Part B

1. **Definitions:** (meaning of technical words used in Policy Document)
   a. **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
   b. **Activities of Daily Living** are:
      1. Washing: 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. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
      4. Mobility: the ability to move indoors from room to room on level surfaces;
      5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
      6. Feeding: the ability to feed oneself once food has been prepared and made available.
   c. **Age** is the Age at last birthday, in completed years.
   d. **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.
   e. **Appointee** means the person appointed by You to receive the benefits payable under the Policy till Your Nominee is a minor.
   f. **Base Policy** is the life insurance product chosen by the Policyholder out of the various products offered by the Company.
   g. **Base Sum Assured** means an absolute amount of benefit which is chosen by Policyholder at time of inception and will be used to calculate the Death Benefit
   h. **Date of Commencement of Risk** is the date from which the Life Insurance coverage under this Policy commences and is as specified in the Policy Schedule.
   i. **Date of Inception of Policy** is the date on which the Policy is issued and is as specified in the Policy Schedule.
   j. **Death Benefit** means the benefit, which is payable in event of death of Life Insured as specified in the Policy Document
   k. **Death Benefit Payout Option i**s the manner in which the Nominee receives the Death Benefit payable under the Policy and as specified in the Policy Schedule.
   l. **Grace Period** is the time extended by the Company to facilitate the Policyholder to pay the unpaid premium, in case the premium/s had not been paid as on the due date. The Policyholder gets Grace Period (30 days for annual/ semi-annual/quarterly premium payment modes and 15 days for monthly mode) to pay the unpaid premium due under the Policy and the benefits under the Policy will remain unaltered during this period.
   m. **Hospital** means any institution established for in-patient care and day care treatment of sickness and/or injuries and which has been registered as a Hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:
      I. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
      II. has qualified nursing staff under its employment round the clock;
      III. has qualified Medical Practitioner(s) in charge round the clock;
      IV. has a fully equipped operation theatre of its own where surgical procedures are carried out;
      V. maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
   n. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
      i. **Acute condition** – Acute condition is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery
      ii. **Chronic condition –** A chronic condition is defined as a disease, Illness or Injury that has one or more of the following characteristics:
         a. It needs ongoing or long term monitoring through consultations, examinations, check-ups, and/or tests
         b. It needs ongoing or long term control or relief of symptoms
         c. It requires rehabilitation for the patient or for the patient to be specially trained to cope with it
         d. It continues indefinitely
         e. It recurs or is likely to recur
   o. **Injury** means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner
   p. **Lapse** is the status of the Policy where the premium due is not paid on the due date or before the expiry of grace period.
   q. **Life Insured** is the person named in the Policy Schedule and whose life is covered under the Policy.
   r. **Maturity Date** is the date on which the Policy Term concludes and is shown as such in the Policy Schedule.
   s. **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 mother), Son (including step son), Son's wife, daughter (including step daughter), daughter's husband, Brother (including step brother) and Sister (including step sister) or Life Insured/Policyholder under this Policy and would be independent to the insurer.
   t. **Modal 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.

u. **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.

v. **Policy** means Bharti AXA Life Flexi Term along with the unique Policy number issued to You as mentioned in the "Policy Schedule"

w. **Policy Document** means and includes the proposal form for insurance submitted 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, the medical examiner's report and any other document/s called for by the Company and submitted by the Policyholder to enable the Company to process the proposal.

x. **Policy Schedule** is the cover page to the Policy, containing amongst others, the brief description of the Policy, the Policyholder and the Life Insured which forms an integral part of the Policy.

y. **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 and is mentioned in the Policy Schedule.

z. **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.

aa. **Policyholder** is the owner of the Policy whose name is mentioned in the proposal form.

bb. **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.

cc. **Premium Payment Term** means the number of Policy Years for which the Policyholder is required to pay the premium.

dd. **Revival** means reviving the Policy after the Policyholder has paid all due premiums.

