

# **Bharti AXA Life Samriddhi - A Non-Linked Participating Individual Life Insurance Savings Plan**

It is important to plan for your future today, if you really want to retain your financial independence and live comfortably. Reaching financial independence earlier than your stated goal will enable you to continue to lead the kind of lifestyle that you want to as well as help you to plan for all of life's eventualities. This makes it imperative for you to have a robust savings portfolio with emphasis on long-term savings. Saving regularly over a long period ensures that you are able to meet your financial goals at life's various stages.

At Bharti AXA Life, we understand this and have decided to act. Presenting Bharti AXA Life Samriddhi – a Non-linked, Participating, Individual Life Insurance Savings Plan. This is a plan that offers protection for your family's financial future by providing an opportunity to participate in the profits of the participating fund of the company by way of Non-Guaranteed bonuses (if declared) payable to you at the time of maturity or on death.

### About us:

Bharti AXA Life Insurance is a joint venture between Bharti Enterprises, one of India's leading business groups with interests in telecom, agri business and retail, and AXA, one of the world's leading organisations with interests 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.

# What are my advantages with Bharti AXA Life Samriddhi?

### **Option to choose Premium Payment Term**

You can choose from limited Premium Payment Term or regular Premium Payment Term option. You can opt for limited Premium Payment Term of 5 or 12 Years with Policy Term of 10 and 20 years respectively. For regular Premium Payment Term, options available are 10, 15, 20, 25, 30 and 35 years.

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

#### **Basic Life Insurance Cover**

Get Higher of Sum Assured on Maturity or 11 times the base annualized Premium as the benefit available on death of the Life Insured along with accrued Non-Guaranteed Annual Simple Reversionary Bonus (if declared) and Non-Guaranteed Terminal Bonus (if declared). The death benefit payable at any point in time will not be less than 105% of all premiums paid.

### **Maturity Benefit:**

In case the Life Insured survives till the maturity of the Policy and all premiums are duly paid, then 100% of Sum Assured on Maturity is paid at the completion of policy term along with accrued Non-Guaranteed Annual Simple Reversionary Bonus (if declared) and Non-Guaranteed Terminal Bonus (if declared).

### **Potential Upside with Bonus**

The policy participates in the distribution of surplus or profits that may be declared by the Company. Non-Guaranteed Annual Simple Reversionary Bonus (if declared) gets accrued to the policy at the end of each year, provided all due premiums are paid. This accrued Non-Guaranteed Annual Simple Reversionary Bonus is paid out at the time of Maturity or on the death of the Life Insured, whichever is earlier. The company may also declare Non-Guaranteed Terminal Bonus which is also payable along with Maturity Benefit or Death Benefit.

### **Tax Benefits**



You may be eligible for the tax benefits on the premiums paid and on the benefits received, subject to the prevailing tax laws. The tax benefits are subject to change as per change in Tax laws from time to time.

# Your key benefits with Bharti AXA Life Samriddhi

### **Maturity Benefit**

If the Life Insured survives till the maturity of the Policy and all premiums are duly paid, then 100% of Sum Assured on Maturity will be paid to the Policyholder along with accrued Non Guaranteed Simple Annual Reversionary Bonuses (if declared) and Non-Guaranteed Terminal Bonus (if declared).

#### **Death Benefit**

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

- a. Basic Life Insurance Cover;
- b. Accrued Non-Guaranteed Annual Simple Reversionary Bonus (if declared);
- c. Non-Guaranteed Terminal Bonus (if declared)

The Basic Life insurance cover will be higher of:

- a. Sum Assured on Maturity, OR
- b. 11 times Annualized Premium

However, the death benefit payable shall never be lower than 105% of all premiums paid (excluding any additional charges as levied by the Company over and above the standard premium rates).

