

Policy Document

Bharti AXA Life Hospi Cash Rider

A Non-Linked Non-Participating Individual Health Insurance Rider



Part A Same as Base Policy Part B

Bharti AXA Life Hospi Cash Rider is a non-linked Non-Participating Individual hospital & surgery cash insurance rider that provides a fixed benefit for per day of hospitalization, ICU benefits & a lumpsum benefit on undergoing a surgery on an individual Rider.

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

- a) Accident:** "Accident" is a sudden, unforeseen and involuntary event caused by external and visible means.
- b) Day:** "Day" in Hospital means a period of a full 24 hours during a period of confinement. The first Day of confinement shall commence at the time of admission to the Hospital and each subsequent Day shall commence 24 hours after the commencement of the previous Day. In the event of the time of discharge of the life insured from the Hospital being more than 12 hours, but less than 24 hours from the end of the previous Day, then the day of discharge shall also be regarded as a Day.
- c) Date of Rider:** is the day, month and year the Rider comes into effect as shown in the Rider Specifications and shall also be the date of the commencement of risk under this Rider.
- d) Hospital:** A 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:
- 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;
 - has qualified nursing staff under its employment round the clock;
 - has qualified medical practitioner (s) in charge round the clock;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out
 - maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
- e) Hospitalization** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- f) Intensive Care Unit:** "ICU" means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- g) Issue Date:** is the date of the issue of the Rider by the Company as specified in Rider Specifications.
- h) Major Surgeries:** Surgeries directly involving the brain, heart (including coronary arteries), liver & lung. Maximum surgical benefit for Major surgeries is restricted to 20 X Daily Hospital Cash Benefit chosen subject to over all surgical benefit mentioned below.
- i) Minor Surgeries:** All other Valid Surgeries. Maximum surgical benefit for Minor surgeries is restricted to 5 X Daily Hospital Cash Benefit chosen subject to over all surgical benefit mentioned below.
- Maximum Surgical Hospitalization Benefit is capped to 90 times Daily Hospital Cash Benefit in one policy year.**
- j) Medically Necessary:** "Medically Necessary" treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which - is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a medical practitioner,
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- k) Medical Practitioner:** A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. and who is neither the insured himself nor related to the insured by blood or marriage. The term Medical Practitioner will include surgeons, anesthetists, consultants, pathologists, radiologists, radiation oncologists and specialists.
- l) Policy:** Policy means and includes the Policy Document, the proposal form for insurance submitted by the Policyholder, the benefit illustration signed by the Policyholder, the Policy Specifications, the first premium receipt, any attached endorsements or supplements together with all the addendums provided by the Company from time to time, the medical examiner's report and any other document/s called for by the Company and submitted by the policyholder to enable the Company to process the said proposal.
- m) Policy Year** is measured from the Policy Date and is a period of twelve consecutive calendar months and includes every subsequent twelve consecutive calendar months.
- n) Pre-existing condition:** "Pre-existing condition" means a condition as specified below (illness or bodily injury) which should have been in existence prior to the issue date of this Rider :

- The life insured had signs or symptoms, or
 - Medical advice or treatment was recommended by or received from a physician, or
 - The life insured had undergone medical tests or investigations.
 - Any complication arising out of or in connection with a pre-existing medical condition shall be considered part of that pre-existing condition. Any congenital disorder or deformity or physical defects present from birth shall not be considered part of the Pre-existing Condition.
- o) Rider:** A provision of Insurance Policy i.e. purchased alongwith the base Policy which provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read alongwith base Policy.
- p) Rider Benefit:** is benefit as defined in Section 2 of this document.
- q) Surgery:** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

*For Definitions which are not covered herein / dealt with in the Policy document, please refer to the base Policy document.