ee. **Revival Period** is the time of 5 years from the date of the last unpaid premium and is the period available to the Policyholder to revive the Policy

ff. **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.

gg. **Rider Premium** is the premium payable for the Rider/(s) chosen by the Policyholder and is mentioned in the Policy Schedule.

hh. **Sum Assured on Critical Illness** means an absolute amount of benefit which is chosen by Policyholder at time of inception and will be used to calculate the Critical Illness (CI) Benefit.

ii. **Survival Period** means the Thirty (30) days period after occurrence of Critical Illness that the Life Insured has to survive before a claim becomes valid.

jj. **The Company /Company** means Bharti AXA Life Insurance Company Limited.

kk. **You/Your/Yours** refers to the Policyholder/ Life Insured

II. Permanent Neurological deficit

1) Shall mean beyond the scope of recovery with current medical knowledge and technology
2) Results in an inability to perform at least three (3) of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons

Activities of Daily Living are:

1. Washing: 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. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Mobility: the ability to move indoors from room to room on level surfaces;
5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding: the ability to feed oneself once food has been prepared and made available.

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

2. Definitions pertaining to Critical Illness benefit

• Cancer of Specified Severity

i. A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

ii.The following are excluded –

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

- **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

- **Myocardial Infarction (First Heart Attack of Specific Severity)**

I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
   I. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)

   II. New characteristic electrocardiogram changes

   III. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:
   i. Other acute Coronary Syndromes

   ii. Any type of angina pectoris

   iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

- **Open Heart Replacement or Repair of Heart Valves**

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

- **Surgery to aorta**

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. Keyhole or intra-arterial procedures are specifically excluded.

- **Cardiomyopathy**

An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, based on the following classification criteria:

Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.

Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

- **PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION**

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
II. The NYHA Classification of Cardiac Impairment are as follows:
   a. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
   b. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

- **Angioplasty***

i. Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).
ii. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.
iii. Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.
* A payment benefit equal to INR 500,000 shall be paid in the event of occurrence of Angioplasty. This is only applicable when Angioplasty is the 1st claim under the Critical Illness benefit, and can only be claimed once.

- **Blindness**

I. Total, permanent and irreversible loss of all vision in both eyes as a result of Illness or Accident.
II. The Blindness is evidenced by:
  i. corrected visual acuity being 3/60 or less in both eyes or
  ii. the field of vision being less than 10 degrees in both eyes.
III. The diagnosis of blindness must be confirmed and must not be correctable by aides or surgical procedure.

- **End Stage Lung Failure**

i. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
  I. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
  II. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
  III. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and
  IV. Dyspnea at rest.

- **End Stage Liver Failure**

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
  i. Permanent jaundice; and
  ii. Ascites; and
  iii. Hepatic encephalopathy.
II. Liver failure secondary to drug or alcohol abuse is **excluded.**

- **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.

- **Major Organ / Bone Marrow Transplant**

I. The actual undergoing of a transplant of:
  i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  ii. Human bone marrow using hematopoietic stem cells.
  The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.
II. The following are excluded:
  I. Other stem-cell transplants
  II. Where only islets of Langerhans are transplanted

- **Apallic Syndrome**

A persistent vegetative state in which patients with severe brain damage (universal necrosis of the brain cortex with the brainstem remaining intact), are in a state of partial arousal rather than true awareness. The Diagnosis must be confirmed by a Specialist Medical Practitioner (Neurologist) and condition must be documented for at least 30 days.

- **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.

- **Brain Surgery**

The actual undergoing of surgery to the brain, under general anaesthesia, during which a Craniotomy is performed. Burr hole and brain surgery as a result of an Accident is excluded. The procedure must be considered necessary by a qualified specialist and the benefit shall only be payable once corrective surgery has been carried out.

- **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.

