

**Policy Document –
Bharti AXA Life Accidental Death Benefit Rider**

Part B

- 1. Definitions:** (meaning of technical words used in Rider Document)
- a) **Accident** is defined a sudden, unforeseen and involuntary event caused by external and visible means.
 - b) **Accidental Death means death** caused by sudden, violent, unforeseen and involuntary event caused by external and visible means as revealed by an autopsy provided such death was caused directly by such Accident and independently of any physical or mental illness within ninety (90) days of the date of Accident.
 - c) **Age** is the Age at last birthday, in completed years.
 - d) **Annualized Premium** is aggregate of the premiums for the Rider in a Policy Year and is payable by the Policyholder according to the mode of payment chosen by him/her. It is exclusive of any additional charges as levied by the Company over and above the standard premium rates.
 - e) **Basic Plan/ Base Policy** is the life insurance product chosen by the Policyholder out of the various products offered by the Company.
 - f) **Date of Commencement of the Rider** is the date of issue of the Rider by the Company.
 - g) **Rider** is an optional Insurance cover which is purchased alongwith the Basic Plan. It provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read alongwith Basic Plan.

Rider includes the Rider Document, the Rider Schedule, 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 request for Rider.

- h) **Rider Date / Date of Commencement of Risk** is the date of commencement of risk under this Rider and as specified in the Rider Schedule.
- i) **Rider Premium** is the premium payable for the Rider/(s) chosen by the Policyholder and is mentioned in the Rider Schedule.
- j) **Rider Term** is the number of years for which the Rider is in-force, commencing from the Rider Date and ending on the Expiry Date mentioned in the Rider Schedule.
- k) **Sum Assured** for the purpose of this document is the Rider benefit amount as chosen by the Policyholder at the inception of the Rider.
- l) **The Company /Company** means Bharti AXA Life Insurance Company Limited.
- m) **You/Your/Yours** refers to the Policyholder and shall also include the Life Insured, where the Policyholder and Life Insured are different person/s.

****The terms defined above shall also act as a reference guide to the Policy document in terms of IRDA Circular No. IRDA/LIFE/CIR/MISC/050/03/2013 dated 12 March 2013'**

PART C

Benefits Payable

1. Death Benefit

Accidental Death Benefit Rider can be opted by the Policyholder only at the inception of the Basic Plan/ Base Policy.

Subject to the Policy being in force, in the event of death of the Life Insured due to Accident during the Rider Term, the Company shall pay to the Nominee(s)/ legal heir(s) of the Policyholder as the case may be, 100% of the Sum Assured. It is clarified that if the Accident occurs during the Rider Term and the death due to the said Accident happens after the expiry of the Rider Term (but within 90 days from the date of accident), Death benefit will be payable.

Maturity/Survival Benefit: There is no maturity or survival benefit payable under this Rider. This Rider shall automatically cease to exist on the termination of the Base Policy as also mentioned in Part D Section 7.

No benefits are payable, if the death is due to the scenarios as mentioned in Part D Section 8 of this Rider.

2. 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 30 days Grace Period to pay the premiums which fell due and the benefits under the policy remain unaltered during this period.

It is clarified that the Rider Premium becomes payable alongwith the Base Policy premium.

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PART D

1. Free Look Period

If Policyholder disagrees with any of the terms and conditions of the Rider, there is an option to return the original Rider along with a letter stating reason/s within 15 days of receipt of the Rider in case of offline Rider and within 30 days of receipt of the Rider in case the Rider is sourced through distance marketing (i.e. online sales). The Rider 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 Rider shall stand extinguished immediately on cancellation of the Rider under the free look option.

If the Rider 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 Rider Premium

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 such unpaid premium.

The Policyholder can also opt to discontinue the Rider, anytime during the Rider Term, however no benefit shall be payable upon the discontinuance of the Rider.

3. Revival of Rider

The Rider may be revived subject to the following conditions;

- The application for Revival of the Rider benefit is made within two (2) years from the date of such unpaid premium and before the termination of Base Policy or Expiry of the 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 will advise the Policyholder to submit a "Declaration of Good Health" or will advise the Policyholder 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.