### In the event of death of the Life Insured

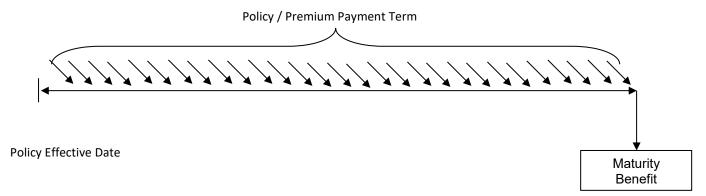
- a. During the grace period allowed for payment of due premium:- the Death Benefit (after deducting the unpaid due Premium) shall be payable
- b. While the policy is in lapse status:- no benefit shall be payable
- c. When the policy is in paid up status:- Paid up value on Death will be payable

On death of the Policyholder during the policy term (where the Policyholder and Life Insured are different), the Legal heirs of the Policyholder may succeed the erstwhile Policyholder. If none of the Legal heirs are willing to become the Policyholder therein, then the surrender value as applicable will be paid in accordance with the relevant provisions of the Policy to the person/s entitled to receive the same as per law and accordingly all Policy benefits shall stand extinguished.



# How does this product work?

Bharti AXA Life Samriddhi is a traditional participating plan. You pay premium for the chosen Policy Term and receive the Maturity benefit on completion of the policy term.



# How is my Premium calculated?

Premium amount applicable to you will be dependent on your age, Policy Term, Premium Payment Mode and Sum Assured on Maturity chosen by you.

### **Premium Payment Mode**

You can choose among Monthly, Quarterly, Semi-annual or Annual payment modes. Monthly Premium\* = 0.0867 of Annualised Premium, Quarterly Premium\* = 0.26 of Annualised Premium, Semi-annual Premium = 0.51 of Annualised Premium.

\* Through Auto Pay only

Applicable taxes (if any) & Cess will be levied as per prevailing rates

### **Other Features:**

### **Grace period:**

Grace period is the period given to you from your premium due date, to pay the premium without any impact on the benefits in your policy. Grace Periodis 15 days for monthly mode and 30 days for annual/ semi-annual/ quarterly premium payment modes.

### Lapsation:

The policy acquires a surrender value after the payment of two annualised regular premiums.

### If Policy has not acquired a Surrender Value:

In case you do not pay the premiums within your grace period, your policy will lapse and your insurance cover will cease to exist. You can revive the policy within the period allowed for revival of the policy. At the end of the revival period if the policy is not revived then the policy will be terminated and no benefits will be payable.

### If Policy has acquired a Surrender Value:

In case you do not pay the premiums within your grace period, your policy will be lapsed and converted into paid up. You have the option to revive the policy within the period given for revival of the policy. At the end of the revival period if the policy is not revived then the policy will continue in paid up status and the paid up value will be payable either on death or on maturity or on surrender of the policy.

### Revival:

You have the flexibility to revive all the benefits under your policy within five years, after the due date of the premium in default. However, the Company would require:

a) A written application from you for revival;



- b) Satisfactory evidence of insurability;
- 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.
- d) Terms and conditions as may be specified by the Company from time to time. The revival rate of interest for FY 19-20 is 8.04% p.a.

#### **Reduced Paid up Value:**

If you have paid at least two annualised premiums and your policy has lapsed due to any reason, then your policy will be converted into 'paid up'. In this case, the benefits stand reduced to a paid up value which will be paid out either on death of the life insured or on maturity or on surrender of the policy, whichever is earlier.

#### Loan

Financial burdens cannot be predicted and may arise any time. Thus this Policy gives flexibility to take loan from the Company. This is only possible if your Policy is in force and has acquired surrender value and shall be subject to the following terms and conditions:

- a) The minimum amount of loan for a Policy is Rs.15, 000.
- b) The maximum amount of loan will not exceed 70% of the acquired Surrender Value.
- c) The Policyholder shall assign the Policy absolutely to and be held by the Company as security for repayment of the loan and interest/allied charges thereon;
- d) The loan shall carry interest at the rate specified by the Company at the time of advancing the loan. The interest rate in a policy loan is not fixed and could be reviewed by the Company on 1st of July every year. This interest rate shall not exceed the sum of (5% and the Base lending rate of State Bank of India at the time of declaration.) The rate of interest on policy loan as on 1st July 2018 is 10.40% pa.
- e) In case the policy is in paid up status, then the outstanding loan amount together with the interest shall not be equal to or exceed the Surrender Value of the Policy at any point of time. In case the outstanding loan amount with interest is greater than or equal to the surrender value, the policy shall stand terminated and all future benefits will cease to exist.
- f) Other terms and conditions as prescribed by the Insurer from time to time.