- **Major Head Trauma**

I. Accidental head Injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the Accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The Accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
II. The Accidental Head Injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word “permanent” shall mean beyond the scope of recovery with current medical knowledge and technology.

III. The Activities of Daily Living are:
  I. Washing: 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;
  II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
  III. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
  IV. Mobility: the ability to move indoors from room to room on level surfaces;
  V. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  VI. Feeding: the ability to feed oneself once food has been prepared and made available.
IV. The following are excluded:
  i. Spinal cord Injury

- **Permanent Paralysis of limbs**

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

- **Stroke resulting in Permanent Symptoms**

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extra cranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
II. The following are excluded:
  I. Transient ischemic attacks (TIA)
  II. Traumatic Injury of the brain
  III. Vascular disease affecting only the eye or optic nerve or vestibular functions.

- **Alzheimer's disease**

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's Disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Life Assured. This diagnosis must be supported by the clinical confirmation of an appropriate Registered Medical practitioner who is also a neurologist and supported by the Company's appointed doctor.

The following are excluded:

a. Non-organic disease such as neurosis and psychiatric illnesses;
b. Alcohol-related brain damage
c. Any other type of irreversible organic disorder/dementia

- **Motor Neuron Disease with permanent symptoms**

i. Motor neuron disease diagnosed by a specialist Medical Practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

- **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.

- **Muscular Dystrophy**

Diagnosis of muscular dystrophy by a Registered Medical Practitioner who is a neurologist based on three (3) out of four (4) of the following conditions:

  I. Family history of other affected individuals;
  II. Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
  III. Characteristic electromyogram; or
  IV. Clinical suspicion confirmed by muscle biopsy.

The condition must result in the inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the six (6) 'Activities of Daily Living' as defined, for a continuous period of at least six (6) months. [refer part B section 1 (b) of the Policy Document]

- **Parkinson's disease**

Unequivocal Diagnosis of Parkinson's disease by a Registered Medical Practitioner who is a neurologist where the condition:

  I. Cannot be controlled with medication;
  II. Shows signs of progressive impairment; and
  III. Activities of Daily Living assessment confirms the inability of the Insured to perform at least three (3) of the Activities of Daily Living as defined in the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons.

Drug-induced or toxic causes of Parkinson's disease are excluded.

- **Poliomyelitis**

  The occurrence of Poliomyelitis after the policy inception where the following conditions are met:

  - Poliovirus is identified as the cause and is proved by Stool Analysis,
  - Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.

- **Loss of Limbs**

  The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of Injury or disease. This will include medically necessary amputation necessitated by Injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted Injury, alcohol or drug abuse is excluded.

- **Deafness**

  - Total and irreversible loss of hearing in both ears as a result of Illness or Accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

- **Loss of Speech**

  I. Total and irrecoverable loss of the ability to speak as a result of Injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

- **Medullary Cystic Disease**

  Medullary Cystic Disease where the following criteria are met:

  a. The presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
  b. Clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
  c. The Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

  Isolated or benign kidney cysts are specifically excluded from this benefit.

- **Systematic Lupus Erythematosus with Renal Involvement**

  Multi-system, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens. For purposes of the definition of "Critical Illness", SLE is restricted to only those forms of systemic lupus erythematosus, which involve the kidneys and are characterized as Class III, Class IV, Class V or Class VI lupus nephritis under the Abbreviated International Society of Nephrology/Renal Pathology Society (ISN/RPS) classification of lupus nephritis (2003) below based on renal biopsy.

  Other forms such as discoid lupus and those forms with only hematological and joint involvement are specifically excluded.

