

# Bharti AXA Life Premium Waiver Rider

## A Non-Linked Non-Participating Individual Life Insurance Rider

### Part B

1. **Definitions:** (meaning of technical words used in Rider Document)
- a) **Accident** is a sudden, unforeseen and involuntary event caused by external and visible means.
- b) **Accidental Death** means death caused by sudden, violent, unforeseen and involuntary event caused by external and visible means as revealed by an autopsy provided such death was caused directly by such Accident and independently of any physical or mental illness within ninety (90) days of the date of Accident and proved to the satisfaction of the Company.
- c) **Age** is the Age at last birthday, in completed years.
- d) **Base Policy/Basic Plan** is the life insurance product chosen by the Policyholder out of the various products offered by the Company.
- e) **Claimant** will be the Life Insured in case the Policyholder and Life Insured are the same and the Policyholder in case Life Insured and Policyholder are different or the Nominee or Assignee or Legal Heir of the Policyholder or Nominee as the case may be.
- f) **Date of Commencement of Rider** is the date of issue of the Base Policy by the Company.
- g) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- h) **Life Insured** under the Rider is the Policyholder of the Base Policy.
- i) **Rider** is an optional Insurance cover which is purchased along with the Basic Plan. It provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read along with Basic Plan.  
Rider includes the Rider Document, the Policy Schedule, any attached endorsements or supplements together with all the addendums provided by the Company from time to time, the medical examiner's report and any other document/s called for by the Company and submitted by the Policyholder to enable the Company to process request for Rider.
- j) **Rider Date / Date of Commencement of Risk** is the date of commencement of risk under this Rider and as specified in the Rider Schedule.
- k) **Rider Premium** shall be the premium amount payable in a year, excluding extras as per the rider option/s chosen and is payable according to the mode of payment of the Base Policy.
- l) **The Company / Company** means Bharti AXA Life Insurance Company Limited.
- m) **You/Your/Yours** refers to the Policyholder and shall also include the Life Insured, where the Policyholder and Life Insured are different person/s.

**\*\*The terms defined above shall also act as a reference guide to the Policy document in terms of IRDA of India Circular No. IRDA/LIFE/CIR/GDL/034/01/2014 dated 14 January 2014'**

### 2. Definitions pertaining to Total and Permanent Disability (applicable for Premium Waiver Rider Option 1 only)

'Total and Permanent Disability' or 'TPD' means disablement, of the Person Insured, which meets one of the three definitions mentioned below until attainment of age 60 years and meets either definitions 2 or 3 from Attained ages 60 to 70 years.

**To clarify further:** TPD benefit shall be payable upon meeting the definitions as mentioned below.

Attained Age below 60: Meeting any of the 3 definitions below

Attained Age 60 and above until 70: Meeting 2nd or 3rd definition below. TPD benefit ceases upon attainment of Age 70 years.

#### 1. Definition 1: Unable to work

Loss of the physical or mental ability through an illness or injury to the extent that the insured person is unable to do the 'material and substantial' duties of any occupation at all ever again. The 'material and substantial' duties are those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.

Any occupation means any type of work at all, irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The company's appointed doctor should also agree that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire

'Unable to work' must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled. The company will have the right to evaluate the insured person to confirm total and permanent disability.

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 60 years. TPD benefit can be claimed only once in the life time. Total and Permanent Disability due to an injury should occur independently of any other causes within ninety (90) days of such injury.

#### 2. Definition 2: Loss of use of limbs or sight

The Person Insured suffers from total and irrecoverable loss of:

- The use of two limbs; or
- The sight of both eyes; or
- The use of one limb and the sight of one eye,

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The loss of use of the particular limb must be certified by relevant medical practitioner and documented for an uninterrupted period of at least six months. The company will have the right to evaluate the insured person to confirm total and permanent disability.

**Loss of sight** means total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident (as applicable). The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures.

