

## PART B

1. **Definitions: (meaning of technical words used in Policy Document)**

- a. **Age** is the Age at last birthday, in completed years.
- b. **Annualized Premium** shall be the premium amount payable in a year chosen by the policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
- c. **Critical Illness Benefit** shall mean any one of the thirteen illnesses specified and defined in Part I Section IA, which first occurs or first manifests itself (in the lifetime of the life insured) in each of the three group of illnesses after issue date of the Policy subject to conditions in Section 2.
- d. **Critical Illness event** means diagnosis or actual undergoing of a procedure as per definitions defined under **Section IA**
- e. **Diagnosis** shall mean diagnosis made by a Physician based on such specific evidence as referred to in the definition of the particular Critical Illness concerned or, in the absence of such specified reference, based upon radiological, clinical, histological or laboratory tests acceptable to the Company.  
In the event of any doubt regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to appoint a Medical Specialist to examine the Life Insured on the basis of evidence used in arriving at such diagnosis and the opinion of such specialist as to such diagnosis shall be considered binding.
- f. **Issue Date/Date of Commencement of Policy** is the date of issue of the policy by the Company and shall also be the date of commencement of risk under this Policy which is specified in Policy Specifications and in case of any attached supplement or endorsement; it refers to the date of issue of such supplement or endorsement and in case of Revival it refers to date of Revival.
- g. **Life Insured** is the person named in the Policy Specifications whose life is covered under the Policy.
- h. **Nominee** is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured.
- i. **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.
- j. **Pre-Existing Illness**  
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.
- k. **Policy** means and includes the Policy Document, the proposal form for insurance submitted by the policyholder, the benefit illustration signed by the policyholder, the Policy Specifications, the first premium receipt, 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 it to process the proposal.
- l. **Policyholder** is the owner of the Policy whose name is mentioned in the proposal form and may be a person other than the Life Insured.
- m. **Policy Date/Date of Commencement of Risk** is the day, month and year the Policy comes into effect and as shown in the Policy Specifications.
- n. **Policy Year** is measured from the Policy Date and is a period of twelve consecutive calendar months and includes every subsequent twelve consecutive calendar months.
- o. **Policy Anniversary Date** is the date which periodically falls after every twelve months starting from the Policy Date whilst the Policy is in force.
- p. **Premium Payment Term** means the number of Policy Years for which the policyholder is required to pay the premium.
- q. **Policy Benefit Period/ Policy Term** is the number of Policy Years for which the Policy is in effect, commencing from the Policy Date and ending on the expiry of coverage term.
- r. **Policy Specifications** is the cover page to the Policy containing amongst others, the brief description of the Policy and the Policyholder which forms an integral part of the Policy Document.
- s. **Sum Assured** means the critical illness benefit payable on the admission of the claim.
- t. **Survival period** means a period of 30 days from the date of occurrence of a covered Critical Illness event (on diagnosis or actual undergoing of a procedure as per definition) for which the insured has to survive to be eligible for the claim payment.
- u. **The Company / Company** means Bharti AXA Life Insurance Company Limited.
- v. **Total Annual Premium** is the amount of premium payable in a Policy Year, provided the chosen mode for premium payment is annual.
- w. **Modal Premium** mentioned in the Policy Specifications means the premium payable by the policyholder on the due dates for payment and in any case not later than the grace period of 15 days for monthly mode and 30 days for annual/ semi-annual/ quarterly premium payment modes, from the due date, provided the premium payment mode chosen by the policyholder is other than annual.
- x. **You/Your/Yours** refers to the Policyholder and shall mean and include the Nominee, upon the death of the Life Insured, where the Policyholder and Life Insured is the same person.

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

**IA. Definitions- pertaining to Critical Illnesses**

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:

**a. Myocardial Infarction (First Heart Attack of Specific Severity)**

- I. The first occurrence of heart attack or 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

**b. 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:
  - i. Angioplasty and/or any other intra-arterial procedures

**c. 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.

**d. Major Organ / Bone Marrow Transplant**

- I. The actual undergoing of a transplant of:
  - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii. Human bone marrow using hematopoietic 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

**e. Open Heart Replacement or Repair of Heart Valves**

- I. The actual undergoing of open-heart valve surgery is 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.

**f. 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 extra cranial 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.

**g. 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.

**h. 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 findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - 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.