The terms defined above shall also act as a reference guide to the Policy document in terms of Circular Master Circular on Life Insurance Products (Ref: IRDAI/ACTL/MSTCIR/MISC/89/6/2024)

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Part C BENEFITS

- A. Daily Hospital Cash Benefit (DHCB):** Daily Hospital Cash Benefit is a fixed per day benefit paid to the Policyholder for each day of hospitalization. For this benefit to be payable the hospitalization should be for minimum periods of 48 hours while the Policy is in force. A maximum of 40 days of hospital stay will be covered under this benefit in one policy year. This is a fixed amount and not linked to the actual expenses incurred during Hospitalization.
- B. Intensive Care Unit Benefit (ICU):** Intensive Care Unit Benefit is a fixed benefit per day equal to the DHCB amount, paid to the Policyholder for each day of hospitalization in Intensive Care Unit, if the hospitalization lasts 48 hours or more while Policy is in force. A maximum of 10 days in Intensive unit stay will be covered under this benefit in one policy year. This is a fixed amount and not linked to the actual expenses incurred during Hospitalization.
- C. Surgical Hospitalization Benefit (SCB):** In the event of Hospitalization (min 48 hours) for undergoing any valid and medically necessary surgery as specified in this document, in India and actually undergoing that Surgery, a lump sum benefit will be paid. In the event of undergoing more than one surgical procedure during a single admission to hospital a lump sum in respect of the surgical procedure attracting the highest benefit will be paid.
- D. Benefit Schedule:** The Policyholder, at any point, during the term of the policy, cannot switch between the levels, as mentioned below,

Benefit#	Silver	Gold	Diamond
Hospital Cash Benefit			
Daily Hospital Cash Benefit: DHCB	1,000	2,000	3,000
Intensive Care Unit Benefit: ICU	+ 100% of DHCB	+ 100% of DHCB	+ 100% of DHCB
Surgical Hospitalization Benefit			
Major Surgeries - For surgeries directly involving the brain, heart (including coronary arteries), liver & lung	20 x DHCB	20 x DHCB	20 x DHCB
Minor Surgeries - All Other Valid Surgeries	5 x DHCB	5 x DHCB	5 x DHCB
The maximum Surgical Hospitalization Benefit available in one policy year is capped to 90 times the DHCB			
Day Limits for Hospital Cash Benefit			
Daily Hospital Cash Benefit	Maximum of 40 days of Hospital Stay in one policy year.		
Intensive Care Unit Benefit	Maximum of 10 days of Intensive Care unit stay in one policy year.		
**The aggregate of all benefits payable in any one policy year under this policy will not exceed an amount equivalent to 150 times the DHCB under the plan opted for by the policyholder.			

#A Maximum Daily Hospital Cash Benefit of 3000 can be availed by each individual across all policies applied & inforce with Bharti AXA Life under Hospi Cash Rider.

The rider offered is in compliance with the provisions of IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulation, 2024 and Master Circular on Life Insurance Products (Ref: IRDAI/ACTL/MSTCIR/MISC/89/6/2024).

Part D

Conditions Related To Servicing Aspects

1. Free Look Period

The Policyholder has a period of 30 days from the date of receipt of the Policy Document in case of offline solicitation and within 30 days of receipt of the Policy in case of Policy sourced through electronic or distance marketing to review the terms and conditions of the Policy and 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 reasons for objection. 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, if any and the stamp duty charges. All rights under this Policy shall stand extinguished immediately on cancellation of the Policy under the free look option.

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

For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance Policy by the IR.

For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account (eIA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance Policy by the IR to the eIA, whichever is later shall be reckoned for the purpose of computation of the Free Look Period

2. Rider Premium

The Policyholder will have to pay the rider premium for the Hospi Cash Rider as per the applicable rider premium rates. The Rider Premium as mentioned in the Policy Specifications will have to be paid in the same mode as the premium for the base Policy.

The Rider Premium payable by you would depend on the Daily Hospital Cash Benefit selected and the age of the Life insured. The premium paid under the rider cannot be more than the premium paid under the base Policy.

