## (c): BSNL GROUP SAVINGS LINKED INSURANCE SCHEME -2005

### **RULES**

#### 1. **DEFINITIONS**:

- 1.1 In these Rules, where the context so admits, the mascu shall include the feminine, the singular shall include the plural and the following words and expressions shall, unless repugnant to the context, have the following meanings:-
- (i) "COMPANY" shall mean the 'BHARAT SANCHAR NIGAM LIMITED', inclusive of all its units located anywhere in India or abroad. Registered and Corporate Office of the Company is located at B-148 Statesman House 10<sup>th</sup> floor, Barakhamba Road, New Delhi 110 001.
- (ii) "EMPLOYER" shall mean 'BHARAT SANCHAR NIGAM LIMITED' and any other Company, Firm or Corporation which may in future be managed or controlled by or become associated with the BSNL and which may agree to become bound by these Rules and terms and conditions thereof.
- (iii) "CORPORATION" shall mean the Life Insurance Corporation of India established under Section 3 of the Life Insurance Corporation Act, 1956.
- (iv) "SCHEME" shall mean 'BSNL GSLI Scheme 2005'.
- (v) "RULES" shall mean the Rules of the Scheme as set out low and as amended from time to time.
- (vi) "MEMBER" shall mean the particular employee of the employer who has been admitted to the membership of the Scheme and on whose life an Assurance has been or is to be effected in accordance with these Rules and terms and conditions thereof as in force from time to time.
- (vii) "COMMENCEMENT DATE" shall mean the 20th of August 2005, the date from which the Scheme commences.
- (viii) "ENTRY DATE" shall mean;
  - (a) In relation to the original members admitted to the Scheme on date of commencement, the said date of commencement;
  - (b) In relation to new members of Group A or other transferred from Central Govt. who are to be admitted to the Scheme after the commencement date, 20th of the month following the month in which deduction of premium is made from the salary.

- (c) In relation to new members directly recruited by the E ployer, 20th of the month following the month in which deduction of premium is made from the salary.
- (ix) "ANNUAL RENEWAL DATE" shall mean in relation to the Scheme the 20<sup>th</sup> day of August 2006 and the 20th day of August in each sequent year.
- (x) "TERMINAL DATE" shall mean in respect of a Member the on which he completes the age of retirement on Superannuation, which currently is 60 years OR any earlier date of cessation of service on account of voluntary / premature retirement, resignation, termination, death etc.
- (xi) "the ASSURANCE" shall mean the Assurance to be effected on the life of the Member.
- (xii) 'THE RUNNING ACCOUNT" shall mean the account to be maintained by the Corporation in favour of the Employer to which will be credited the premiums remaining in respect of the Members after utilising such part as is required to provide Life Insurance Benefit, as elaborated in Rule 7 and notes there under.
- (xiii) 'SERVICE" shall mean the period of continuous service by the Member as an employee of the employer reckoned from the date on which he enters the Scheme to the Terminal Date. For purpose of the Scheme, 'Service' shall include a period of authorized leave.
- (xiv) 'THE BENEFICIARY" shall mean in relation of a Member, the person or persons who has/have been appointed by him in terms of these Rules to receive the benefits under the Scheme in the event of death while being insured.
- (xv) 'D.D.O.' shall mean Accounts Officer or any other Officer of the Accounts Dept. of BSNL (including Circles/SSAs/Field Units) notified as D.D.O. (Drawing and Disbursing Officer) to discharge the functions of Drawal and Disbursal of Salary/Wages in respect of employees under his jurisdiction for the said purpose.
- 2. The Employer will act for and on behalf of the Members in all matters relating to the 'Scheme' and every act done by, agreement made with and notice given to the Corporation shall be binding on the Members.

### 3. **COMMENCEMENT DATE**:

3.1 The Scheme commences and the Rules shall take effect from 20th of August 2005.

### 4. **ELIGIBILITY**:

(a) All BSNL Employees aged not less than 18 years and not more than 60 years and are as per the following categorisation shall be eligible to join the Scheme.