  Abbreviated ISN/RPS classification of lupus nephritis (2003):

  - Class I - Minimal mesangial lupus nephritis
  - Class II - Mesangial proliferative lupus nephritis
  - Class III - Focal lupus nephritis
  - Class IV - Diffuse segmental (IV-S) or global (IV-G) lupus nephritis
  - Class V - Membranous lupus nephritis
  - Class VI - Advanced sclerosing lupus nephritis

  The final diagnosis must be confirmed by a certified doctor specialized in Rheumatology and Immunology

- **Third Degree Burns**

  i. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

- **Aplastic Anemia**

  Irreversible persistent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring treatment with at least two (2) of the following:

  i. Blood product transfusion;
  ii. Marrow stimulating agents;
  iii. Immunosuppressive agents; or
  iv. Bone marrow transplantation

  The Diagnosis of aplastic anemia must be confirmed by a bone marrow biopsy. Two out of the following three values should be present:

  - Absolute Neutrophil count of 500 per cubic millimeter or less;
  - Absolute Reticulocyte count of 20,000 per cubic millimeter or less; and
  - Platelet count of 20,000 per cubic millimeter or less.

- **Pericardectomy**

  The actual undergoing of pericardiectomy secondary to chronic constrictive pericarditis.

  The following are specifically excluded:

  - Chronic constrictive pericarditis related to alcohol or drug abuse or HIV.

  - Acute pericarditis due to any reason.

  Note: Please refer to [part B section 1 (kk) of the Policy Document] for details of permanent neurological deficit, wherever applicable.

Part C
Benefits Payable

1. Death Benefit

In case of unfortunate event of death of the Life Insured during the Policy Term, the following benefits will be payable to the Nominee, subject to Policy being in force. The Death Benefit will be highest of:

i. 10 times Annualized Premium*
ii. 105% of all premiums paid as on date of death
iii. Absolute amount assured to be paid on death equal to the Base Sum Assured under the Policy (as specified in Policy Schedule)
iv. Guaranteed Sum Assured on Maturity which is zero under this product

** 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.*

The Death Benefit shall become payable on/from the date of intimation of death, subject to acceptance of the claim by the Company.

We shall pay the Death Benefit as per the Death Benefit Payout Option stated on your Policy Schedule upon Death of the Life Insured provided the Policy is in force as on the date of death of Life Insured.

The Nominee will have an option to take the Death Benefit (Monthly Income), if any as a lumpsum. This option will be only available at the time of Death before the payment of the first installment. The lump-sum will be calculated as a present value of Monthly Incomes discounted at 5% per annum rate of interest, this rate may be revised subject to prior approval from IRDAI.

The Policy shall terminate upon payment of Death Benefit.

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).

2. Critical Illness (CI) Benefit

In case of occurrence of any of the 34 covered Critical Illnesses, as defined in Part B Section 2, the benefit will be payable to Life Insured, subject to Policy being in-force and all due premiums till the date of occurrence of the Critical Illness have been paid. The following conditions will be applicable.

I. In case of occurrence of any Critical Illness (other than Angioplasty), Sum Assured on Critical Illness will be payable only after completion of Survival Period.
II. In case of Angioplasty, payout will be equal to INR. 5,00,000. The Sum Assured on Critical Illness, after deducting the Angioplasty payout, will be payable for any subsequent claim other than Angioplasty. In such a scenario all future premiums will also reduce correspondingly in respect of the reduced Sum Assured on Critical Illness.
III. Any Critical Illness can be claimed only once
IV. Once the Sum Assured on Critical Illness is exhausted, the CI benefit will terminate and no future premiums need to be paid under this Policy.
V. Waiting period of 90 days shall be applicable from the Date of Commencement of Risk or date of Revival whichever is later, during which no Critical Illness benefit shall be payable. Any condition diagnosed or its signs or symptoms occurring during the Waiting Period will be excluded /not covered under this Policy.

In the event of occurrence of any covered Critical Illness during the waiting period, the Company will refund the premiums corresponding to the Critical Illness Benefit from Date of Commencement of Risk or date of Revival as applicable. The Critical Illness Benefit will terminate with immediate effect and Base Sum Assured will continue unaltered.

No waiting period applies where Critical Illness is due to Accident.