# Can I surrender my policy?

We would want you to pay premiums regularly and stay invested till maturity to get maximum benefits under the policy. However in case you are not able to pay all premiums and want to exit the policy earlier, then only surrender value (if acquired) will be payable to you.

### **Surrender Value**

The Policy acquires a Surrender Value provided if at least two annualised Premiums have been paid. The guaranteed Surrender Value Factors as a percentage of cumulative premiums paid are as mentioned in the table below:

Premium Payment Term	5 Years	10 Years	12 Years	15 Years	20 Years	25 Years	30 Years	35 Years
1	-	-	-	-	-	-	-	-
2	30%	30%	30%	30%	30%	30%	30%	30%
3	35%	35%	35%	35%	35%	35%	35%	35%
4	50%	50%	50%	50%	50%	50%	50%	50%
5	50%	50%	50%	50%	50%	50%	50%	50%
6	50%	55%	50%	50%	50%	50%	50%	50%
7	65%	65%	50%	50%	50%	50%	50%	50%
8	75%	75%	50%	50%	50%	50%	50%	50%
9	90%	90%	50%	50%	50%	50%	50%	50%
10	90%	90%	55%	55%	55%	55%	50%	50%
11	-	-	55%	60%	55%	55%	55%	50%
12	-	-	55%	70%	55%	55%	55%	50%
13	-	-	55%	75%	55%	55%	55%	55%
14	-	-	55%	90%	55%	55%	55%	55%
15	-	-	60%	90%	60%	60%	55%	55%
16	-	-	60%	-	60%	60%	55%	55%
17	-	-	70%	-	70%	60%	55%	55%
18	-	-	75%	-	75%	60%	55%	55%



19	-	-	90%	-	90%	60%	60%	60%
20	-	-	90%	-	90%	60%	60%	60%
21	-	-	-	-	-	65%	60%	60%
22	-	-	-	-	-	65%	60%	60%
23	-	-	-	-	-	75%	65%	60%
24	-	-	-	-	1	90%	65%	60%
25	-	-	-	-	1	90%	65%	65%
26	-	-	-	-	-	-	65%	65%
27	-	-	-	-	-	-	70%	65%
28	-	-	-	-	-	-	75%	65%
29	-	-	-	-	ı	-	90%	65%
30	-	-	-	-	1	-	90%	70%
31	-	-	-	-	ı	-	-	70%
32	-	-	-	-	-	-	-	70%
33	-	-	-	-	1	-	-	75%
34	-	-	-	-	-	-	-	90%
35	-	-	-	-	-	-	-	90%

The Company may declare Special Surrender values from time to time, subject to prior approval from IRDA.

On surrender of the policy a lump sum amount equal to higher of Special Surrender Value or Guaranteed Surrender Value as defined in the table on the previous page, will be paid to the policyholder and the contract will be terminated. There will also be additional non guaranteed surrender values that will be declared on the accrued Non-Guaranteed Simple Annual Reversionary Bonus.

# Do I get the flexibility to enhance my protection through additional features?

Yes. To enhance your protection, you may customize your policy by opting for the following riders:

- **1. Bharti AXA Life Hospi Cash Rider** (UIN: 130B007V03): This rider allows payment of a fixed benefit for each day of hospitalization and also provides lump sum benefit in case of surgery.
- 2. Bharti AXA Life Premium Waiver Rider (UIN: 130B005V04): Under this rider in case

of the unfortunate event of death, Total Permanent Disability or critical illness (in case of Policyholder) and Critical Illness (in case of Life Insured) the future premiums are waived off and the benefits under the policy will continue.

- **3. Bharti AXA Life Term Rider** (UIN: 130B009V02): Under this rider the policyholder can increase the life insurance coverage for a nominal premium.
- **4. Bharti AXA Life Accidental Death Benefit Rider** (UIN: 130B008V02): Under this rider you will receive additional sum assured as chosen in case of unfortunate event of death due to an accident.