Category Group

- Executives (IDA Pay scale of Rs. 14,500/- -350-18,700/- and beyond)
- II Executives (IDA Pay scale up to Rs. 13,000/- -350- Rs.18,250/-)
- III Non-Executives
- (b) The existing employees as per above categorisation shall join the Scheme from the date of commencement of the Scheme (i.e. 20<sup>Th</sup> of August 2005).

### NOTE:

- 1. The existing employees shall mean the BSNL employees who are on roles of the Employer as on the Commencement Date.
- (c) It shall be the condition of service that existing emp who are within the above category and all future employees sha ompulsorily join the Scheme on the relevant Entry Dates as soon as they satisfy the conditions of eligibility.
- (d) No member shall withdraw from the Scheme while he is still an eligible employee satisfying the conditions of eligibility described above.
- (e) On promotion from Non-Executive to Executive or promotion from Category II to Category I within Executive Categories the promoted employee will be obliged to contribute for the enhanced Insurance Cover at the monthly contribution/premium as shown in table below Rule 7(i) of these Rules and will be entitled to benefits of the enhanced category from the 20<sup>th</sup> of the month following the month in which deduction of premium is made from the salary.
- f). For consideration of the above categorization, those e ployees who are working on officiating/adhoc promotion basis for more than 365 days in higher category pay scale will, for Group Insurance Scheme deduction/membership purpose, belong to that category.

g). For those employees who are promoted on adhoc basis or given promotion on officiating basis shall continue to belong to their previous category but will move over to their higher category for Group Insurance deduction purposes as soon as they complete 365 days in their new category. However, the enhanced category deduction will start only on the next annual renewal date.

### Note for (f) & (g) -

"An employee promoted to higher post/pay scale on local officiating/short term arrangement for a period not exceeding 180 days, shall continue to remain in the same category of 'BSNL GSLI Scheme' to which he/she belonged immediately before his/her such promotion".

### 5. **EVIDENCE OF AGE:**

The "Date of Birth" as entered/available in the "Service Book" of the employee concerned will be taken as evidence of age of the employee concerned.

### 6. **EVIDENCE OF INSURABILITY**:

Existing Employees of the Employer will be deemed to have fulfilled requirement of insurability. In respect of directly recruited Employees of the Employer, medical fitness taken at the time of their entry into the service of the Employer will be deemed to have fulfilled requirement of evidence of their insurability.

## 7. **CONTRIBUTION:**

(i) Every member shall pay a monthly contribution accordin s category at the rate as under. The contribution shall commence on the 'Entry Date' and continue until the 'Terminal Date' or otherwise as specified in these Rules.

Category	Group	Monthly Contribution/ Premium (Rs)	Sum Assured
			(Rs)
I	Executives	525/-	500,000/-
	(IDA Pay scale o	f Rs 14,500/350- Rs.18,700/	- and beyond)
II	Executives	315/-	3,00,000/-
	(IDA Pay scale	up to Rs 13,000/350-18,250	/-)
III	Non-executives in Group 'C'&'D'	105/-	1,00,000/-

(ii) The Employer shall deduct the contribution in respect of all the Members from their salaries and remit the same in full to the providing benefits in accordance with these Rules.

A part of the contribution as may be fixed by the Corporation from year to year, expressed as a uniform average amount per member shall be utilised to provide for each member Life Assurance benefit as mentioned in Rule 8 (i). In case of non executive employees in Category III out of monthly contribution of Rs 105/-, Rs 30/- will be towards Life cover, Rs 70/- towards savings fund and Rs 5/- towards double accident benefit. In case of executive Category II, Rs 90/ will be towards life cover, Rs 210/- will be towards savings fund and Rs 15/will be towards double accident benefit. For executives in Category I, Rs 150/will be towards life cover. Rs 350/- towards savings fund and Rs 25/- towards accident benefit The life assurance benefit will become payable upon the death of the member whilst being insured under the Scheme. this purpose, the Employer shall effect Assurances under the One Year Renewable Term Assurance Plan with the Corporation. The balance of the contribution will be credited to a Running Account to be maintained by the ion in favour of the Employer for providing the benefits described in Rule 8(ii) to the Members. The Corporation shall allow interest on the balance in the Running Account at the rates declared every year. The amount credited towards accident benefit will be utilized for providing accident benefit in case of death due to accident.

