

Policy Document – Bharti AXA Life Flexi Term Pro

A non-linked, non-participating, individual, pure risk premium life insurance plan

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) **Appointee** means the person registered with us in the Nominee Details specified in the Policy Schedule who is authorized to receive and hold in trust the benefits under this Policy on behalf of the Nominee/(s), if the Nominee/(s) is/are less than Age 18 on the date of payment.
 - d) **Assignment** means a provision wherein the Policyholder can assign or transfer a Policy in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time
 - e) **Base Policy** is the life insurance product issued to the Policyholder by the Company.
 - f) **Date of Commencement of Risk** is the date from which the life insurance coverage under this Policy commences, for all lives including minors, and is as specified in the Policy Schedule.
 - g) **Date of Inception of Policy** is the date on which the Policy is first issued and is as specified in the Policy Schedule.
 - h) **Death Benefit Payout Option** is the manner in which the Nominee receives the Death Benefit payable under the Policy and as specified in the Policy Schedule.
 - i) **Death Benefit** means the benefit, which is payable in event of death of Life Insured as specified in Part C of the Policy Document.
 - j) **Free Look Period** means the period specified under Part D Section 1 from the receipt of the Policy during which Policyholder can review the terms and conditions of this Policy and where if the Policyholder is not agreeable to any of the provisions stated in the Policy, he/ she has the option to return this Policy.
 - k) **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, during which time the Policy is considered to be in-force with the risk cover including risk cover under the Rider. The Policyholder gets Grace Period (30 days for annual/ semi-annual/quarterly premium payment modes and 15 days for monthly mode) to pay the unpaid Premium due under the Policy and the benefits under the Policy will remain unaltered during this period.
 - l) **Life Insured** is the person named in the Policy Schedule and whose life is covered under the Policy.
 - m) **Lapse** is the status of the Policy where the Policy has not acquired a Surrender Value and Premium due is not paid on the due date or before the expiry of Grace Period.
 - n) **Maturity Date** is the date on which the Policy Term concludes and is specified as such in the Policy Schedule
 - o) **Nominee** is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured before Maturity Date as per the provisions of Section 39 of Insurance Act, 1938 as amended from time to time.
 - p) **Paid Up** is the status of the Policy if Premiums have been paid for at least 2 full Policy Years and thereafter Premiums are not paid within the Grace Period.
 - q) **Policy** means Bharti AXA Life Flexi Term Pro along with the unique Policy number issued to You as mentioned in the "Policy Schedule"
 - r) **Policy Document** means and includes the proposal form for insurance submitted by the Policyholder, the benefit illustration signed by the Policyholder, the Policy Schedule, the first Premium receipt, any attached endorsements or supplements together with all the addendums provided by the Company from time to time.
 - s) **Policy Schedule contains** amongst others, the details of the Policyholder and the Life Insured which forms an integral part of the Policy.
 - t) **Policy Term** is the number of Policy Years for which the Policy is in-force, commencing from the Date of Commencement of Risk and ending on the Maturity Date as mentioned in the Policy Schedule.
 - u) **Policy Year** is measured from the Date of Commencement of Risk and is a period of twelve consecutive calendar months and includes every subsequent twelve consecutive calendar months.
 - v) **Policyholder/Proposer** is the owner of the Policy whose name is mentioned in the proposal form.
 - w) **Premium** is the amount payable by the Policyholder on the due dates in a Policy Year, including modal factors as per the mode chosen by the Policyholder.
 - x) **Premium Payment Term** means the number of Policy Years for which the Policyholder is required to pay the Premium due under the Policy.
 - y) **Revival** means reviving the Policy after the Policyholder has paid all due Premiums in accordance with the terms and conditions of this Policy and the Company's underwriting norms, if any.
 - z) **Revival Period** is the time of 5 years from the date of the last unpaid Premium due date and is the period available to the Policyholder to revive the Policy.