VI. Survival Period shall be 30 days from the date of occurrence of covered Critical Illness (depending on the definition of condition covered – either from the date of diagnosis or date of actual undergoing operation / surgery). In event of Death during Survival Period, no Critical Illness (CI) Benefit will be paid.
VII. The benefit is payable irrespective of the actual expenses incurred by the Life Insured. For any claim to be valid under this Policy, the incidence of the condition must be the first occurrence in the lifetime of the Life Insured.
VIII. In no circumstances Sum Assured on Critical Illness shall exceed the Base Sum Assured. The Policy term for Critical Illness benefit will be equal to Policy term for Death Benefit.
IX. CI Benefit will not be paid in event of occurrence of conditions mentioned under the Exclusions as defined in Part D Section 7

3. Waiver of Premium on Critical Illness (CI) Benefit

In case of occurrence of any of the covered Critical Illnesses, as defined in Part B Section 2, the future premiums for Death Benefit under the Policy will be waived off. The Policy should be in-force as on the date of occurrence of Critical Illness. The Policy will continue for the Death Benefit; however any attached Rider(s) will be terminated.

Please note, there will be no waiver of premium in case of a claim for Angioplasty.

4. Maturity Benefit

There is no maturity benefit payable under this Policy

5. Payment of Premium

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

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

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

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

6. Grace Period

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

If the death of the Life Insured happens during the grace period, the Death Benefit less the unpaid due premium shall be payable and the Policy will stand terminated. In the event of death of the Life Insured while the Policy is in lapsed status, no benefit will be payable.

In case of the occurrence of a Critical Illness during the grace period, the Critical Illness Benefit after deducting the unpaid due premium shall be payable. In case of occurrence of Critical Illness while the Policy is in lapsed status, no benefit will be payable.

Part D

1. **Free Look Period**

If the 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 in case of offline Policy and within 30 days of receipt of the Policy in case of Policy sourced through distance marketing (i.e. online sales). The Policy will accordingly be cancelled and the Policyholder shall be entitled to a refund of the premium paid, subject only to a deduction of a proportionate risk premium for the period on cover and the expenses incurred by the Company on medical examination of the proposer 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 Premium**

Lapsation of Policy

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. Lapsation of the Policy shall extinguish all the rights and benefits which the Life Insured is entitled to under the Policy.

Surrender of Policy

On surrender of the policy, the policy will be terminated, however no surrender value is payable under this product.

3. **Revival**

The 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 on it being specifically communicated by the Company.

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

a) The application for Revival is made within five (5) years from the date of first unpaid premium
b) Satisfactory evidence of insurability of the Life Insured is produced
c) Payment of an amount equal to all unpaid premiums together with interest at such rate as the Company may charge for such Revival, as decided by the Company from time to time, subject to prior approval from IRDAI. The revival interest rate will be calculated on the 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 20-21 is 7.12% p.a.
d) Terms and conditions as may be specified by the Company from time to time.

In case of death of the Life Insured during the Revival Period, no benefit is payable to the Nominee. In the event of survival at the end of Revival Period and if the Policy is not revived, the Policy shall be terminated and no benefit is payable

4. **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.

5. **Termination:**

The Policy will terminate on the earliest of the following:
1. At the end of Revival Period in case of Lapsed Policy as mentioned in Part D section 3 or
2. 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 or
3. The Maturity Date of the Policy
4. Acceptance of Freelook request by the Company.
5. On refund of premiums in case of suicide

6. **Loan:**

Loan is not available under this Policy.

7. **Policy alterations / Modifications**

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

8. Exclusions for Critical Illness benefit

In addition to the condition specific exclusions mentioned in the definitions above, the following exclusions shall apply to the Critical Illness benefits admissible under this Policy.

i. 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 of the first policy of the insurer. In case of revival of the policy, only the remaining part, if any, of the 48 month waiting period applies.