**Limb** means the whole hand above the wrist or the whole foot above the ankle.

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 70 years. TPD benefit can be claimed only once in the life time starting from the first year.

#### **3. Definition 3: Loss of independent living**

Loss of the physical ability through an illness or injury to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The company's appointed doctor should also agree that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

1. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Getting in and out of bed - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
5. Feeding oneself - the ability to feed oneself once food has been prepared and made available.
6. Getting between rooms – the ability to move indoors from room to room on level surface.

Loss of independent living must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled. The company will have the right to evaluate the insured person to confirm total and permanent disability.

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 70 years. TPD benefit can be claimed only once in the life time starting from the first year.

Total and Permanent Disability due to an injury should occur independently of any other causes within ninety (90) days of such injury.

#### **Important Definition**

**Injury:** Wound or trauma; harm or hurt; caused solely by external, violent, unforeseeable and visible means

#### **3. Definitions pertaining to Critical Illness (applicable for Premium Waiver Rider Option 2 only)**

The acceptance of the claim will be dependent on whether the critical illness is as per the definition of each of the critical illnesses. The following definitions would apply in case of an illness:

##### **1. Myocardial Infarction (FIRST HEART ATTACK – OF SPECIFIED SEVERITY)**

- I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
  - i. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain),
  - ii. New characteristic electrocardiogram changes,
  - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
  - i. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.
  - ii. Other acute Coronary Syndromes.
  - iii. Any type of angina pectoris

##### **2. OPEN CHEST CABG**

- i. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- ii. The following are excluded:
  - Angioplasty and/or any other intra-arterial procedures

##### **3. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS**

- I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

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**4. MAJOR ORGAN/ BONE MARROW TRANSPLANT**

**I. The actual undergoing of a transplant of:**

- i. One of the following human organs: heart/ liver/ lung/ kidney that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

**II. The following are excluded:**

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

**5. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES**

- I. The actual undergoing of open-heart valve surgery to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are excluded.

**6. STROKE RESULTING IN PERMANENT SYMPTOMS**

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

**II. The following are excluded:**

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

**7. COMA OF SPECIFIED SEVERITY**

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
  - i. No response to external stimuli continuously for at least 96 hours;
  - ii. Life support measures are necessary to sustain life; and
  - iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

**8. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - i. Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;

- ii. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months,

Other causes of neurological damage such as SLE and HIV are excluded

**9. CANCER OF SPECIFIED SEVERITY**

- I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues.

- i. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

**II. The following are excluded –**

- i. All Tumours which are historically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 & CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukemia less than Rai stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumours in the presence of HIV infection

**10. PERMANENT PARALYSIS OF LIMBS**

- I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

**11. BENIGN BRAIN TUMOUR**

- i. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- ii. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

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- I. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- II. Undergone surgical resection or radiation therapy to treat the brain tumor.
- iii. The following conditions are excluded:  
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones, and tumors of the spinal cord.

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### PART C Benefits

#### 1. Rider Benefit

a) **Option 1: Waiver of Premium on Death or Total and Permanent Disability**

Waiver of Premium on Death or Total and Permanent Disability Rider provides benefit of waving all future premiums due and payable under the Base Policy on Death or Total and permanent disability of the Life Insured, subject to Rider being in force.

**Period to establish permanence of disability:** In order for a benefit to be payable, the disability must have persisted continuously for a period of at least 180 days and must, in the opinion of a suitable medical practitioner, appointed by the Insurance Company, be deemed permanent.