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- aa) **Rider** is an optional insurance cover which is purchased along with the Base Policy. It provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read along with Base Policy.
 - bb) **Rider Premium** is the premium payable for the Rider/(s) chosen by the Policyholder and is mentioned in the Policy Schedule.
 - cc) **Sum Assured** is the absolute amount of benefit chosen by the Policyholder at the Date of Inception of the Policy and specified in the Policy Schedule.
 - dd) **Sum Assured on Death** means an absolute amount of benefit which becomes payable on death of the Life Insured in accordance with the terms and condition of the Policy.
 - ee) **Sum Assured on Maturity** means the amount payable on survival of the Life Insured on the Maturity Date in accordance with Part C of this Policy.
 - ff) **Surrender** means complete withdrawal of the Policy by the Policyholder thereby resulting in termination of the Policy.
 - gg) **Surrender Value** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Policy.
 - hh) **The Company / Company** means Bharti AXA Life Insurance Company Limited.
 - ii) **Total Premiums Paid** means total of all the Premiums received, excluding any extra premium, any Rider Premium and taxes.
 - jj) **You/Your/Yours** refers to the Policyholder
- 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'**

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PART C Benefits payable

1 a) Death Benefit

Upon death of the Life Insured, during the Policy Term provided the Policy is in-force and all due Premiums till the date of death have been received in full, we will pay the

For Single Pay,

- ♦ 11 times Single Premium
- ♦ Absolute amount assured to be paid on death equal to the Sum Assured

Death Benefit to the Nominee, depending upon the Option in force under the Policy, where the Death Benefit is the Sum Assured on Death, is the highest of:

For Regular/Limited Pay,

- ♦ 11 times Annualized Premium
- ♦ 105% of all Total Premiums Paid as on date of death
- ♦ Absolute amount assured to be paid on death equal to the Sum Assured

*Annualized Premium shall be the premium payable in a year chosen by the policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.

The Death benefit payable in accordance with the following table:

Option in force under the Policy	Treatment of the Policy
Single Life Option	Upon death of the Life Insured, during the Policy Term, provided the Policy is in-force and all due Premiums till the date of death have been received in full; the Death Benefit will be payable immediately to the Nominee.
Joint Life Option	<p>i. Upon the death, with respect to the Primary Life Insured, provided that the Secondary Life Insured is alive, Policy is in-force and all due Premiums till the date of death have been received in full, the Death Benefit will be payable immediately and subsequent due Premiums for the surviving Secondary Life Insured will be waived off for the remaining Premium Payment Term, and risk cover for the Secondary Life Insured will continue for the remaining Policy Term.</p> <p>ii. Upon the death, with respect to the Secondary Life Insured, provided that the Primary Life Insured is alive, Policy is in-force and all due Premiums till the date of death have been received in full, the Death Benefit will be payable immediately. The risk cover under the Policy for the Primary Life Insured will continue for the remaining Policy Term subject to payment of all due Premiums in full during the remaining Premium Payment Term.</p> <p>iii. In the event of simultaneous death of both lives insured under the Policy, provided the Policy is in-force and all due Premiums till the date of death have been received in full, the Death Benefit will be payable immediately to the Nominee.</p> <p>If the Secondary Life is a non-working spouse, then the Sum Assured shall be 50% of Sum Assured of the Primary Life Insured subject to a maximum Sum Assured of Rs. 50,00,000.</p> <p>If the Secondary Life is a working spouse, the Sum Assured can vary subject to a maximum of the Sum Assured of the Primary Life. The working status of the spouse would be identified at the time of proposal.</p>

The Death Benefit shall be payable subject to the exclusions as mentioned in the Policy Document.

Subject to the exclusions as mentioned in the Policy Document, the death benefit shall be payable for death under all situations (including death during declared or undeclared war, civil commotion, invasion, terrorism, Naxalite Operation and hostilities).

b) Death Benefit Payout Option

At inception of the Policy, the Policyholder has to choose the Death Benefit Payout Option from one of the three options below:

- ♦ Lumpsum: Under this mode, 100% of the Death Benefit (as defined in 1(a) above) will be paid immediately on death as lumpsum.

- ♦ Monthly Income: Under this mode, the Death Benefit will be paid as 1.04% of the Sum Assured every month in the form of Monthly Income, payable for 10 years (120 installments) with the first installment being payable immediately on death.