- 1. The apportionment ratio of 70:35, towards savings risk(including DAB) of the monthly contribution, agreed for the present can change depending upon the death experience in the last three This ratio is subject to review by LIC every three years, if the claim outgo falls below 80% or goes above 120%.
- 2. The 'Savings Fund' will be allowed interest by LIC as declared from time to time, which is 8% at present.
- (iii) The increase in cover towards Life Assurance benefits or the existing members placed on higher category due to promotion shall be from the 20<sup>th</sup> of the month following month in which increased contribution is deducted from salary.
- (iv) A Monthly Return regarding (a) Additions on account of fresh entrants.(b) Deletions on account of cessation of service for any reason defined as 'Terminal Date' under Rule 1(x) above, will be sent to specified offices of the Corporation on monthly basis by the D.D.O. of the Circles.

#### 8. **BENEFITS:**

(i) On death of the member before the 'Terminal Date' the fe Assurance benefit, category-wise as under, together with the amount to the credit the member in the Running Account as on the date of his death, determined in the manner referred to in Rule 8(ii) below shall become payable to the Beneficiary.

Category	Sum Assured (Rs.)
I	5,00,000/-
II	3,00,000/-
III	1,00,000/-

(ii) On reaching "Terminal Date" or on earlier cessat of service other than death, the total amount to the credit of the member in the Running Account as shall be determined by the Corporation having regard to the Entry Date, the amount credited to the Running Account from time to time, together with interest on the date of exit shall become payable to member.

### 9 **ACCIDENT BENEFIT:**

If death of a member occurs directly from injuries caused by an accident by outward, violent and visible means within 120 days its occurrence solely, directly and independently of all other causes, then Corporation shall pay an additional Sum equal to the Sum Assured as described in 8(i) of the rules in respect of a member.

#### 10 TERMINATION OF MEMBERSHIP:

- 10.1 The membership of the Scheme in respect of a member shall terminate upon the happening of any of the following events:
  - (a) Member ceasing to be in the service of the Employer.
  - (b) Member reaching the Terminal Date.
  - (c) Termination of the Scheme.
- 10.2 Upon termination of the Membership, the Life Assurance benefit of the member shall cease forthwith and the amount at his credit in the Running Account as determined in Rule 8(ii) shall become payable.

#### 11. MASTER POLICY:

11.1 The Corporation will issue Master Policy to the Employer incorporating the terms and conditions under which the benefits are assured.

### 12 SETTLEMENT OF CLAIM:

In case of exit of employee by way of Resignation/Retirement/Death, the claim amount will be settled by the Corporation in favour of the Member or Beneficiary, appointed in Form I. In respect of existing employees, the nominations for CGEGIS will be deemed to have been accepted as beneficiary(s) for this Scheme.

### 13 AMENDMENT OR DISCONTINUANCE OF SCHEME:

- 13.1 The Employer may discontinue the Scheme or amend the terms and condition thereof at any time on any Renewal Date subject to 3 months' previous notice being given to the members and the Corporation and the discontinuance shall be effective from the 20<sup>th</sup> of the month co-incident with or following the expiry of the notice period.
- 13.2 The Corporation reserves a similar right by giving 3 m 'notice to the employer.