**Waiting Period** is the period during which the Life Insured will not be eligible for any benefit under the Rider. Waiting period is of 90 days from the date of issuance of the Base Policy or from the date of revival of the Base Policy.

b) **Option 2: Waiver of Premium on Critical Illness**

Waiver of premium on Critical Illness provides the benefit of waving all future premiums due and payable under the Base Policy on the confirmed diagnosis of the Life Insured suffering from any one of the 11 critical illnesses covered under the Rider, subject to Rider being in force. Critical Illness covering 11 conditions are:

1. First Heart Attack - Of Specified Severity
2. Open Chest CABG
3. Kidney Failure Requiring Regular Dialysis
4. Major Organ/Bone Marrow Transplant
5. Open Heart Replacement Or Repair Of Heart Valves
6. Stroke Resulting In Permanent Symptoms
7. Coma Of Specified Severity
8. Multiple Sclerosis With Persisting Symptoms
9. Cancer Of Specified Severity
10. Permanent Paralysis Of Limbs
11. Benign Brain Tumour

**Waiting Period** is the period during which the Life Insured will not be eligible for any benefit under the Rider. Waiting period is of 90 days from the date of issuance of the Base Policy or from the date of revival of the Base Policy.

**Survival Period** is a period during which the Life Insured needs to survive after being diagnosed with Critical illness to receive benefits under the Rider. The Survival period is of 30 days from the date of diagnosis. No benefit is payable during the survival period.

#### 2. Maturity Benefit

There is no Maturity benefit payable under this Rider.

#### 3. Premium Guarantee

**Option 1** - Premium Rates under this option are level and guaranteed throughout the term of the rider.

**Option 2** - Premium Rates under this option are guaranteed for the first 3 years from the date of inception of the rider. After that, the Company may review and revise the premium rates. The revised premium rates will remain guaranteed for a period of three years from the date of review. The revised premium rates shall become effective from the date of approval from Insurance Regulatory and Development Authority of India.

#### 4. Payment of Premium

i. You are required to pay Premiums on the due dates and for the amount mentioned in the Policy Schedule.

ii. You are required to pay Premiums for the entire Premium Payment Term.

iii. Premium Payment modes available under the Policy are annual, half yearly, quarterly and monthly.

iv. If the Policyholder discontinues the payment of premiums, the Policy will be treated as Lapsed or Paid-up as per the conditions under Part D section 2.

#### 5. Grace Period

Grace period is the time extended by the Company to facilitate the Policyholder to pay the unpaid premium, in case the premium/s had not been paid as on the due date. The Policyholder gets Grace Period (30 days for annual/ semi-annual/ quarterly premium payment modes and 15 days for monthly mode) to pay the premium which falls due and the benefits under the Rider remain unaltered during this period.



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### **PART D**

#### **1. Free Look Period**

If Life Insured disagrees with any of the terms and conditions of the Policy, there is an option to return the original Policy along with a letter stating reason/s within 15 days of receipt of the Policy. in case of offline Policy and within 30 days of receipt of the Policy in case of Policy sourced through distance marketing. The Policy will accordingly be cancelled and the Company will refund an amount equal to the Premium paid and may deduct a proportionate risk premium for the period on cover, the medical expenses incurred by the Company (if any) and the stamp duty charges. All rights under this Policy shall stand extinguished immediately on cancellation of the Policy under the free look option.

If the Rider is opted through Insurance Repository (IR), the computation of the said Free Look Period will be as stated below:-

For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance policy by the IR.

For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account(e IA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance policy by the IR to the eIA, whichever is later shall be reckoned for the purpose of computation of the free look period.

#### **2. Discontinuance of Rider Premium**

In case the Base Policy has lapsed due to discontinuance of premium, the benefits under the Rider shall cease to exist immediately from the date of such unpaid premium.

#### **3. Surrender Benefit**

There is no Surrender benefit payable under this Rider.

#### **4. Revival of Rider**

The benefits under the rider may be revived subject to the conditions of revival in the Base Policy. If rider is not revived along with the Base Policy during the period allowed for revival, then the Rider will be terminated, after which this Rider cannot be attached again with the Base Policy in future.

#### **5. Exclusions under the Rider**

##### **1. General Exclusion**

**Suicide:** In case of death due to suicide within 12 months from the date of commencement of risk under the policy or from the date of revival of the policy, as applicable, the nominee or beneficiary of the policyholder shall be entitled to at least 80% of the total premiums paid till the date of death or the surrender value available as on the date of death whichever is higher, provided the policy is in force.