Note: The Rider cannot be revived if the Policyholder has requested the Company to discontinue the Rider

4. Suicide

The Rider shall be void if the Life Insured, whether medically sane or insane, commits suicide resulting in death directly or indirectly as a result of such suicide. However on happening of such event

- a) one year of the Date of Commencement of the Policy/Rider; or
- b) one year from the date of revival of the Policy & Rider.

The Company shall pay to the Nominee or Legal representatives of the Policyholder, 80% of the premiums paid till date of death, provided the Policy is in force as on date of death of the Life Insured.

5. Claims

The Company is entitled to call for the following primary documents in support of a claim, at the claim intimation stage under this Rider:

- Valid Age Proof (Driving License in case of Road Accident)
- Copy of Rider (entire book let)
- Claims intimation form
- Treating doctor's certificate duly filled and signed in original.
- Copies of Medical records, Discharge card/summary and Indoor Case papers.
- First Information Report, Panchnama, Inquest report and Final Investigation Report

Prior to processing the claim, the Company is entitled to call for additional documents, if in the opinion of the Company such additional documents are warranted to process the claim.

6. Rider alterations / Modifications

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

7. Expiry of the Rider

Benefits payable under the Rider shall cease to exist, at the occurrence of earliest of the following:

- On attaining age of 75 years;
- When your Base Policy ceases to exist or lapsed;
- When the Policyholder discontinues the Rider Premium but continues to pay the Base Policy premium;
- When the Rider Premium is not paid within 30 days from the due date of such unpaid premium;
- All Benefits under the Rider are paid.

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8. Exclusions

The Life Insured will not be entitled to any accidental benefits directly or indirectly due to or caused, occasioned, accelerated or aggravated on account of any of the following:

- Suicide or attempted suicide or self-inflicted injury, whether the Life insured is medically sane or insane. However in case of suicide within one year of issue date or one year of latest date of revival of the policy, the payout shall be as mentioned in the Part D Section 4.
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- Taking part in any naval, military or air force operation during peace time
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to,

diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping

- Intake of Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.

9. 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 Rider

PART - F

1. Fraud And Misrepresentation

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

2. Misstatement of Age and Gender

- If the correct age of the Life Insured is different from that mentioned in the Application Form, the Company will assess the eligibility of the Life Insured for the Policy in accordance with the correct age of the Life Insured.
- If on the basis of correct age, the Life Insured is not eligible for the Policy, the Policy shall be cancelled immediately by refunding the Premium received by the Company under the Policy as per the provisions of Section 45 of Insurance Act 1938 as amended from time to time.
- If the Life Insured is eligible for the Policy as per his / her correct age, then the Company will calculate the applicable charges basis the correct age of Life Insured and will accordingly adjust the Fund Value / Coverage Sum Assured.

3. Assignment and Nomination

Assignment : Assignment shall be in accordance with the provisions of sec 38 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Appendix – (I) for reference]

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

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

4. Taxation

The tax benefits, if any, on the Rider would be 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 Rider. The Company reserves the right to recover statutory levies including service tax by way of adjustment of the premiums paid by the Policyholder.

5. Notices

Any notice to be given to the Policyholder under the Rider 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.

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6. 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.

7. Mode of communication

The Company and the Policyholder may exchange communications pertaining to the Rider 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.

8. Governing Laws & Jurisdiction

The terms and conditions of the Rider 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 Rider document and / or relating to the Rider.

9. Term used and its meaning

Any term not otherwise defined in this Rider document shall have the meaning ascribed to it under Rider as defined here in Part B (g). If a particular term is not defined or otherwise articulated either in the Rider document or under the Rider, 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 Agent 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

3. 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 fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India Survey No. 115/1, Financial District,

Nanakramguda, Gachibowli, Hyderabad – 500 032

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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 Ombudsman is appended below in or please visit the website mentioned below for latest list of Insurance Ombudsman:

- 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: Provided that acceptance by an insurance agent of commission in connection with a Policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by 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 – II for reference]