For OYT, under this mode, Death Benefit will be paid as 1.0% of the Sum Assured every month in the form of Monthly Income, payable for 10 years (120 installments)

- ♦ Lumpsum plus Monthly Income: Under this mode, 50% of the Death Benefit will be paid immediately on death as lumpsum and the remaining 50% of the Death Benefit will be paid as 0.93% of the total Sum Assured every month in the form of Monthly Income, payable for 5 years with the first installment being payable immediately on death.

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For non-OYT, the Nominee/beneficiary will have an option to take the monthly Income, if any, as a lump sum. This option is only available at the time of death before the payment of the first installment of the Death Benefit. The lump sum shall be calculated as a Present Value of annual/monthly Incomes discounted at 5% p.a. This rate may be revised subject to prior approval from IRDAI.

Under OYT, the nominee shall receive the lump sum or the monthly income payout, as chosen at policy inception. The payment of the first installment of the monthly income payout will be immediately on the date of death.

In case the nominee dies during the monthly income payout period, the present value of the outstanding Monthly Incomes shall be paid to as a lump sum to the legal heir of Life Insured. The lump sum shall be calculated as the Present Value of outstanding Monthly Incomes discounted at 5% p.a. This rate may be revised subject to prior approval from IRDAI.

c) Increasing Sum Assured Option

This option is not available for policies purchased under Single Premium paying policies.

Under the Regular Premium and Limited Premium (Pay till 60 option) and only for To Age policy terms, the Policyholder will have an option to increase the Sum Assured twice during the Policy Term, without undergoing any further medical examination, provided that at the time of exercising this option, the outstanding Policy Term is at least 10 Policy Years and the Policyholder's Age is not over 45 years (Age at last birthday). The Policyholder can increase the Sum Assured by an amount equal to 50% of the Sum Assured chosen at one instance.

The cumulative increase of Sum Assured is capped to 100% of the Sum Assured chosen at inception.

The option to Increase Sum Assured has to be chosen at inception of the Policy. This option is not available under Joint Life option and With Return of Premium Option.

The increase in Sum Assured shall be effective from the Policy Anniversary following the exercise of the options, and additional Premium shall be collected for the additional Sum Assured, where the premium rate shall be based on the Age of the Policyholder and the outstanding Policy Term, as on the Policy Anniversary following the selection of this option.

The Death Benefit shall become payable subject to the Policy being in force as on the date of death of Life Insured, subject to acceptance of the claim by the Company. We shall pay the Death Benefit as per the Death Benefit Payout Option chosen by the Policyholder at the inception of the Policy as stated in the Policy Schedule.

Under Single Life Option- In case of the death of the Life Insured during the Grace Period, the Death Benefit shall become payable after deducting the unpaid due Premium and the Policy will be terminated.

Under Joint Life option - In case of death of either of the Life Insured during the Grace Period, the Death Benefit after deducting the unpaid due premium shall be payable and the Policy will continue for the surviving life insured.

In case of simultaneous death of both the Life Insured during the Grace Period, the Death Benefit after deducting the unpaid due premium shall be payable and the Policy will be terminated.

For details of the Grace Period, please refer to Part C Section 4.

In case of the death of the Life Insured while the Policy is in Lapse status and it is not revived within revival period, no benefit shall be payable and the Policy will automatically terminate.

If a Policy in Lapsed status is revived within the Revival Period, all benefits under the Policy will be restored.

2. Maturity Benefit

In case the Life Insured survives until the Maturity Date and all due Premiums have been received, the Sum Assured on Maturity (calculated as below) will be payable as a lump sum to the Policyholder.

Sum Assured on Maturity is calculated as the sum of the Total Premiums Paid and received, till the Maturity Date.

Maturity Benefit is only available where With Return of Premium option is in force under the Policy. No Maturity Benefit shall be payable if the Without Return of Premium option is in force under the Policy.