##### **2. Exclusions for Total and Permanent Disability Benefit (applicable for Premium Waiver Rider Option 1 only)**

The life assured will not be entitled to any accidental benefits directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- Any condition that is pre-existing at the time of inception of the policy.

Benefits under this policy will not be available for any Pre-Existing condition(s) as defined below until 48 consecutive months of continuous coverage have elapsed since first policy year. In case of revival or revival of the policy, only the remaining part, if any, of the 48 month waiting period applies. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or through any other evidence provided to the company.

- Pre Existing Disease means any condition, ailment, injury or disease: a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or (b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months Prior to the effective date of the policy issued by the insurer or its reinstatement

Medical Practitioner means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the licence.

Medical Practitioner shall not include:

The Policyholder's Spouse, Father (including step father) or Mother (including step mother), Son (including step son), Son's wife, Daughter, Daughter's husband, Brother (including step brother) and Sister (including step sister) or Life insured / policyholder under this policy.

- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion.
- Service in the armed forces, of any country at war or service in any force of an international body.
- Taking part in any naval, military or air force operation during peace time.

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- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- Engaging in or taking part in hazardous activities, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not; Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not.
- Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.

#### **3. Exclusions for Waiver of premium on Critical Illness Benefit (applicable for Premium Waiver Rider Option 2 only)**

The life assured will not be entitled to any benefits if a Covered Critical Illness results either directly or indirectly from any one of the following causes:

- Any condition that is pre-existing at the time of inception of the policy.

Benefits under this policy will not be available for any Pre-Existing condition(s) as defined below until 48 consecutive months of continuous coverage have elapsed since first policy year. In case of revival or revival of the policy, only the remaining part, if any, of the 48 month waiting period applies. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or through any other evidence provided to the company.

- Pre-existing condition is defined as, Pre Existing Disease means any condition, ailment, injury or disease: a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or (b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months Prior to the effective date of the policy issued by the insurer or its reinstatement.
- Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner.
- War, civil commotion, breach of law, invasion, hostilities rebellion, revolution, military or usurped power or willful participation in acts of violence.
- Radioactive contamination due to nuclear accident.
- Engaging in or taking part in hazardous activities, including but not limited to, diving or riding or any kind of

race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not;

Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not.

- Any critical illness or its signs or symptoms having occurred within 90 days of policy issue date or revival date.
- Any external congenital anomaly: Congenital anomaly which is in the visible and accessible parts of the body. Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position
- Diseases that have previously occurred in the Life Insured (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by the Company or another insurer)

Medical Practitioner means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the licence.

Medical Practitioner shall not include:

The Policyholder's Spouse, Father (including step father) or Mother (including step mother), Son (including step son), Son's wife, Daughter, Daughter's husband, Brother (including step brother) and Sister (including step sister) or Life insured / policyholder under this policy

- Taking part in any naval, military or air force operation during peace time.

#### **6. Termination**

Benefits under the Rider shall cease to exist, at the occurrence of earliest of the following:

- When your Base Policy ceases to exist or has lapsed;
- When Base Policy is surrendered
- Policy anniversary following the intimation by the Life Insured in writing to discontinue the Rider;
- When the Life Insured discontinues paying the Rider Premium
- When the base policy is assigned

#### **7. Claims**

The Company would require the following primary documents in support of a claim at the claim intimation stage under this Rider:

- Original Rider document
- Claims intimation form
- Treating doctor's certificate duly filled and signed in original.
- Copies of Medical records, Discharge card/ summary, all test/ investigation reports and Indoor Case papers.
- FIR, Panchanama, Inquest report and Final Investigation Report in case of accidental/unnatural death.

