

Bharti AXA Life Premium Waiver Rider, A Non-Linked Non-Participating Individual Life Insurance Rider

We all work towards the wellbeing of our family to safeguard their present and ensure their future is financially secure. Be it your child's higher education, planning a family holiday or a secure retirement, we want to provide the best to our loved ones. Even in case of any eventuality, you prepare for the future to ensure your family maintains the same living standards and has a financially secure future. But what if you are unable to earn and pay your premiums because of unexpected events such as accident or critical illness.

At Bharti AXA Life, we understand this & have decided to act. We bring to you Bharti AXA Life Premium Waiver Rider, a non-linked regular-pay Waiver of Premium rider, which allows you to accrue your insurance policy benefits even if you're unable to pay your future premiums due to the occurrence of any unforeseen events such as a critical illness, Disability or Death.

About us:

Bharti AXA Life Insurance is a joint venture between Bharti, one of India's leading business groups with interests in telecom, agri business and retail, and AXA, one of the world's leading company or group in financial protection and wealth management. The joint venture company has a 51% stake from Bharti and 49% stake of AXA.

As we further expand our presence across the country with a large network of distributors, we continue to provide innovative products and service offerings to cater to specific insurance and wealth management needs of customers. Whatever your plans in life, you can be confident that Bharti AXA Life will offer the right financial solutions to help you achieve them.

Benefits of Premium Waiver Rider

1. Life Insured has the option to choose from 2 alternatives of Premium Waiver rider. This rider can be attached to individual non linked products.

Option 1

Waiver of Premium on Death or Total and Permanent Disability provides benefit of waiving off all future premiums due and payable under the Base Policy either on Death or on Total and permanent disability of the Life Insured.

Conditions for Total and permanent disability:

- In order for a benefit to be payable, the disability must have persisted continuously for a period of at least 180 days and must, in the opinion of a suitable medical practitioner, appointed by the Insurance company, be deemed permanent.
- Claim for Total and Permanent Disability will only be accepted if it has occurred after 90 days from the date of issue/date of revival of the rider.

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Option 2

Waiver of Premium on Critical Illness provides the benefit of waiving off all future premiums due and payable under the Base Policy on the confirmed diagnosis of the Life Insured suffering from any one of the 11 critical illnesses covered under the Rider.

Critical Illness covering 11 conditions are:

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

Conditions for Critical Illness:

- Claim for critical illness will only be accepted if the illness has occurred after 90 days from the date of issue/date of revival of the rider
- The Life Insured should survive for 30 days following the date of diagnosis of Critical Illness. No benefit is payable if Life Insured dies within 30 days from the date of diagnosis

2. Non-forfeiture benefits

- There is no surrender value or paid-up value available on this rider. On surrender of the base plan no rider benefit will be paid
- The rider benefit will cease immediately if the base plan is terminated. The rider cover will also cease when a claim is paid

3. Taxes

- You may be eligible for tax benefits under Income Tax Act, 1961, if you choose option 1 of Premium Waiver Rider
- You may also be eligible for tax benefits under Income Tax Act, 1961, if you chose option 2 of Premium Waiver Rider

The tax benefits are subject to change as per change in Tax laws from time to time.

Rider at a Glance

Parameters	
Minimum age at entry	18 years
Maximum age at entry	65 years
Maximum age at maturity	70 years
Option 1	Can be opted on the Life of Policyholder if the Life Insured and Policyholder under the base policy are different
Option 2	Can be opted on the Life of Policyholder if Life Insured and Policyholder under the base policy are different or Can be opted on the Life of Life Insured if Life Insured and Policyholder under the base policy are same.
Rider term	Equal to the premium paying term of the base plan
Premium Paying Term	Equal to the premium paying term of the base plan
Frequency of payment	Same as base policy. Modal factors will also be same as the base plan.

Please note that the premiums applicable will be different for standard and substandard lives.

Maximum rider premium will be restricted to 30% of the base product premium.

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The Premium pertaining to health related or critical illness riders shall not exceed 100% of premium under the Base Policy, the 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.

Prohibition of Rebate: **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 or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:
2. Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakh rupees.

SECTION 45 OF INSURANCE ACT 1938

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. *[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in appendix – I for reference]*

Terms and conditions:

1. Free look period:

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

If the 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 email 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 (eIA) 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. The rider can be attached only at inception of the base plan.
3. Life Insured under the rider is the Policyholder of the base plan.

4. Grace period for non-forfeiture provisions:

Grace period is same as the base plan. In case the rider premium is not paid within the grace period, the rider will be terminated.