3. Premium Guarantee

Premiums paid are level throughout the rider term

The rider premium rates depend on the age at entry, gender and the policy term and the Daily Hospital Cash Benefit Option chosen at inception.

4. Discontinuance of Rider

In case the base Policy has lapsed due to discontinuance of premium, the benefits under the Rider shall cease to exist immediately from the date of the unpaid premium.

5. 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.

6. 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.

7. Revival of the Rider

The Rider may be revived subject to the following conditions;

- The application for Revival of the Rider benefit is made within five (5) years from the date of first unpaid premium and before the termination of base Policy or Expiry Date of Rider, whichever is earlier;
- Satisfactory evidence of insurability of the Life Insured;
- 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 is paid in full;
- The Company has not discontinued the Rider Benefits based on the intimation by the Policyholder to discontinue the Rider.
- "Declaration of Good Health" or the Policy holder needs to undergo medical examination (at his/her own expense) in the manner prescribed / to be prescribed by the Company as part of the process for revival.

The charges for medical examination, if any, for re-instatement of the Rider shall be borne by the Policyholder.

8. Terms & Conditions

Waiting Period: The Company shall not be liable to make any payment if claims are made due to any treatment of illness/ailment/disease diagnosed or hospitalization taking place during the first 60 days of the Date of Rider or date of revival. Clause relating to this waiting period will not apply to valid hospitalization events arising out of accidents.

A specific waiting period of 2 years for any hospitalization for treatment of any of the following diseases or surgeries or procedures and any complications arising out of them from the date of commencement of Rider or date of revival shall apply,

- Fibroids, menorrhagia, Dysfunctional Uterine Bleeding, Uterine Prolapse.
- Removal of uterus, fallopian tubes and/or ovaries, except for malignancy.
- Hernia (Inguinal / Ventral / Umbilical / Incisional).
- Hydrocoele / Varicocele / Spermatocele.
- Benign Enlargement of Prostate.
- Thyroidectomy for Nodular / Multi Nodular Goitre.
- Calculus / Calculi in Kidney / Ureter / Bladder / Urethra.
- Deviated Nasal Septum / Sinusitis.
- Piles / Anal Fissure / Fistula-in-ano / Rectal prolapse.
- Cholecystitis / Gall stones.
- Breast Lumps, except for malignancy.
- Heart valve and Coronary Artery diseases.
- Arthroscopy unless post-accident.
- Disorders of the spine.

Exclusions for the Hospitalisation Benefit

The Company shall not be liable to make any payment if hospitalization or claims are attributable to, or based on, or arise out of, or are directly or indirectly connected to any of the following:

- Pre Existing Disease means any condition, ailment, injury or disease: a) That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement or (b) For which medical advice 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.
- Hospitalisation not in accordance with the diagnosis and treatment of the condition for which the hospital confinement was required;
- Hospitalisation and/or treatment within the waiting period and hospitalisation and/or treatment following the diagnosis within the waiting period;
- Elective surgery or treatment which is not medically necessary;
- Treatment for weight reduction or weight improvement regardless of whether the same is caused (directly or indirectly) by a medical condition; Study and treatment of sleep apnoea;
- Any dental care or surgery of cosmetic nature, extraction of impacted tooth/teeth, orthodontics or orthognathic surgery, or temporo-mandibular joint disorder except as necessitated by an accidental injury;
- Treatment for infertility or impotency, sex change or any treatment related to it, abortion, sterilization and contraception including any complications relating thereto;
- Hospitalisation for treatment arising from pregnancy and it's complications which shall include childbirth or miscarriage;
- Hospitalisation primarily for diagnosis, X-ray examinations, general physical or medical check-up not followed by active treatment during the hospitalisation period;
- Stay in hospital where no active regular treatment is given by specialist medical practitioner;
- Experimental or unproven procedures or treatments, devices or pharmacological regimens of any description (not recognized by Indian Medical Council) or hospitalisation for treatment under any system other than allopathy;
- Treatment of any mental or psychiatric condition including but not limited to insanity, mental or nervous breakdown / disorder, depression, dementia, Alzheimer's disease or rest cures;
- Admission to a nursing home or home for the care of the aged unless related to the treatment of an acute medical condition;
- Treatment directly or indirectly arising from alcohol, drug or substance abuse and any illness or accidental physical injury which may be suffered after consumption of intoxicating substances, liquors or drugs;
- Treatment directly or indirectly arising from or consequent upon war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, active participation in strikes, riots or civil commotion, revolution, insurrection or military or usurped power, and full-time service in any of the armed forces;
- Cosmetic or plastic surgery except to the extent that such surgery is necessary for the repair of damage caused solely by accidental injuries; treatment of xanthelesema, syringoma, acne and alopecia; circumcision unless necessary for treatment of a disease or necessitated due to an accident;
- Nuclear disaster, radioactive contamination and/or release of nuclear or atomic energy;
- Treatment for accidental physical injury or illness caused by intentionally self-inflicted injuries; or any attempts of suicide while sane or insane; or deliberate exposure to exceptional danger (except in an attempt to save human life); is excluded.