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Easy ways of claim intimation

- Walk in to your nearest Bharti-AXA Life Branch
- Call us Toll Free: 1800-102-4444\*
- E-mail us: claims@bharti-axa life.com\*
- Have us call you\*

\*Claims intimated through these modes will be considered as verbal intimation. Claim will be formally registered only when written intimation is received at branch or directly to Claims team at Head Office  
Prior to processing the claim, the Company is entitled to call for additional documents, if in the opinion of the Company such additional documents are warranted to process the claim.

**8. Rider alterations / Modifications**

Only a duly authorized officer of the Company has the power to effect changes on the Rider at the request of the Life Insured, subject to the rules of the Company and within the regulatory parameters.

**9. Advance Premium**

- (i) Collection of advance premium shall be allowed within the same financial year for the premium due in that financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, the same may be collected for a maximum period of three months in advance of the due date of the premium.
- (ii) The premium so collected in advance shall only be adjusted on the due date of the premium.



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### **PART E**

Part E is not applicable to this Rider.

### **PART F**

#### **1. Fraud And Misrepresentation**

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 appendix – III for reference]

#### **2. Misstatement of Age and Gender**

- a) If the correct age of the Life Insured is different from that mentioned in the Application Form, the Company will assess the eligibility of the Life Insured for the Rider in accordance with the correct age of the Life Insured.
- b) If on the basis of correct age, the Life Insured is not eligible for the Rider, the Rider shall be cancelled immediately by refunding the Premium received by the Company under the Rider as per the provisions of section 45 of Insurance Act as amended from time to time.
- c) If the Life Insured is eligible for the Rider as per his / her correct age, then the Company will calculate the applicable charges basis the correct age of Life Insured and will accordingly adjust the Fund Value / Coverage Sum Assured.

#### **3. Assignment**

The Life Insured cannot assign the Rider to another person as the Rider is not a standalone document and should be read along with Basic Plan. However the Base Policy can be assigned in accordance with section 38 of the Insurance Act 1938 as amended from time to time. In such an event the Rider shall stand automatically terminated.

The provisions of Assignment are governed by Section 38 of Insurance Act, 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in appendix – I for reference]***

#### **4. Incorrect information and Non Disclosure**

The Policyholder and the Life Insured under the Rider have an obligation to disclose every fact material for assessment of the risk in connection with issuing the Rider. However, if any of the information provided is incomplete or incorrect, the Company reserves the right to vary the benefits, at the time of payment of such benefit or during the term of the Rider. Further, if there has/had been non disclosure of a material fact, the Company may treat your Rider as void from inception. In case fraud or misrepresentation, the Rider shall be cancelled immediately, subject to the fraud or misrepresentation being established by the Company in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.

#### **5. Taxation**

The tax benefits, if any, on the Rider may be available as per the prevailing provisions of the tax laws in India. If required by the relevant legislations prevailing from time to time, the Company will withhold taxes from the benefits under the Rider. The Company reserves the right to recover statutory levies including service tax along with the premiums required to be paid by the Life Insured.

#### **6. Notices**

Any notice to be given to the Life Insured under the Rider will be issued by post or electronic mail or telephone facsimile transmission to the latest address/es/fax number/email of the Life Insured available in the records of the Company.

In case of any attached supplement or endorsement, it refers to the date of issue of such supplement or endorsement

Any change in the address of the Policyholder should be informed to the Company so as to ensure timely communication of notices and to the correct address.

Kindly refer to Part G section 1 of the Bond for intimating about the change in existing details.

#### **7. Currency and Place of Payment**

All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing Exchange Control regulations and other relevant laws in force in India.

#### **8. Mode of communication**

The Company and the Life Insured may exchange communications pertaining to the Rider either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Life Insured on merits in accordance with such communications. While accepting requests / mandate from the Life Insured through electronic mail, the Company will comply with the provisions of Information Technology Act 2000 and/ or such other applicable laws in force from time to time.

#### **9. Governing Laws & Jurisdiction**

The terms and conditions of the Rider document shall be governed by and shall be subject to the laws of India. The parties shall submit themselves to the jurisdiction of the competent court/s of law in India in respect of all matters and disputes which may arise out of in connection with the Rider document and / or relating to the Rider.