5. Revival

As per the base plan

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6. Exclusions

I. General Exclusion

Suicide:

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

II. Exclusions for Total and Permanent Disability Benefit (applicable for Premium Waiver rider Option 1 only)

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

- Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane
- Any condition that is pre-existing at the time of inception of the policy. Benefits under this policy will not be available for any pre-existing condition(s) as defined below until 48 consecutive months of continuous coverage have elapsed since first policy year. In case of revival or revival of the policy, only the remaining part, if any, of the 48 months waiting period applies. For the purpose of this exclusion the pre-existing illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or through any other evidence provided to the company
- Pre-existing condition is defined as “Any condition, ailment, injury or disease: a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or (b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months Prior to the effective date of the policy issued by the insurer or its reinstatement”

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

Medical Practitioner shall not include:

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

- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion
- Service in the armed forces, of any country at war or service in any force of an international body
- Taking part in any naval, military or air force operation during peace time
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent
- Engaging in or taking part in hazardous activities, including but not limited to, diving or riding or any kind of race, martial arts, hunting, mountaineering, parachuting, bungee-jumping, underwater activities involving the use of breathing apparatus or not; Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not
- Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable

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III. Exclusions for Waiver of premium on Critical Illness Benefit (applicable for Premium Waiver rider Option 2 only)

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

- Any condition that is pre-existing at the time of inception of the policy. Benefits under this policy will not be available for any Pre-Existing condition(s) as defined below until 48 consecutive months of continuous coverage have elapsed since first policy year. In case of revival or revival of the policy, only the remaining part, if any, of the 48 months waiting period applies. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or through any other evidence provided to the company
- Pre-existing Disease means any condition, ailment, injury or disease:
 - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
 - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
- Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent
- Use of intoxicating drugs/alcohol/solvent, taking of drugs except under the direction of a qualified medical practitioner
- War, civil commotion, breach of law, invasion, hostilities, rebellion, revolution, military or usurped power or willful participation in acts of violence
- Radioactive contamination due to nuclear accident
- Engaging in or taking part in hazardous activities, including but not limited to, diving or riding or any kind of race, martial arts, hunting, mountaineering, parachuting, bungee-jumping, underwater activities involving the use of breathing apparatus or not, Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not
- Any critical illness or its signs or symptoms having occurred within 90 days of policy issue date or revival date
- Any external congenital anomaly: Congenital anomaly which is in the visible and accessible parts of the body. Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position
- Diseases that have previously occurred to the Life Insured (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by the Company or another insurer)

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

Medical Practitioner shall not include:

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

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

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7. Definitions

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

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

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

Attained Age below 60: Meeting any of the 3 definitions below. Attained Age 60 and above until 70: Meeting 2nd or 3rd definition below.

TPD benefit ceases upon attainment of Age 70 years.

Definition 1: Unable to work

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

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

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

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

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 60 years. TPD benefit can be claimed only once in the life time.

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

Definition 2: Loss of use of limbs or sight

The Person Insured suffers from total and irrecoverable loss of:

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

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

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

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

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

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Definition 3: Loss of independent living

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

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

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

The tasks are:

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

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

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

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

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

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

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

(a) Myocardial Infarction (First Heart Attack - Of Specified Severity)

- I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
 - i. A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain);
 - ii. New characteristic electrocardiogram changes;
 - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

- i. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure
- ii. Other acute Coronary Syndromes
- iii. Any type of angina pectoris

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(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 (Kidney/liver/lung/heart)

- I. The actual undergoing of a transplant of:
 - i. One of the following human organs: heart/liver/lung/kidney that resulted from irreversible end-stage failure of the relevant organ; or
 - ii. Human bone marrow using 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 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 extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
 - i. Transient ischemic attacks (TIA)
 - ii. Traumatic injury of the brain
 - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions

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(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.
- II. Neurological damage due to SLE is excluded.

(i) Cancer Of Specified Severity

- I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded:
 - i. All Tumours which are historically described as carcinoma in situ, benign, premalignant, 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;

(j) Bone Marrow Transplant

- I. The actual undergoing of a transplant of:
 - i. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
 - i. Other stem-cell transplants
 - ii. Where only islets of langerhans are transplanted

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(k) Permanent Paralysis Of Limbs

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

(l) Benign Brain Tumour:

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

Disclaimer



- This rider brochure is indicative of terms, conditions, warranties and exceptions contained in the Policy. This document is not a contract of insurance and must be read in conjunction with the Policy Document.
- Rider benefits are available at additional cost & are optional.
- Bharti AXA Life Insurance Co. Ltd. is the name of the Company and Bharti AXA Life Premium Waiver Rider is only the name of the rider and does not in any way represent or indicate the quality of the rider or its future prospects.
- Tax benefits are as per the Income Tax Act, 1961, and are subject to any amendments made thereto from time to time.
- Bharti AXA Life Insurance Company Limited.

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UIN No. 130B005V04, Advt NO. II-Mar-2021-2707-Vr02

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.

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Appendix 1: 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 yrs from
 - a. The date of issuance of Policy or
 - b. The date of commencement of risk or
 - c. The date of reinstatement 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 reinstatement 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 1 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.
07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
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.]