHEME:

The Department of law, justice and legislative affairs (GNCTD) reserves the right to discontinue the Scheme to amend the Rules thereof on Annual Renewal Date (ARD) only, subject to 3 months' prior notice being given to the Corporation and acceptance of the same by the Corporation.

13. JURISDICTION:

All Assurances issued under the Scheme shall be Indian Contracts. They will be subject to Indian Laws including the Indian Insurance Act, 1938 as amended, the Life Insurance Corporation Act, 1956, the Income Tax Act, 1961 and to any legislation subsequently introduced. All benefits under the Scheme arising out of death of any Member shall be payable in Indian Rupees. All disputes etc. will be subject to the jurisdiction of Courts of Delhi. •

14. MASTER POLICY:

The Corporation will issue a Single Master Policy to the nodal agency i.e. Department of law, justice and legislative affairs (GNCTD) , incorporating all the Assurances affected under the scheme. Department of law, justice and legislative affairs (GNCTD) will be the Master Policy Holder(MPH)..

15. APPOINTMENT OF NOMINEE/S:

Every Member shall appoint one or more of his wife or child/children or dependants to be his Nominee/s. In the event of death of the Member whilst being member of the scheme, the Benefits then in force under the Assurance on his life will be paid to the Nominee/s appointed by the Member.

16. CLAIM ADMINISTRATION:

On happening of the contingency (i.e. Death of the member), the Nodal agency will provide the following documents to the LIC of India:

- A. Original Death certificate.
- B. Duly Completed , signed and stamped Claim Form/discharge Form prescribed by the Corporation.
- C. Proof of Date of Birth.
- D. Duly attested Copy of Bank Pass Book of Nominee/s /Beneficiary/Claimant OR Original Cancelled Cheque leaf with name of the Nominee/s /Beneficiary/Claimant printed thereon.
- E. Membership Certificate issued by LIC of India
- F. Photocopy of Election Photo Identity Card of the member.
- G. Any other document as required by the Corporation.

17. RATES OF PREMIUM AND CONDITIONS OF ASSURANCE:

The rate of premium and conditions of Assurance under which the Corporation is prepared to arrange the Scheme shall be subject to an agreement between the Department of law, justice and legislative affairs (GNCTD) and the Corporation. The conditions of acceptance of risks and rates of premium may be amended by the Corporation from time to time on any Annual Renewal Date (based on the claim experience observed under the policy) subject to 3 months notice being given to the Department of law, justice and legislative affairs (GNCTD).

Signatures on behalf of Proposer

Signatures on behalf of LIC

For "Advocates who are enrolled with the Bar Council of Delhi (BCD) and are also in the voters' list of Delhi."

Deputy Secretary
Depit. of Law, Justice & L.A.
Government of NCT of Delhi
New Delhi

महबूब प्रकाश (समूह बीमा) / Divisional Manager (P&GS)
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