#### **10. Term used and its meaning**

Any term not otherwise defined in this Rider document shall have the meaning ascribed to it under Rider as defined here in Part B (j). If a particular term is not defined or otherwise articulated either in the Rider document or under the Rider, endeavor shall be to impart the natural meaning to the said term in the context in which it is used.

# **Bharti AXA Life Premium Waiver Rider**

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### **PART G**

#### **1. Customer Service**

You can seek clarification or assistance on the Rider from the following:

- The Advisor from whom the Rider was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: [service@bharti-axalife.com](mailto:service@bharti-axalife.com)
- Mail to: Customer Service  
Bharti AXA Life Insurance Company Ltd. Spectrum Towers,  
3<sup>rd</sup> Floor, Malad link road, Malad (west), Mumbai – 400064

#### **2. Grievance Redressal Procedure**

##### **Step 1: Inform us about your grievance**

In case you have any grievance, you may approach our Grievance Redressal Cell at any of the below-mentioned helplines:

- Lodge your complaint online at [www.bharti-axalife.com](http://www.bharti-axalife.com)
- Call us at our toll free no. 1800 102 4444
- Email us at [complaints.unit@bharti-axalife.com](mailto:complaints.unit@bharti-axalife.com)
- Write to us at:

Grievance Redressal Cell

Bharti AXA Life Insurance Company Ltd. Spectrum Towers,  
3<sup>rd</sup> Floor, Malad link road, Malad (west), Mumbai – 400064

- Visit our nearest branch and meet our Grievance Officer who will assist you to redress your grievance/ lodge your complaint.

##### **Step 2: Tell us if you are not satisfied**

In case you are not satisfied with the decision of the above office you may contact our Grievance Officer within 8 weeks of receipt of the resolution communication at any of the below-mentioned helplines:

- Write to our Grievance Officer at:  
Bharti AXA Life Insurance Company Ltd. Spectrum Towers,  
3<sup>rd</sup> Floor, Malad link road, Malad (west), Mumbai – 400064

- Email us at  
[head.customerservice@bharti-axalife.com](mailto:head.customerservice@bharti-axalife.com)

You are requested to inform us about your concern (if any) within 8 weeks of receipt of resolution as stated above, failing which it will be construed that the complaint is satisfactorily resolved.

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority (IRDA of India) of India on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE  
NO:155255 or 18004254732

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register your complaint online at

<http://www.igms.irda.gov.in/>

Address for communication for complaints by paper:

Consumer Affairs Department Insurance Regulatory and Development Authority of India

Sy no.115/1, Financial District, Nanakramguda, Gachibowli,  
Hyderabad – 500032

##### **Step 3: If you are not satisfied with the resolution provided by the company**

In case you are not satisfied with the decision/ resolution of the Company, you may approach the Insurance Ombudsman. The complete list of Insurance Ombudsman is appended below in Appendix I or please visit the website mentioned below for latest list of Insurance Ombudsman:

- [www.bharti-axalife.com](http://www.bharti-axalife.com)
- [www.irdaindia.org/ombudsmenlist](http://www.irdaindia.org/ombudsmenlist)

For informative purpose and for your ready reference, the relevant clause/s of the Insurance Act, 1938 as amended from time to time are reproduced below:

##### **Section 41 of the Insurance Act, 1938, as amended from time to time:**

- (1) "No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer:
- (2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees."

##### **Section 45 of Insurance Act, 1938 as amended from time to time:**

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 appendix – III for reference]

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**Section 13 of the Insurance Ombudsman Rules, 2017:**  
**Duties and Powers of Insurance Ombudsman**

1. The Ombudsman shall receive and consider complaints or disputes relating to—
  - a. Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
  - b. Any partial or total repudiation of claims by the Company;
  - c. Disputes over premium paid or payable in terms of insurance policy;
  - d. Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
  - e. Legal construction of insurance policies in so far as the dispute relates to claim;
  - f. Policy servicing related grievances against insurers and their agents and intermediaries;
  - g. issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
  - h. Non-issuance of insurance policy after receipt of premium in life insurance; and
  - i. any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
2. The Ombudsman shall act as counselor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Clause provided herein below.