#### 14. JURISDICTION

14.1 ALL Assurances issued under the Scheme shall be governed by Indian Contract Laws. They will be subject to Indian ws including the Indian Insurance Act, 1938 as amended, t Indian Estate Duty Act 1956, the Income Tax Act, 1961 and to legislation subsequently introduced and shall be subject to the jurisdiction of law courts at New Delhi.

### **PROCEDURES:**

### 15. ADMISSION OF EMPLOYEES AS MEMBERS OF THE SCHEME:

- 15.1. All D.D.Os will ensure to make entry to the effect of employees joining the scheme in the Service Book of the Employee concerned.
- 15.2. D.D.O. will also ensure to obtain prescribed Form-I from each directly recruited BSNL Employee in regard to Appointment of Beneficiary/Beneficiaries as provided in Rule 12 above. This Form should be obtained in duplicate. DDOs will ensure to paste this form in the Service Book of the employees.

15.3. All D.D.Os concerned will get the Employees' Data compiled in Master Record (Form II) (Copy Annexed), in respect of Employees admitted as Members of Scheme. DDOs will then get the Data contained in the aforesaid Master Record (Form II) in a floppy which should be sent along with the hard copies of his unit to the Servicing P&GS Unit OF LIC positively by 16.08.05. This will be a one - time exercise at the commencement of the Scheme.

# 16. <u>DEDUCTION OF MONTHLY CONTRIBUTION/PREMIUM FROM THE SALARY OF THE EMPLOYEES.</u>

- 16.1 From the salary of July, 2005 onwards, the contribution of the employees on the LIC Group Insurance Scheme rate (show in Rule 7 (i) above) will be deducted under this "BSNL GSLI Scheme" of LIC. Following actions are required to be by D.D.Os concerned to implement above provisions: -
- (i) All D.D.Os to ensure that monthly contribution of all e concerned Employees towards "BSNL GSLI Scheme" is deducted at the rates prescribed in Rule 7 (i) above, from the monthly salary of the Employees commencing from salary month of July, 2005 onwards. The contribution is to be deducted without any break, even including for period of leave/dies-non/suspension etc. till terminal date. The amount so deducted is to be sent to the designated LIC P & GS office of his State so as not to reach the designated LIC P & GS later than 10<sup>th</sup> of every month. In the first month the cheque will go with Master Record (Form II) in subsequent months along with addition/deletion (Form III).

### **ILLUSTRATION**

- The Premium for the month of July, 2005 to be remitted to LIC by 10.08.2005 will be based on the Master Record of BSNL DDO (Form II) sent to LIC vide Rule 15.3 above.
- (2) Next Monthly Premium of August should be payable by 10th September 2005 and so on and so forth will be based on the Master Record already furnished to LIC (subject to corrections, if any) and the additions/deletions as may be reported in Monthly Return (Form III) by the respective DDO as per procedure narrated in Rule 18 below.

# 17. MAINTAINING OF "REGISTER" CONTAINING RECORDS OF MEMBERS.

17.1 All D.D.Os will maintain a Register of the Employees admitted as Members of the BSNL GLSI Scheme. The Master Record (Form II) will be treated as "Register of Members", which will be update based on Monthly Return of Additions/Deletions (Form III). 'Employee Number' shall mean the number assigned to each Employee based on which his salary/wage is drawn.

# 18. <u>MONTHLY RETURN OF ADDITIONS / DELETIONS IN THE MEMBERSHIP OF THE SCHEME.</u>

All D.D.Os will ensure to send to designated LIC P & GS Unit a Monthly Return of Additions/Deletions in the membership of the Scheme, as per provisions contained in Rule 7 (iv) in prescribed proforma (Form-III) mentioned therein positively by 10<sup>th</sup> of the month along with that month's premium Cheque.