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In case of death due to suicide within 12 months: 80% of the total premiums paid till the date of death, provided the policy is in force

- Treatment for accidental physical injury or illness caused by violation or attempted violation of the law, or resistance to arrest;
- Treatment for accidental physical injury or illness caused by professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, and any other hazardous activities or sports unless agreed by special endorsement;
- Hospitalization where the insured is a donor for any organ transplant;
- Any hospitalisation outside of Republic of India.
- No benefits are payable on surrender of the Rider.
- If the Life Insured, whether medically sane or insane, commits suicide, within one year of the Issue Date/ Revival Date, the Rider shall be void and The Company will not be liable to pay any Rider Benefit to the Policyholder/nominee.



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PART E
Part E is not applicable to this Policy



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Part F Other Terms and Conditions

1. Fraud And Misstatement

Fraud and Misstatement would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. **[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference]**

2. Claims

- The Company would require the following primary documents in support of a claim at the claim intimation stage under this Rider:
- Valid Age Proof
- Copy of the policy document
- Claims intimation form
- Treating doctor's certificate duly filled and signed in original.
- Copies of Medical records, Discharge card/ summary and Indoor Case papers.
- Copies of Investigations reports, consultation papers and medical bills.
- Copy of personalized cancelled cheque / bank account statement of the policy owner

Prior to processing the claim, the Company is entitled to call for additional documents based on the conditions among others the duration of the Policy, the circumstances of the death, accident or illness and such other factors.

Easy ways of claim intimation

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

*Claims intimated through these modes will be considered as verbal intimation. Claim will be formally registered only when written intimation (in form of physical claims form or through email or online through our website) is received at branch or directly to Claims team at Head Office.

3. Assignment and Nomination

Assignment: Assignment is allowed under this plan as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in Annexure-1 of this Policy Document. The notice of assignment should be submitted for registration to the office of the Company, where the policy is serviced

Nomination: Nomination by the holder of a policy of life assurance on his/her own life is allowed as per Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are contained in Annexure-2 of this Policy Document. The notice of nomination or change of nomination should be submitted for registration to the office of the Company, where the policy is serviced. In registering nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

4. 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.

5. Incorrect information and Non Disclosure

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material for assessment of the risk in connection with issuing the Policy.

In case of fraud and misstatement 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.

6. Notices

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

Any change in the address of the Policyholder should be informed to the Company so as to ensure timely communication of notices and to the correct address.

Kindly refer to Part G section 1 of the Bond for intimating about the change in existing details.

7. 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.

8. 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.

9. Governing Laws & Jurisdiction

The Policy shall be governed by the laws of India and the Indian Courts shall have jurisdiction to settle any disputes arising under the Policy.