**i. CANCER OF SPECIFIED SEVERITY**

I. A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues.

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 -**

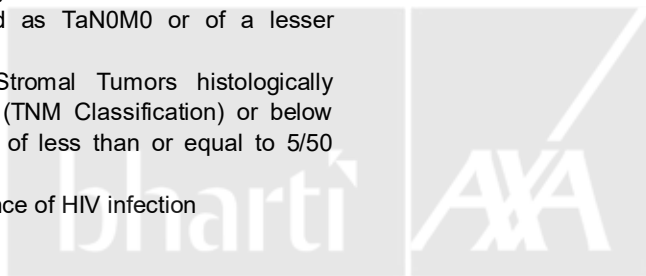
- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any 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 tumors in the presence of HIV infection

**j. Permanent Paralysis of limbs**

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.

**k. Benign Brain Tumor**

- 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.
  - 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.



**PART C**  
**Benefits Payable**

**1. Critical Illness Benefit**

In case of the unfortunate event of first occurrence of critical illness in the lifetime of the Life Insured, on the admission of the Claim, the Policyholder or the Nominee will be entitled to receive the Sum Assured (as mentioned in Policy Specifications).

The thirteen critical illnesses are classified into three (3) groups as mentioned hereunder:

Group A	Group B	Group C
First Heart Attack of Specified Severity.	Coma of Specified Severity.	Cancer of Specified Severity
Open Chest CABG	Multiple Sclerosis with Persisting Symptoms.	Benign Brain Tumor
Major Organ Transplant (Kidney or Heart)	Major Organ Transplant (Liver or Lung)	Bone Marrow Transplant.
Kidney Failure Requiring Regular Dialysis.		
Heart Valve Surgery		
Stroke Resulting in Permanent Symptoms		
Permanent Paralysis of Limbs.		

(Please refer to the complete definitions of the critical illness under Section IA of the Policy Document)

The Critical Illness Benefits under the Policy are as stated below:

Coverage event	Critical Illness Benefit	Waiting period condition
First Critical Illness claim	100% of Sum Assured. Future premium payments towards the policy are waived off.	The occurrence of a covered CI event (on diagnosis or actual undergoing of a procedure as per definition) of the first critical illness claim must have occurred after a waiting period of 90 days from the policy issuance date or date of revival of policy, whichever is later.
Second Critical Illness claim	100% of Sum Assured if critical illness event is not included in the same Group for which benefit was paid for the first Critical Illness claim.	The date of occurrence of a covered 2 <sup>nd</sup> Critical Illness event or its manifestations, must have occurred after 365 days from the date of occurrence of the first Critical Illness event. During these 365 days no benefits under the policy will be payable. However no further waiting period will be applicable post the 365 days.
Third Critical Illness claim	100% of Sum Assured if critical illness event is not included in the same groups for which benefits were paid for the first and second Critical Illness claim.	The date of occurrence of a covered 3 <sup>rd</sup> Critical Illness event or its manifestations, must have occurred after 365 days from the date of occurrence of the 2 <sup>nd</sup> Critical Illness event. During these 365 days no benefits under the policy will be payable. However no further waiting period will be applicable post the 365 days

A maximum of 3 critical claims are payable under this Policy, with a maximum of **one claim from each of the above groups.**

**2. 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 as per the conditions under Part section 3.

**3. Grace Period:**

Grace period means the specified period of time (15 days for monthly mode and 30 days for annual/ semi-annual/ quarterly premium payment modes) immediately following the premium due date during which a payment can be made to renew or continue with the Policy in force without loss of continuity benefits such as waiting periods and coverage of pre – existing diseases. Coverage is not available for the period for which no premium is received.

**PART D**

**1. Free Look Period**

If you disagree with any of the terms and conditions of the Policy, then you have the option to return the original Policy Bond along with a letter stating reasons for the objection within 15 days of receipt of the Policy Bond in case of offline Policy and within 30 days of receipt of the Policy in case of Policy sourced through distance marketing (i.e. online sales). The Policy will accordingly be cancelled and an amount equal to the Premium paid less stamp duty and medical expenses (if any) incurred by the company will be refunded to the policyholder. All Your rights under this Policy shall stand extinguished immediately on the cancellation of the Policy under the free look option.