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.

ii. Self-inflicted injuries, suicide, insanity, and immorality, and deliberate participation of the Life Insured in an illegal or criminal act.

iii. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified Medical Practitioner

iv. War, civil commotion, breach of law, invasion, hostilities, rebellion, revolution, military or usurped power or willful participation in acts of violence.

v. Radioactive contamination due to nuclear Accident.

vi. Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the following countries: Canada, Dubai, Hong Kong, Japan, Malaysia, New Zealand, Singapore, Switzerland, USA, and countries of the European Union. The company may review the above list of accepted foreign countries from time to time and any changes would be subject to prior approval from IRDAI. Claims documents from outside India are only acceptable in English language unless specifically agreed otherwise, and duly authenticated.

vii. Aviation other than as a fare paying passenger or crew in a commercial licensed aircraft.

viii. Treatment for Injury or Illness caused by avocations / activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.

ix. Any treatment of a donor for the replacement of an organ.

9. Premium Rates for Critical Illness Benefit

Premium Rates are guaranteed for the first 5 years of the Policy. After that, the Company may revise the premium rates (upwards or downwards) subject to experience. The revised premium rates will remain guaranteed for a period of 5 years from the date of review. The revised premium rates shall become effective after the prior approval of Insurance Regulatory and Development Authority of India (IRDAI)

10. Advance Premium

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

(ii) The premium so collected in advance shall only be adjusted on the due date of the premium.

PART E

Part E is not applicable to this Policy.

PART F

a) Fraud And Misrepresentation

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

b) Claims

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

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 and personalized cancelled cheque of the Claimant or beneficiary, acceptable to the Company and Copy of medical records pertaining to treatment taken by the insured such as admission notes, discharge / death summary, test report etc. in case of hospitalisation.

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.

For Critical Illness Benefit: the original Policy (entire booklet), copy of all medical tests/records, admission records, discharge summary, prescriptions, Attending doctor's certificate; Histopathology & laboratory records and the Claimant's Statement.

Claimant's Statement and KYC Document of Nominee or beneficiary, acceptable to the Company.

Any claim under the Policy should be intimated within 30 days from the date of occurrence of a covered event (on diagnosis or actual undergoing of a procedure as per definition).

The Company reserves the right to call for additional documentation, investigations and medical evaluation by company appointed physician if in the opinion of the Company such additional documents/evaluation are warranted to process the claim.

Easy ways of claim intimation

i. Walk in to your nearest Bharti-AXA Life Branch, for locating a branch near you, please visit www.bharti-axalife.com
ii. Call us Toll Free: 1800-102-4444*
iii. Intimate Online through Claims Portal: https://online.bharti-axalife.com/OnlineClaims
iv. Have us call you*

*Claims intimated through these modes will be considered as verbal intimation. Claim will be formally registered only when written intimation is received at branch or directly to Claims team at Head Office.

c) Misstatement of Age and Gender:

i. 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.
ii. 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.
iii. If the Life Insured is eligible for the Policy as per his / her correct Age, then the Company will calculate the applicable charges basis the correct Age of Life Insured and will accordingly adjust the Fund Value / Coverage Sum Assured.

d) 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 annexure – (II) 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 annexure – (III) for reference]

e) Incorrect information and Non Disclosure

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material for assessment of the risk in connection with issuing the Policy.
In case of fraud, misrepresentation and suppression of material facts the Policy contract shall be treated in accordance with the Section 45 of the Insurance Act, 1938 as amended from time to time.

f) 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 service tax by way of adjustment of the premiums paid by the Policyholder.

g) 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.

h) 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.

i) 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.

j) 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.

k) Term used and its meaning

Any term not otherwise defined in this Policy Document shall have the meaning ascribed to it under Policy as defined here in Part B Section 1 (o). If a particular term is not defined or otherwise articulated either in the Policy Document or under the Policy, endeavor shall be to impart the natural meaning to the said term in the context in which it is used.