3. Payment of Premium

- i. You are required to pay Premiums on the due dates and for the amount specified in the Policy Schedule.
- ii. You are required to pay Premiums for the entire Premium Payment Term.
- iii. If Single Pay option has been chosen by You, only one Premium is to be paid and no future Premiums are payable.
- iv. Premium payment modes available under the Policy are annual, semi-annual, quarterly and monthly. Quarterly and monthly payment modes will be available only payment/s made through auto pay mode.
- v. If the Policyholder discontinues the payment of Premiums, the Policy will be treated as Lapsed or Paid-up or terminated as per the conditions under Part D section 2.

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4. Grace Period

Grace period is the time extended by the Company to allow 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 unpaid Premium due under the Policy and the benefits under the Policy will remain unaltered during this period. i.e. the Policy will be in force including risk cover under the rider.

In case of the death of the Life Insured (or on simultaneous death of both the Life Insureds in Joint Life option) during the Grace Period, the Death Benefit shall be payable after deducting the unpaid due Premium and the Policy will automatically be terminated.

In case of death of either of the Life Insured in the Joint Life during the Grace Period, the Death Benefit shall be payable after deducting the unpaid due Premium, and the risk cover under the Policy will continue for the surviving Life Insured.

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PART D

1. Free Look Period

If Policyholder 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 Document in case of offline solicitation and within 30 days of receipt of the Policy in case of electronic Policy & a policy sourced through distance marketing (i.e. online sales). 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 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: 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 due premiums

a. Lapsation of Policy

In case you do not pay the due premiums within the Grace Period, the policy will lapse with effect from the date of such unpaid premium ('lapse date') and your insurance cover will cease to exist

Option in force under the Policy	Treatment of the Policy
Without Return of Premium– Single Life Option	If the Premiums have not been paid within the respective Grace Period allowed, then the Policy will Lapse with effect from the date of such unpaid Premium.
Without Return of Premium– Joint Life Option	i. If Primary Life Insured does not pay the due premiums within the respective Grace Period, the policy for both Life Insureds shall lapse with effect from the date of such unpaid premium. ii. If Secondary Life Insured does not pay the due premiums within the respective Grace Period the policy for Secondary Life Insured shall lapse with effect from the date of such unpaid premium. The cover for Primary Life Insured shall continue provided the premiums are paid.
With Return of Premium Option	If the Premiums have not been paid within the respective Grace Period allowed and before the Policy acquires Surrender Value, then the Policy will Lapse with effect from the date of such unpaid Premium.

Lapsation of the Policy shall immediately and automatically extinguish all the rights and benefits which the Policyholder is entitled to under the Policy. In case of the death of the Life Insured while the Policy is in Lapse status, no benefit shall be payable and the Policy will terminate.

If a Policy in lapsed status is revived within the revival period, all benefits will be restored.

b. Paid Up Policy

Paid Up benefits under the Policy will be available if With Return of Premium Option is in force under the Policy.

If the Premiums have not been paid within the respective Grace Period allowed due to any reason, the Policy will automatically be converted into Paid Up status on expiry of the Grace Period. Once the Policy becomes Paid Up, all the benefits under the Policy would be reduced and calculated as given below.

Paid Up Benefits	Paid Up Benefits Payable
Death	Paid Up Sum Assured on Death
Maturity	Paid Up Sum Assured on Maturity
Surrender	Higher of: 1. Special Surrender Value (SSV) = Special Surrender Value Factors * Total Premiums Paid until date of Paid Up status (excluding any underwriting extra and any applicable taxes) / 1000 2. Guaranteed Surrender Value (GSV) = Guaranteed Surrender Value Factor * Total Premiums Paid until date of Paid Up (excluding any underwriting extra and any applicable taxes)

Where,

Paid up Sum Assured on Death = (No of Premiums received / No of Premiums payable) X Sum Assured on Death;

Paid up Sum Assured on Maturity = (No of Premiums received / No of Premiums payable) X Sum Assured on Maturity

The Special Surrender Value (SSV) factors are not guaranteed and may be changed from time to time, subject to prior approval from IRDAI.

The timing of reduced benefits under a Paid Up Policy remains unaltered.

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3. Surrender

A. Under Without Return of Premium Option and one year term option, The Policy shall not acquire Unexpired Risk Premium under the Regular Premium Payment option.

The Unexpired Risk Premium will be acquired only under the Single Premium payment and Limited Premium payment options.