**Section 14 of the Insurance Ombudsman Rules, 2017:**  
**Manner in which complaint to be made**

1. Any person who has a grievance against the Company, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company complained against or the residential address or place of residence of the complainant is located.
2. The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless-
  - a. The complainant makes a written representation to the Company named in the complaint and-
    - i. Either the Company had rejected the complaint; or
    - ii. The complainant had not received any reply within a period of one month after the Company received his representation; or
    - iii. The complainant is not satisfied with the reply given to him by the Company;
  - b. The complaint is made within one year-
    - i. After the order of the Company rejecting the representation is received; or
    - ii. After receipt of decision of the Company which is not to the satisfaction of the complainant;
    - iii. After expiry of a period of one month from the date of sending the written representation to the Company if the Company fails to furnish reply to the complainant.
4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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List of Ombudsman  
(For the updated list You may refer to IRDA of India website)

**Address & Contact Details of Ombudsmen Centres**

**Governing Body of Insurance Council (Monitoring Body for Offices of Insurance Ombudsman)**

**3<sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (West), Mumbai – 400054.**

**Tel no: 022 - 26106889 / 671 / 980. | Email id: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in) | website: [www.ecoi.co.in](http://www.ecoi.co.in)**

**If you have a grievance, approach the grievance cell of Insurance Company first. If complaint is not resolved/ not satisfied/not responded for 30 days then you can approach The Office of the Insurance Ombudsman (Bimalokpal)**

**Please visit our website for details to lodge complaint with Ombudsman.**

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, <b>Ahmedabad – 380 001</b>	Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu
<b>BENGALURU</b> <b>Smt Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57- 27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1 <sup>st</sup> Phase, <b>BENGALURU – 560 078.</b>	Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka
<b>BHOPAL</b> <b>Smt Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <b>BHOPAL- 462 003.</b>	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh Chhattisgarh
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b>	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa
<b>CHANDIGARH</b> <b>Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, <b>CHANDIGARH-160 017.</b>	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>CHENNAI</b> <b>Shri M Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, <b>CHENNAI-600 018.</b>	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

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Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>DELHI -</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b><u>NEW DELHI-110 002.</u></b>	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi
<b>GUWAHATI</b> <b>Shri Kiriti .B .Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, <b><u>GUWAHATI-781 001(ASSAM)</u></b>	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD.</b> <b>Shri I.Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, <b><u>HYDERABAD-500 004.</u></b>	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>JAIPUR</b> <b>Smt Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi II, Ground Floor, Bhawani Singh Marg, <b><u>JAIPUR – 302005.</u></b>	Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@ecoi.co.in">bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, <b><u>ERNAKULAM-682 015.</u></b>	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 <sup>th</sup> Floor, 4, C.R.Avenue, <b><u>KOLKATA - 700072</u></b>	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, <b><u>LUCKNOW-226 001.</u></b>	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b> <b>Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b><u>MUMBAI-400 054.</u></b>	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



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Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 <sup>th</sup> Floor, Main Road, Naya Bans, Sector-15, Distt. Gautam Buddh Nagar <u><b>U.P – 201301.</b></u>	Tel.: 0120-2514250 / 2514252 / 2514253 Email : <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 <sup>rd</sup> Floor, C.T.S No.s 195 to198, N.C. Kelkar Road, Narayan Peth, <u><b>PUNE – 411030.</b></u>	Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
<b>PATNA</b> Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <u><b>PATNA – 800006</b></u>	Tel.: 0612-2680952 Email id: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a> .	Bihar, Jharkhand.

**BEWARE OF SPURIOUS/FRAUD PHONE CALLS!**

IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums. Public receiving such phone calls are requested to lodge a police complaint.