Part G

1. **Customer Service**

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

- The Advisor from whom the Rider was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: service@bharti-axalife.com
- Mail to: Customer Service

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

2. **Grievance Redressal Procedure**

Step 1: Inform us about your grievance

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

- Lodge your complaint online at www.bharti-axalife.com
- Call us at our toll free no. 1800 102 4444
- Email us at complaints.unit@bharti-axalife.com
- Write to us at:

Grievance Redressal Cell
Bharti AXA Life Insurance Company Ltd. Spectrum Towers, 3rd Floor, Malad link road, Malad (west), Mumbai – 400064

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

Step 2: Tell us if you are not satisfied

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

- Write to our Grievance Officer at:

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

- Email us at head.customerservice@bharti-axalife.com

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

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

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO:155255
Email ID: complaints@irda.gov.in

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

Address for communication for complaints by paper:
Consumer Affairs Department Insurance Regulatory and Development Authority of India
Survey no.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032

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

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

- www.bharti-axalife.com
- www.irdaindia.org/ombudsmenlist

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

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

(1) "No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer:

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees."

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

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

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

1. The Ombudsman shall receive and consider complaints or disputes relating to-
   - **a.** Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
   - **b.** Any partial or total repudiation of claims by the Company;
   - **c.** Disputes over premium paid or payable in terms of insurance policy;
   - **d.** Misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
   - **e.** Legal construction of insurance policies in so far as the dispute relates to claim;
   - **f.** Policy servicing related grievances against insurers and their agents and intermediaries;
   - **g.** issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
   - **h.** Non-issuance of insurance policy after receipt of premium in life insurance; and
   - **i.** any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).

2. The Ombudsman shall act as counselor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.

3. The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.

4. The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Clause provided herein below.

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

1. Any person who has a grievance against the Company, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company complained against or the residential address or place of residence of the complainant is located.

2. The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.

3. No complaint to the Insurance Ombudsman shall lie unless-
   - **a.** The complainant makes a written representation to the Company named in the complaint and-
     - i. Either the Company had rejected the complaint; or
     - ii. The complainant had not received any reply within a period of one month after the Company received his representation; or
     - iii. The complainant is not satisfied with the reply given to him by the Company;
   - **b.** The complaint is made within one year-
     - i. After the order of the Company rejecting the representation is received; or
     - ii. After receipt of decision of the Company which is not to the satisfaction of the complainant;
     - iii. After expiry of a period of one month from the date of sending the written representation to the Company if the Company fails to furnish reply to the complainant.

4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.

5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

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

Address & Contact Details of Ombudsmen Centres

Office of The Governing Body of Insurance Council (Monitoring Body for Offices of Insurance Ombudsman)

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (West), Mumbai – 400054.
Tel no: 022 - 26106889 / 671 / 980. | Email id: inscoun@ecoi.co.in | website: www.ecoi.co.in

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

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

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
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: bimalokpal.ahmedabad@ecoi.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, Ist Phase, **BENGALURU – 560 078.**	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.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: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chhattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, **BHUBANESHWAR-751 009.**	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email:bimalokpal.bhubaneswar@ecoi.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: bimalokpal.chandigarh@ecoi.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:** bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
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: bimalokpal.delhi@ecoi.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: bimalokpal.guwahati@ecoi.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: bimalokpal.hyderabad@ecoi.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: bimalokpal.jaipur@ecoi.co.in	Rajasthan
ERNAKULAM **Ms Poonam Bodra** Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, **ERNAKULAM-682 015.**	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, 4, C.R.Avenue, **KOLKATA - 700072**	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, **LUCKNOW-226 001.**	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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), **MUMBAI-400 054.**	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

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

BEWARE OF SPURIOUS/FRAUD PHONE CALLS!

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

Annexure II: 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 there of 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.

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Annexure III: Section 39 - Nomination by policyholder

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

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

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

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Annexure IV: 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.

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