Under Single Premium Payment policies, the Policy acquires Unexpired Risk Premium immediately after receipt of Single Premium.

Under Limited Premium Payment policies, the Policy acquires Unexpired Risk Premium after receipt of the first two Annualized Premiums.

In Addition to above, under Joint Life option, the treatment of the Policy shall be as follows on Surrender:

i. In the event that the Primary Life Insured Surrenders the Policy, the Unexpired Risk Premium shall be payable immediately and the risk cover under the Policy automatically terminates for both lives insured under the Policy.

ii. In the event that Secondary Life Insured Surrenders the Policy, the Unexpired Risk Premium shall be payable immediately to the Secondary Life Insured, and the risk cover under the Policy only in respect of the Primary Life Insured shall continue. Where the waiver of premium is triggered under the Policy, no Unexpired Risk Premium shall be payable to the Secondary Life Insured.

Where, the Unexpired Risk Premium will be payable immediately on Surrender of the Policy, as per the formula below :

Unexpired Risk Premium = $70\% \times P \times (U/T) \times (P/PP)$

where:

P = Premiums received until the date of Surrender of the Policy, excluding applicable taxes, modal loadings and underwriting extra, if any

U = Outstanding Policy Term (in months)

T = Policy Term (in months)

PP = Total Premiums payable excluding applicable tax, modal loadings and underwriting extra, if any

No Unexpired Risk Premium will be payable for regular pay option.

B. With Return of Premium Option

The Policy shall acquire a Surrender Value after payment of two Annualized Premiums.

The Surrender Value payable shall be higher of the Special Surrender Value (SSV) or Guaranteed Surrender Value (GSV)
Guaranteed Surrender Value (GSV) = Guaranteed Surrender Value Factor * Total Premiums Paid and received until the date of Surrender (excluding any underwriting extra and any applicable taxes)

Special Surrender Value (SSV) = Total of premiums paid till Date of Surrender (excluding any underwriting extra and any applicable taxes) * SSV Factor/1000

The Guaranteed Surrender Value factors (as a % of Premiums Paid for Single Pay) are as mentioned in the table below:

Premiums Paid	GSV Factors
1-3	75%
4 and above	90%

The Guaranteed Surrender Value factors (as a % of Premiums Paid for Regular and Limited Pay) are as mentioned in the table below:

Premiums Paid	GSV Factors
1	0%
2	30%
3	35%
4 - 7	50%
8 and above	51% - 90%

The Special Surrender Value (SSV) factors are not guaranteed and may be changed from time to time, subject to prior approval from IRDAI.

4. Revival

Revival shall be as per the Company's Board approved underwriting policy.

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 after it is specifically communicated by the Company.

A Policy which has Lapsed or Paid Up may be Revived for full benefits under the Policy subject to the following conditions;

- The application for Revival is made within the Revival Period
- Satisfactory evidence of insurability of the Life Insured is produced
- 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 a simple interest rate calculated on the 1st 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 21-22 is 6.57% p.a.
- The Revival has been specifically communicated in writing by the Company.
- Terms and conditions as may be specified by the Company from time to time.

*The source of 10 year G-sec is The Clearing Corporation of India Ltd (ccilindia.com) Negotiated Dealing System – Order Matching (NDS-OM) Platform.

i. If the Policy is in Lapsed status (Before the Policy acquires Surrender Value):

- ♦ And not revived within the Revival Period, the Policy shall be immediately and automatically terminated on the expiry of the Revival Period and no benefits shall be payable.
- ♦ And is revived within the Revival Period, all benefits under the Policy will be restored.
- ♦ In case of death of the Life Insured during the Revival Period, no benefit is payable to the Nominee(s)/legal heirs.

ii. If the Policy is in Paid Up status (After the Policy acquires Surrender Value):

- ♦ If a Policy in Paid Up status is not revived within the Revival Period, the Policy shall continue in Paid Up status. The benefits under a Policy in Paid up status shall be reduced to Paid Up benefits. For details, refer to Part D, Section 2(b).
- ♦ If a Policy in Paid Up status is revived within the Revival Period, all benefits will be restored.