Please refer to rider brochures for complete details on terms and conditions and exclusions before opting for the riders.

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.



**Boundary Conditions** 

Parameter	Eligibility Criteria					
Policy Term and Premium Payment Term						
	Premium Type		Policy term		Premium Payment Term	
	Limited Premium		10 Years		5 years	
	Paying term	Paying term		20 Years		ars
	Regular Premium	10, 15	10, 15,20,25,30 & 35 Years		Same as Pol	icy Term
Minimum and Maximum age at entry						
(age last birthday)	Policy Term	Min I	Min Entry age		Maximum Entry age	
	10 years	8	Years	5	55 Years	
	15 years	3	Years	5	55years	
	20 & 25 years	•		5	50 years 45 years	
	30 & 35 years			4		
	(The risk coverage will start immediately on policy					
	commencement for all lives including minors)					
Maximum Maturity Age (age last birthday)						
	Policy Term		Maximum Maturity age			
	10 years		65 Years			
	15 years		70 years			
	20 & 25 years		70 and 75 yea			
	30 & 35 years	30 & 35 years 75 and 80 years		ars		
Minimum Sum Assured	Depends on the minimum premium					
Minimum Annualized Premium						
	Premium Paymen	t term	term		red Premium (in	
	5 & 10 year	rs	5		18000	
	12 &15 yea					
	20 & 25 yea					
	30 & 35 years		3000			
Premium Payment Modes	Annual, Semi annua	l, Quartei	ly*, Monthly	*		
Premium Payment Modes	Annuai, Semi annua	i, Quartei	ly", ivionthly	••		

<sup>\*</sup>Through Auto Pay only

# **Case Study (For illustration purpose only)**

Rahul is 35 years old. He is married and has a 1 year old daughter. His wife is a homemaker.

### Concerns

- 1. He is concerned about his retirement
- 2. He also wants to secure his family by ensuring they are protected in case of an unfortunate event

### **Proposed Solution**

Rahul purchases Bharti AXA Life Samriddhi for his retirement needs and invests ₹25,000 as annualized premium. He chooses a policy term of 25 years. Assuming that Rahul is in good health, his sum assured as per his age is ₹698,129

Life Insured	Rahul, Age 35 Years			
Sum Assured on Maturity	₹ 698,129			
Annualised Premium (exclusive of tax)	₹ 25,000			



Accrued Non-Guaranteed Simple Annual Reversionary Bonus + Non-Guaranteed Terminal bonus @4% p.a	₹ 172,787
Accrued Non Guaranteed Simple Annual Reversionary Bonus + Non-Guaranteed Terminal Bonus @8% p.a	₹ 681,548
Maturity Benefit (Sum Assured + Non-Guaranteed Simple Annual Reversionary Bonus + Non-Guaranteed Terminal Bonus) @ 4% p.a	₹870,916
Maturity Benefit (Sum Assured + Non-Guaranteed Simple Annual Reversionary Bonus + Non-Guaranteed Terminal Bonus) @ 8% p.a	₹1,379,677

#### Needs met:

- 1. He will receive the maturity benefit at the end of the policy term
- 2. In case of an unfortunate event of his death before maturity of the policy, his family will get higher of
  - 100% of Sum Assured + accrued Non-Guaranteed Simple Annual Reversionary Bonus + Non-Guaranteed Terminal Bonus
  - 11 times annualized premium + accrued Non-Guaranteed Simple Annual Reversionary Bonus + Non-Guaranteed Terminal Bonus
  - or 105% of the premiums paid