### 19. CLAIMING OF BENEFITS FROM LIC.

- 19.1 To enable BSNL to seek reimbursement of claims/benefit as envisaged in Rule 8 above on the termination of member of the Employees for the reasons mentioned in Rule 10 above, the following detailed procedure is prescribed for compliance by all concerned.
- 19.2 All D.D.Os shall furnish Claims in the prescribed Form-IV (Copy Annexed) upon termination of the membership of the employees on happening of any of the following events: -
  - (a) Member ceasing to be in the service of the Employer (BSNL)
  - (b) Member reaching the 'Terminal Date'.
- 19.2.1 The aforesaid Claims in Form-IV will be forwarded by the D.D.Os to the respective LIC P & GS Unit by 15<sup>th</sup> of the said month for seeking reimbursement of the Claims.
- 19.2.2 Upon the receipt of reimbursement of claims from DDO, P & GS Unit will immediately release payment by Account Pay Cheque/DD in favour of concerned Employee/Beneficiary.
- 19.2.2.1 The LIC P&GS unit will send the DD/Cheque at par drawn in favour of the member/beneficiary to the concerned DDO, who will immediately acknowledge its receipt to LIC and

simultaneously forward the same to the member/beneficiary. The final receipt should be obtained from the member/beneficiary and sent to concerned LIC P&GS unit.

**20.** No member shall be granted any loan under this scheme/policy.

### 21. RESTRAINING ON ANTICIPATION OR ENCUMBERANCE:

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

### 22. AMENDMENTS / MODIFICATIONS IN THE RULES / PROCEDURES.

- 22.1.1 CMD BSNL is empowered to carry out any amendment/modification in the aforesaid Rules/Procedures (in consultation with Employees/LIC, wherever it is so considered necessary), within the provisions of the Master Policy obtained by BSNL under Group Savings Linked Insurance Scheme of LIC.
- 22.1.2 Director (HRD) BSNL or any Officer so authorized by him, is empowered for issuance of any clarification to any of the provisions of the above Scheme, including interpretation thereof.

For and on behalf of L.I.C For and on behalf of B.S.N.L.

Authorised Signatory Authorised Signatory

(Vide Rule-12)

## BSNL GROUP SAVINGS LINKED INSURANCE SCHEME - 2005

# FORM FOR APPOINTMENT OF BENEFICIARY / BENEFICIARIES (See Rule 12)

(To be filled in duplicate and to be submitted to the D.D.O. concerned –in case of new members recruited by BSNL)

_				Date	1	/2005
To,	The D.D.O. Concerned (w concerned)	rite full de	signation and add	ress of the Off	icer	
Dear S	•	ough: Co	ntrolling Officer	concerned)		
Subjec	ct: APPOINTMENT OF BE				DCN	l Croup
'Appoir person	I	me herek ne Rules eneficiarie	by appoint in t governing the Sc s, to whom the mo	erms of Rule heme, the folk	e 12 owing	headed
SI. No.	Name	Age	Relationship	Add	ress	
1						
3						
4						
5						
	ed / Blank rows be scored at this		S 1 1 S	ignature of Inso Name Designation ection/ Deptt Employee No		
Witnes	ssed by:			p.o,00		
1.	Signature					
	Name					
	Address					
	Date					
2.	Signature					
	Name					
	Address					
	Date					

ii) Second copy to be given back to the employee after certification by D.D.O.

**Note:** i) One copy to be pasted in Service Book.

(Vide Rule-15.3)

# BSNL GROUP SAVINGS LINKED INSURANCE SCHEME - 2005

### **MASTER RECORD**

PARTICULARS OF PERSONS JOINING THE GROUP SAVINGS LINKED INSURANCE SCHEME AT THE OUTSET (i.e. the date of commencement of the Scheme)

1.	Name of the institutions:	BHARAT SANCHAR NIGAM LTD
_		

- 2. Name of the D.D.O. : .....
- 3. Date of commencement of the Scheme : 20.06.2005.
- 4. Master Policy Number: (To be filled later on allotment of No. by LIC)
- 5. Monthly Contribution per member: As per Rules of the scheme.