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

For existing e-Insurance Account: For the purpose of computation of commencement of free look period, the date of delivery of email confirming the credit of the Insurance Policy by IR shall be reckoned as the starting date of 15 days period.

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. Premium Rates:**

Premium Rates are guaranteed for the first 3 years of the policy. After that, the Company may revise the premium rates (upwards or downwards) subject to experience. 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 after the prior approval of Insurance Regulatory and Development Authority.

**3. Discontinuance of due premiums**

**Lapsation of Policy**

If the policy has not acquired a surrender value and the premium is not paid on the due date or during the grace period, then the Policy shall lapse with effect from the date of such unpaid premium ('lapse date'). The Company shall notify the Policyholder regarding lapse of the Policy. Lapsation of the Policy shall extinguish all the rights and benefits which the Policy holder is entitled to under the Policy.

**4. Revival**

The effective date of Revival is the date on which the below conditions are satisfied and the risk is accepted by the Company. The Revival of the Policy may be on terms different from those applicable to the Policy before it lapsed. The Revival will take effect only on it being specifically communicated by the Company.

A Policy which has lapsed may be revived for full benefits subject to the following conditions;

- a) The application for Revival is made within five (5) years from the date of first unpaid premium
- b) Satisfactory evidence of insurability of the Life Insured is produced
- c) Payment of an amount equal to all unpaid premiums together with interest at such rate as the Company may charge for such Revival, as decided by the Company from time to time, subject to prior approval from IRDAI. The revival interest rate will be calculated on the 1<sup>st</sup> of April every year and will be derived as average of last six months 10 year G.Sec\* yield of the immediate last financial year plus 0.5%. The current revival rate of interest for FY 20-21 is 7.12% p.a.
- d) Terms and conditions as may be specified by the Company from time to time.

The revival rate for FY 20-21 is 7.12%. The effective date of revival is the date on which the above conditions are met and approved by the Company. In case of critical illness being diagnosed during the revival period, no Critical Illness benefit will be payable. If the Policy which has lapsed is not revived within the period allowed for revival, the Policy shall be terminated on the completion of the period allowed for revival. Section 8 of Part II and waiting period (as mentioned in Part I Section 2) would also be applicable afresh from the date of revival.

**5. Termination:**

The Policy will terminate on the earliest of the following:

- a) End of Coverage Term
- b) On the payment of the third critical illness claim of the Life Insured
- c) Death of the Life Insured
- d) As mentioned in section 4 Part II (Discontinuance of due premiums).
- e) Other terms and conditions as prescribed by the Insurer and communicated to the Policyholder from time to time.



**PART E**

Part E is not applicable to this Policy.

**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 – IV for reference]**

**2. Claims**

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

**Critical Illness Benefit:** Original Policy, Attending doctor's certificate; Copies of Medical Records/Test Reports/Discharge summary/Admission records of hospitals/ Histopathology & laboratory records and the Claimant's Statement. The company reserves the right to call for additional documentation, investigations and medical evaluation by company appointed physician.

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 definitions as defined & explained in Part I Section I A shall apply.

**3. Assignment and Nomination**

No assignment is allowed under this policy. Nominee is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured. Nomination or any change in nomination shall be done in accordance with section 39 of the Insurance Act 1938. Any notice of change in nomination must be notified in writing to the Company and shall take effect only after it is registered and taken on record by the Company.

**4. Misstatement of Age and Gender:**

If the correct Age of the Life Insured is different from that mentioned in the proposal form, the Company will assess the eligibility of the Life Insured for the Policy in accordance with the correct Age of the Life Insured.

If on the basis of correct Age, the Life Insured is not eligible for the Policy, the Policy shall be cancelled immediately by refunding the premium received by the Company under the Policy as per the provisions of Section 45 of Insurance Act as amended from time to time.

If the Life Insured is eligible for the Policy 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.

**5. Incorrect information and Non Disclosure**

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material for assessment of the risk in connection with issuing as well as revival of the Policy. 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 Policy. Further, if there has/had been non-disclosure of a material fact, the Company may treat your Policy as void from inception. In case fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender value, subject to the fraud or misrepresentation being established by the insurer in accordance with Section 45 of the Insurance Act, 1938.

**6. Taxation**

The tax benefits, if any, on the Policy 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 payable under the Policy. The Company reserves the right to recover statutory levies including applicable taxes by way of adjustment of the premiums paid by the policyholder.