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5. Suicide Exclusion

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. For Joint Life, the suicide exclusion described above applies in the event of suicide of either the Primary Life Insured or the Secondary Life Insured. In the event of suicide of Secondary Life Insured, the life cover shall continue for the Primary Life Insured subject to payment of premiums. In the event of suicide of Primary Life Insured, the policy will be terminated for both Life Insureds and the nominee or beneficiary shall be entitled to at least 80% of the total premiums paid by both Life Insureds till the date of death of Primary Life Insured or the surrender value available to both Life Insureds as on the date of death, whichever is higher.

6. Riders

In case the Policyholder opts for a Rider, the Company will issue the Rider subject to its underwriting guidelines and provided that the outstanding term of the Base Policy on the date of opting is at least equal to 5 years. The Policy Term of the Rider shall be less than or equal to the Premium Payment Term of the Base Policy. The Rider Premium pertaining to health related or critical illness Riders shall not exceed 100% of Premium under the Base Policy, the Rider Premiums under all other life insurance Riders put together shall not exceed 30% of Premiums under the Base Policy and any benefit arising under each of the above mentioned Riders shall not exceed the Sum Assured under the Base Policy.

7. Termination

The Policy will terminate on the earliest of the following:

- At the end of Revival Period in case of Lapsed Policy as mentioned in Part D section 4(a) or
- On the date the Company pays the Surrender Value/Unexpired Risk Premium, as applicable, or
- Upon receipt of written intimation about the death of Life Insured along with a supporting document to the satisfaction of the Company and on payment of Death Benefit thereof, or
- Acceptance of Free look request by the Company, or
- Upon receipt of notification of death of the Life Insured due to suicide.

8. Loan

Loan is not available under this Policy.

9. Policy alterations / Modifications

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

10. Advance Premium

For monthly premium payment mode policies, the Company may accept 3 months Premium in advance only on the Date of Inception of the Policy.

In case of advance Premium:

- ♦ Collection of advance Premium shall be allowed within the same financial year for the Premium due in that financial year.
- ♦ The Premium so collected in advance shall only be adjusted on the Premium due date.

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PART E
Part E is not applicable to this Policy.

PART F

1. Fraud And Misstatement

Fraud, Misstatement 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. Claims

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

For Maturity Benefit: Claimant's Statement, KYC Documents and personalized cancelled cheque of the Claimant or beneficiary.

For Death Benefit (other than death due to Accident/natural death): The original Policy (entire booklet), Copy of Death Certificate of the Life Insured, Claimant's Statement, KYC Documents, personalized cancelled cheque of the Claimant or beneficiary and Copy of medical records pertaining to treatment taken by the insured such as admission notes, discharge / death summary, test report etc. available, if any.

For Death Benefit (death due to Accident/Unnatural death): First Information Report (FIR) and Post Mortem report is required in addition to the documents required for Death Benefit (other than death due to Accident/ natural death) as mentioned above.

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.

Easy ways of claim intimation

- ♦ Walk in to your nearest Bharti-AXA Life Branch
- ♦ Call us Toll Free: 1800-102-4444*
- ♦ E-mail us: lifeclaims@bharti-axa.com
- ♦ Have us call you*
- ♦ Submit online claim through our website www.bharti-axa.com

*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

3. 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.

4. Assignment and Nomination

Assignment: Assignment shall be in accordance with the provisions of sec 38 of the 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]

Nomination: Nomination shall be in accordance with the provisions of sec 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in appendix – II for reference]

5. Issuance of Duplicate Policy:

The Policyholder can request for a duplicate copy of the Policy at Bharti AXA Life offices. While making an application for duplicate Policy the Policyholder is required to submit a notarized original indemnity bond. No additional charges may be applicable for issuance of the duplicate Policy.

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 G section 1 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.

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9. 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.

10. 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.

