# Product Brochure for Group Accidental Death Benefit Rider

<u>Death caused due to an accident</u>: Accidental Death is defined as a traumatic death caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within ninety (90) days of such trauma, proved to the satisfaction of the insurer.

<u>Death Benefit:</u> Under this Rider Benefit, if the Life Insured dies due to an accident, the Company shall pay the death benefit to the beneficiary. The Death Benefit is a monthly reducing Coverage calculated on the basis of Coverage, Coverage Term and an assumed interest rate.

<u>Joint Life Coverage:</u> The co-borrower can also be covered by the benefits of this rider by paying a premium in addition to the borrower's premium. Incase of death of any of the lives insured, the benefit will be paid to surviving Life Insured and all benefits under the Coverage would cease. The premiums can be different for substandard lives.

# **Free-look Option**

If the Life Insured disagrees with any of the terms and conditions of the Coverage, then he/she can return the original Certificate of Insurance along with a letter stating reasons for the objection within 15 days of the receipt date of the Certificate of Insurance in case of offline policy and within 30 days of receipt of the policy in case of policy sourced through distant marketing (i.e. online sales). The Coverage will be cancelled and an amount equal to the premium paid less stamp duty costs and underwriting expenses incurred by Bharti AXA Life Insurance in issuing the Coverage will be refunded to you. All your rights under the Coverage shall stand extinguished immediately on the cancellation of the Coverage under the free look option.

<u>Surrender Benefit:</u> In case the life insured seeks to cancel the coverage after the free look period, a refund calculated as per the following formula shall be payable: SVF X P X U/T, where:

SVF = Surrender Value Factor (as per the table given below)

P = Single premium paid in respect of the Coverage of a Life Insured excluding applicable tax and applicable cess

U = Unexpired Coverage Term (in months)

T = Coverage Term for the Life Insured (in months)

The surrender value factors differ by age of entry and are as follows:

Policy Term	<b>SV Factor</b>
1 – 5	35%
6 – 10	45%
11 – 15	50%
16 – 20	50%
21 – 25	55%
26 - 30	55%

# **Eligibility Conditions:**

Parameter	Eligibility
Minimum Group Size	50 members
Minimum age at entry (in years)	18
(age last birthday)	
Maximum age at entry(in years)	65
(age last birthday)	
Maximum cover ceasing age (in	75
years) (age last birthday)	
Minimum policy term(in years)	3
Maximum policy term(in years)	30
Premium payment term	Single
Minimum sum assured (in Rs.)	100,000
Maximum sum assured (in Rs.)	50,00,000
Self Filled Questionnaire/ Medical	If Coverage is within the applicable underwriting
check up	limits defined as per your age, completion and
	signing of the Self Filled Questionnaire
	If Coverage exceeds the applicable underwriting
	limits as per your age, based on medical check up

The maximum aggregate limit of the benefit for this Rider under all the policies for the same Life Insured shall not exceed Rs.50, 00,000.

# **Expiry of the Rider**

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

- When the Life Insured attains the age of 75 years; or
- When the Base Policy ceases to exist; or
- Policy anniversary following the intimation by the policyholder in writing to discontinue the Rider; or
- In the event of death of the Life Insured

**Exclusions for Accidental Death Benefit:** The Company is not liable to pay any Accidental Death Benefit in respect of any Life Insured in the event of death of the Life Insured, directly or indirectly, caused, occasioned, accelerated or aggravated by any of the following:

- Suicide or self inflicted injury, whether the Life insured is medically sane or insane.
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war, whether declared or not.
- Service in the armed forces, or any police organization, of any country at war or service in any force of an international body.
- Committing an assault, a criminal offence, an illegal activity or any breach of law.
- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than the Life insured.

- Participation in aviation other than as a fare-paying passenger in an aircraft that is authorized by the relevant regulations to carry such passengers between established aerodromes.
- Taking part or practicing for any hazardous hobby, pursuit or any race.
- Hazardous occupations including but not exclusive to mining, deep-sea fishing, forestry, scuba diving.
- Bodily or mental infirmity or any disease

## Tax Benefits (based on current tax laws)

You will be eligible for tax benefits as per the prevailing tax laws.

## Prohibition of Rebate: Section 41 of the Insurance Act, 1938

(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take 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 prospectuses or tables of the insurer:

Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

(2) Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakh rupees.

#### Section 45 of the Insurance Act, 1938

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 – I for reference]

#### Other conditions

- This product brochure is indicative of terms, conditions, warranties and exceptions contained in the Policy.
- No increase in coverage is allowed
- Group Accidental Death Benefit rider: Group ADB

Appendix I: Section 45 – Policy shall not be called in question on the ground of mis-statement after three years Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

- 01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
- a. the date of issuance of Policy or
- b. the date of commencement of risk or
- c. the date of revival of Policy or
- d. the date of rider to the Policy

whichever is later.

- 02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
- a. the date of issuance of Policy or
- b. the date of commencement of risk or
- c. the date of revival of Policy or
- d. the date of rider to the Policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

- 03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.
- 04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
- 06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
- 07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
- 09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details]

#### **Your Bharti AXA Life Advisor**

Life insurance coverage is available in this product.

For any further queries or feedback, please contact your Financial Advisor or get in touch with us on:



**Customer Care No.:** 

# 1800 200 0048



18 SURAKSHA to 56677

We will get in touch within 24 hours to address your query.



For locating a branch near you, please visit

# www.bhartiaxa.com.

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\*Bharti AXA Life Insurance Company Ltd. is the name of the Company and Bharti AXA Life Group Accidental death Benefit Rider is only the name of the rider and does not in any way represent or indicate the quality of the policy or it's future prospects.

Income tax benefits are as per Income Tax Act, 1961 and are subject to conditions mentioned therein and amendments made thereto from time to time.

#### **Bharti AXA Life Insurance Company Ltd.**

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