**7. Notices**

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

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 II section 20 of the Bond for intimating about the change in existing details.

**8. 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.

**9. Policy alterations / Modifications**

Only a duly authorized officer of the Company has the power to effect changes on the Policy/Plan at the request of the Policyholder, subject to the rules of the Company and within the regulatory parameters.

**10. 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.

**11. Mode of communication**

The Company and the Policyholder may exchange communications pertaining to the Policy 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 Policyholder on merits in accordance with such communications. While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act 2000 and/ or such other applicable laws in force from time to time.

**12. Governing Laws & Jurisdiction**

The terms and conditions of the Policy 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 Policy Document and / or relating to the Policy.

**13. Exclusions under the Policy**

The below exclusions shall apply in respect of the Critical Illness benefits payable under this Policy.

- a. No benefits will be payable for a period of 48 months from the policy issue date or Revival date, whichever is later ,for any event which is a direct or indirect result of any pre-existing diseases disclosed at underwriting and/or revival stage and accepted by the company.
- b. Self-inflicted injuries, suicide, insanity, and immorality, and deliberate participation of the life insured in an illegal or criminal act.
- c. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner.
- d. War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or willful participation in acts of violence.
- e. Radioactive contamination due to nuclear accident.
- f. Injuries or diseases arising from professional sports, racing of any kind, scuba-diving, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and skydiving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement.
- g. Any critical illness or its signs or symptoms having occurred within 90 days of policy issue date or Revival date, whichever is later. Further occurrence of the same critical illness event or for which he had signs or symptoms within the waiting period, will also not be paid after the waiting period as the same is not the first occurrence during the life time of the life assured.
- h. 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.

**14. Term/s used and its meaning**

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



**PART G**

**1. Customer Service**

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

- The Agent from whom the policy was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- WhatsApp us at : 02248815768
- Email: [service@bharti-axa.com](mailto:service@bharti-axa.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  
CIN No.: U66010MH2005PLC15710

**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-axa.com](http://www.bharti-axa.com)
- Call us at our toll free no. 1800 102 4444
- Email us at [complaints.unit@bharti-axa.com](mailto:complaints.unit@bharti-axa.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  
CIN No.: U66010MH2005PLC15710

- 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  
CIN No.: U66010MH2005PLC15710

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

Development Authority (IRDA of India) of India on the following contact details:

IRDA of India Grievance Call Centre (IGCC)

TOLL FREE NO:155255

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-axa.com](http://www.bharti-axa.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]



**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.

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

**Address & Contact Details of Ombudsmen Centres**

**Office of The 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)

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**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, 6 <sup>th</sup> 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, 24 <sup>th</sup> 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).

**Policy Document-****Bharti AXA Life Triple Health Insurance Plan**

A Non Linked Non -Participating Individual Pure Risk Premium Health Insurance Plan



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> <b>Ms Poonam Bodra</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.

**Policy Document-****Bharti AXA Life Triple Health Insurance Plan**

A Non Linked Non -Participating Individual Pure Risk Premium Health Insurance Plan



Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<p><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 <b><u>U.P – 201301.</u></b></p>	<p>Tel.: 0120-2514250 / 2514252 / 2514253 Email : <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>	<p>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.</p>
<p><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, <b><u>PUNE – 411030.</u></b></p>	<p>Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>
<p><b>PATNA</b> Office of the Insurance Ombudsman, 1<sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b><u>PATNA – 800006</u></b></p>	<p>Tel.: 0612-2680952 Email id: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></p>	<p>Bihar, Jharkhand.</p>

**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.

**Annexure I: Section 38 - Assignment and Transfer of Insurance Policies**

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. Not bonafide or
  - b. Not in the interest of the policyholder or
  - c. Not in public interest or
  - d. Is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. Where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. Where the transfer or assignment is made upon condition that
    - i. The proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. Shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. May institute any proceedings in relation to the policy
  - c. Obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

***[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.]***



**Annexure II: Section 39 - Nomination by policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
3. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.

12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. Parents or
  - b. Spouse or
  - c. children or
  - d. Spouse and children
  - e. Any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e. 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

***[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.]***

**Annexure III: 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:

1. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 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 policywhichever is later.

2. 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 policywhichever 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.

3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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. ]***