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PART G

1. **Customer Service**

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

- ♦ The nearest branch office
- ♦ The Advisor through whom the Policy was bought
- ♦ The Customer Service Representative of The Company at toll free no. 1800 102 4444
- ♦ WhatsApp us 'Hi' at 02248815768
- ♦ Email: service@bharti-axa.com
- ♦ Mail to: Customer Service
Bharti AXA Life Insurance Company Ltd. Spectrum tower, 3rd Floor, Malad link road, Malad (west), Mumbai 400064. Maharashtra'

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
- ♦ Call us at our toll free no. 1800 102 4444
- ♦ Email us at complaints.unit@bharti-axa.com
- ♦ Write to us at:

Registered Office:

Bharti AXA Life Insurance Company Ltd., Unit No. 1902, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Behind MCA Ground, Bandra East, Mumbai-400051, Maharashtra'

Grievance Redressal Cell

Bharti AXA Life Insurance Company Ltd., Spectrum tower, 3rd Floor, Malad link road, Malad (west), Mumbai 400064. Maharashtra'

- ♦ 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 provided or if you have not received any response post completion of 14 days, you may write to Head - Customer Service for resolution at the above mentioned address or email at: 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 Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDA of India) on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE
NO: **1800 4254 732** or 155255
Email ID: complaints@irdai.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by paper:

General Manager
Insurance Regulatory and Development Authority of India (IRDAI)
Consumer Affairs Department – Grievance Redressal Cell.
Sy.No.115/1, Financial District, Nanakramguda,
Gachibowli, Hyderabad – 500 032

UIN: 130N103V02

Step 3: If you are not satisfied with the resolution provided by the Company

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Delay in settlement of claim
- Partial or total rejection of claim
- Dispute with regard to premium
- Misrepresentation of policy terms and conditions
- Legal construction of the policy in so far as dispute related to claim
- Grievance relating to policy servicing
- Issuance of policy which is not in conformity with proposal form
- Non- issuance of your insurance document and
- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 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 hereinabove.

The complaint should be made in writing duly signed by the complainant or through his legal heirs, Nominee(s)/legal heirs in case of death Aof the Nominee(s) or assignee, and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer 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. As per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made, within a period of one year provided it is not simultaneously under any litigation:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer; or
- The complainant had not received any reply within a period of one month after the Insurer received his representation; or
- The complainant is not satisfied with the reply given to him by the insurer.

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."

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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.

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

Address & Contact Details of Ombudsmen Centres

Council for Insurance Ombudsmen (Monitoring Body for Offices of Insurance Ombudsman)
3rd Floor, Jeevan Seva Annexe, S V Road, Santacruz (West), Mumbai – 400054.
Tel no: 022-26106671/6889/980. Email id: inscoun@cioins.co.in website: www.cioins.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.

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List of Ombudsman (For the updated list you may refer to IRDAI website)

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001	Tel.: 079 - 25501201/02/05/06 Email id: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Smt Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU – 560 078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL - Smt Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL- 462 003.	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email id: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email id: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, CHANDIGARH-160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email id: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri M Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email id: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email id: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI - Shri Kiriti .B .Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001(ASSAM)	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email id: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri I.Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email id: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Smt Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi II, Ground Floor, Bhawani Singh Marg, JAIPUR – 302005.	Tel.: 0141 - 2740363 Email id: bimalokpal.jaipur@cioins.co.in	Rajasthan

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ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, <u>ERNAKULAM-682 015.</u>	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email id: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Building, Annexe, 4 th Floor, 4, C.R.Avenue, <u>KOLKATA - 700072</u>	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email id: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, <u>LUCKNOW-226 001.</u>	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email id: bimalokpal.lucknow@cioins.co.in	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.
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u>	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email id: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road, Naya Bans, Sector-15, Distt. Gautam Buddh Nagar <u>U.P – 201301.</u>	Tel.: 0120-2514250 / 2514252 / 2514253 Email id: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahar, 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.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 rd Floor, C. T.S No.s 195 to 198, N.C. Kelkar Road, Narayan Peth, <u>PUNE – 411030.</u>	Tel.: 020-41312555 Email id: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
PATNA Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <u>PATNA – 800006</u>	Tel.: 0612-2680952 Email id: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.

BEWARE OF SPURIOUS/FRAUD PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS!!

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.

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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 policy

Such 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), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014.]

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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
 - b. Spouse
 - c. children
 - 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), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014.]

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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 policy
 whichever 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 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.
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), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014.]