### **Terms and conditions**

- 1. Free-look option:- If Policyholder disagrees with any of the terms and conditions of the Policy, there is an option to return the original Policy along with a letter stating reason/s within 30 days of receipt of the Policy. The Policy will accordingly be cancelled and the Company will refund an amount equal to the Premium paid and may deduct a proportionate risk premium for the period on cover, the medical expenses incurred by the Company (if any) and the stamp duty charges. All rights under this Policy shall stand extinguished immediately on cancellation of the Policy under the free look option.
  - If the Policy is opted through Insurance Repository (IR), the computation of the said Free Look Period will be as stated below:-
  - For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance policy by the IR.
  - 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. On death of the Policyholder (where the Policyholder and Life Insured are different), the Legal heirs of the Policyholder may succeed the erstwhile Policyholder. If none of the Legal heirs are willing to become the Policyholder therein, then the surrender value as applicable will be paid in accordance with the relevant provisions of the Policy to the person/s entitled to receive the same as per law and accordingly all Policy benefits shall stand extinguished.
- 3. 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.
- 4. Vesting of Ownership: In case the Life Insured is a minor, the ownership of Policy will automatically vest on the Life Insured on attainment of majority. In case of death of the Policyholder while the Life Insured is a minor, surrender and any other such options available under the policy cannot be exercised during the period of minority of the Life Insured.
- 5. This is a Non-Linked Participating Individual Life Insurance Savings Plan.
- 6. Basic Life Insurance Cover also means Sum Assured on Death.



## **Grievance Redressal**

#### 1. Customer Service

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

- The Advisor through whom the Policy was bought
- The Customer Service Representative of the Company at toll free no. 1800 102 4444
- WhatsApp us 'Hi' at 02248815768
- SMS "SERVICE" to 56677
- Email: service@bhartiaxa.com
- Mail to: Customer Service

Bharti AXA Life Insurance Company Ltd.

Spectrum tower, 3rd Floor, Malad link road, Malad (west), Mumbai 400064. Maharashtra

### 2. Grievance Redressal Procedure

### Step 1: Inform us about your grievance

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

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

Registered Office:

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

Mumbai -400051, Maharashtra

Grievance Redressal Cell

Bharti AXA Life Insurance Company Ltd.

Spectrum tower, 3rd Floor, Malad link road, Malad (west), Mumbai 400064. Maharashtra'

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

### Step 2: Tell us if you are not satisfied

In case you are not satisfied with the decision provided or if you have not received any response post completion of 14 days, you may write to Head - Customer Service for resolution at the above mentioned address or email at: head.customerservice@bhartiaxa.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 or 18004254732

Email ID: complaints@irda.gov.in

You can also register your complaint online at https://bimabharosa.irdai.gov.in/

Address for communication for complaints by paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of Indiad

Survey no.115/1, Financial District,

Nanakramguda, Gachibowli, Hyderabad - 500032

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

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance.

For preferring a complaint before the Insurance Ombudsman, you may prefer to Insurance Ombudsman Rule, 2017(as may be amended from time to time).

To locate the nearest Ombudsman office, please visit <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a> or you may also locate the list our website - <a href="https://www.bhartiaxa.com">https://www.bhartiaxa.com</a>



### **SECTION 41 OF INSURANCE ACT 1938**

- 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 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 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]

### **Disclaimers**

- Bharti AXA Life Insurance is the name of the Company and Bharti AXA Life Samriddhi is only the name of the Nonlinked, Participating, Life Insurance Savings Plan and does not in any way represent or indicate the quality of the policy or its future prospects
- This product brochure is indicative of the terms, conditions, warranties and exceptions contained in the insurance policy bond
- · Life Insurance Coverage is available under this policy
- Riders are available at an additional cost and are optional
- · Tax Benefits are subject to changes from time to time
- Registered Address: Bharti AXA Life Insurance Company Ltd. [IRDAl Regd. No. 130] Unit No. 1902, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Behind MCA Ground, Bandra East, Mumbai - 400051, Maharashtra.

CIN No.: U66010MH2005PLC157108

UIN: 130N061V04

Advt. No.: II-Mar-2021-2708-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.

Trade Logos and used in the document belong to Bharti Enterprises (Holdings) Private Ltd. and AXA SA respectively and are used by Bharti AXA Life under license.

# Appendix I: Section 45 – Policy shall not be called in question on the ground of misstatement 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 whats ever 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 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/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 submit-ted 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. Policyholders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details.]