10. Issuance of duplicate Policy

The Policyholder can make an application for duplicate Policy with no additional charges upon loss of policy document along with other requirements as may be prescribed by the Company.

11. Legislative Changes

The Terms and Conditions including the premiums and benefits payable under this policy are subject to variation in accordance with the applicable laws and regulations.

1. Customer Service

Please refer base policy for details

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

- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: service@bharti-axa.com
- Mail to: Customer Service
Bharti AXA Life Insurance Company Ltd.
Spectrum tower, 3rd Floor,
Malad link road, Malad (west),
Mumbai 400064. Maharashtra'

2. Grievance Redressal Procedure : Please refer base policy for details

Step 1:

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

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

Write to us at:

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

Grievance Redressal Cell

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

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

Step 2:

In case you are not satisfied with the decision of the above office/officer, or have not received any response within 14 calendar days, you may contact our Grievance Redressal Officer,

- Write to our Grievance Redressal 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-axa.com

You are requested to inform us about your concern within 8 weeks of receipt of resolution, failing which we will deem the complaint to be satisfactorily resolved

Step 3:

If you are still not satisfied with the resolution, you may write to our Senior Grievance Redressal Officer / Grievance Officer at: Write to our Grievance Officer at:

Grievance Redressal Cell Spectrum Towers,
3rd Floor, Malad Link Road,
Malad (West), Mumbai – 400064

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 / 1800 4254 732
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 Sy no.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032

Step 4:

In case you are not satisfied with the decision/ resolution of the Company, you may approach the Insurance Ombudsman through the IRDAI website www.irda.gov.in for the contact details of the Insurance Ombudsman Offices

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:

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 – II for reference]

Section 13 of the Insurance Ombudsman Rules, 2017 (as amended from time to time): 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 (as amended from time to time): 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.

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

Address & Contact Details of Ombudsmen Centres

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

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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU – 560 078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL (M.P.)- 462 003.	Tel.: 0755-2769201/2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.	Tel.: 0674- 2596461/2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH 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 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018.	Tel.: 044-24333668 /24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002.	Tel.: 011- 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, S.S. Road, GUWAHATI-781001 (ASSAM).	Tel.: 0361- 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, JAIPUR – 302 005	Tel.: 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan

Policy Document
Bharti AXA Life Hospi Cash Rider
A Non-Linked Non-Participating Individual Health Insurance Rider



ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM-682 015.	Tel.: 0484-2358759/2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700072.	Tel.: 033-22124339/22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001.	Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054.	Tel.: 69038821/23/24/25/26/27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)
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- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, PATNA-800 001.	Tel.: 0612- 2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, PUNE – 411 030.	Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

BBEWARE 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.

Note: In case of dispute in respect of interpretation of these terms and conditions and special provisions/conditions the English version shall stand valid.

YOU ARE REQUESTED TO EXAMINE THIS POLICY DOCUMENT, AND IF ANY MISTAKE BE FOUND THEREIN, RETURN IT IMMEDIATELY FOR CORRECTION.

Policy Document

Bharti AXA Life Hospi Cash Rider

A Non-Linked Non-Participating Individual Health Insurance Rider



Annexure 1 to Policy Bond

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a Policy shall 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:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. 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.
03. 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.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. 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.
08. 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.
09. 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), 2014 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment), Act 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated March 23, 2015 for complete and accurate details]

Annexure 2 to the Policy Bond

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:

01. 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.

02. 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.
03. Nomination can be made at any time before the Maturity of the Policy.
04. 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.
05. 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.
06. 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.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. 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.
09. 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. or 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), 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 (Amendment) 2014, a nomination is made in favor 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 3 to the Policy Bond.

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.

01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 years from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.
02. 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

Policy Document

Bharti AXA Life Hospi Cash Rider

A Non-Linked Non-Participating Individual Health Insurance Rider



- 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.

03. 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.
04. 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.
05. 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.
06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. 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.
09. 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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