SI No.	Employee Number.	Name & Designation. of Employee	Date of Birth	Category I /II /III	Date & Mode of Exit.	Claim intimation No. & Date.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	1

NOT	E : Col. (6) a	and (7) above ma	ay be lef	t blank at tl	nis stage.	
Place	9		Signatu	ire of Group	o Policy H	older
Date			D.D.O .			
			O/o			

Full Postal address with Telephone No.

# **STATISTICAL CONSOLIDATION**

Category	No of Employees	Rate of Monthly Contribution.	Total Amount of Contribution Deducted from the salary for the month of 2005 (Col. 2 x 3)
(1)	(2)	(3)	(4)
I		Rs. 525/-	
II		Rs 315/-	
Ш		Rs. 105/-	
		G	rand Total:

NOTE: Group- A DOT Officers on deemed deputation presently have not yet been absorbed and continue to be beneficiaries of CGEGI Scheme; therefore they will not form part of this Scheme till their absorption in BSNL. Similarly this scheme will not be applicable to cers of DOT/DTS who are yet to be absorbed in BSNL.

## FORM - III

(Vide Rule-7 (iv), 16.1(i) & 18.1)

# BSNL GROUP SAVINGS LINKED INSURANCE SCHEME - 2005

# MONTHLY RETURN FOR THE MONTH OF .....2005

Additions/Deletions in the Master Record and the Contributions deducted from the salary of the Employees from previous month.

3.	Master Policy Number:	BSNL / <b>GSLIS</b> /
2.	Name of the D.D.O.	
1.	Name of the Institution	: BHARAT SANCHAR NIGAM LIMITED

Additions/Deletions/Contributions during the Month	CAT	EGORY	
		II	II
4. (i) Number of members as on the First day of previous Month.			
4. (ii) a) Number of new members who became eligible and joined the Scheme during the previous month (Particulars be given in format at overleaf) b) Transfer in.			
4. (iii) Total Number (i+ii)			
4. (iv) Exits during the previous month (Particulars be given in format at overleaf) (a) Transfer out (b) By Death. (c) By retirement/attaining superannuation Age. (d) Resignation, Terminations etc. (e) Total Exits.  4. (v) Total Number of members as on the first day of the current month i.e.(iii)-(iv)(e)			
5. Monthly Contribution per member Rs.	525/	315/-	105/-
6.Total Contribution remitted for the Month i.e. (5)X4 (v) Rs.			

## **PARTICULARS OF:**

- (i) NEW MEMEBRS JOINED (SI. 4 (ii) above refers); and
- (ii) EXITS DURING THE PREVIOUS MONTH (SI 4(iv) above refers)
- (III) Transfer in/out (with particulars new/old DDOs)

SI. No.	Employee Number.	Name & Designation. of Employee.	Date of Birth	Category (I/II/III)	Date & Mode of Exit.	Claim Intimation No. & Date.
(1)	(2)	(3)	(4)	(5	(6)	(7)

**NOTE : (i)** In respect of new Members joined during the month, Column No. 6 & 7above will be left blank.

(ii) In respect of exits of the Members during the month, mode of exit in col. (6) above will be written against the name of Me er concerned and col. (7) will be filled after settlement of claim by LIC.

	Signature of Group Policy holder.
Date :	D.D.O
	(Full Postal address and Telephone Nos.)
Place:	

# (d): <u>BSNL RULES REGARDING 'GPF' AND 'CONTRIBUTORY</u> <u>PROVIDENT FUND (CPF)'.</u>

1. **GPF**: Although it has been, kind of, agreed that GPF will continue for the DOT absorbed BSNL employees, there is no absolute confirmation by the Government (in view of Pension Rule 37 A) by which we can categorically state so in our HR Manual. Because we are continuing to work as if GPF is going to be continue for ex-DOT absorbed BSNL employees, the formation of GPF trust for this category of employees is not being pursued by the Restructuring Cell.

( Refer BSNL.letter No. 3-01/2002- Restg.(Pt.) Date 20.10.06 )