

## I. DEFINITIONS

“**Age**” means the age at last birthday, in completed years attained by the Life Insured as on the Effective Date of Coverage.

“**Accidental Death**” means traumatic death of the Life Insured caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within ninety days of such trauma, proved to the satisfaction of the Company.

“**Accidental Death Benefit**” means an amount equal to the Death Benefit with a maximum limit of Rs.20,00,000 (Rupees Twenty lakhs only) and is payable to the Beneficiary in the event of the death of the Life Insured (and in the case of Coverage on joint lives, the death of either of the Lives Insured) due to Accidental Death during the first five years of the Coverage Term, while the Coverage is in force.

“**Beneficiary/(ies)**” means the individual/(s) nominated by the Life Insured to receive the Benefit in the event of the death of the Life Insured while the Coverage is in force and whose name/(s) have been entered in the records kept by the Policyholder as being eligible for the Benefits under the Policy and notified to the Company including any change of the nominated Individual which the Life Insured/Lives Insured intimates in writing to the Company in the case of Coverage on joint lives insured, the term “Beneficiary” shall mean the surviving Life Insured.

“**Benefits**” means the Death Benefit and in the event of death due to accident, the Death Benefit and the Accidental Death Benefit.

“**Certificate of Insurance**” means a statement evidencing the Coverage of the Life Insured under the Policy, subject to the terms and conditions of the Policy.

“**Coverage**” means the life insurance effected in respect of each of the Life/(ves) Insured under the Policy and as mentioned in the Certificate of Insurance.

“**Coverage Premium**” means the premium payable by the Policyholder to the Company to effect the Coverage in respect of the Lives Insured under the Policy.

“**Coverage Term**” means the period of Coverage for which the Life Insured is covered under the Policy, commencing from the Effective Date of Coverage to the Termination Date of Coverage and shall be of a term of at least three completed years but not exceeding thirty completed years and as mentioned in the Certificate of Insurance.

“**Death Benefit**” means the benefit payable on the death of the Life insured (and in the case of Coverage on joint lives, the death of either of the Lives Insured) as mentioned in the Certificate of Insurance while the Coverage is in force.

“**Effective Date of Coverage**” means the date of commencement of Coverage in respect of a Life Insured under the Policy pursuant to the provision on Commencement of Coverage.

“**Individual/(s)**” shall deem to mean only natural person(s) and not any other entity juristic, legal or otherwise.

“**Issue Date**” means the date of issue of Certificate of Insurance in respect of each Life/Lives Insured.

“**Life Insured/Lives Insured**” means the individuals who have been granted and are in receipt of a loan from the Policyholder against the mortgage of an asset and whose

Coverage is in effect under the Policy and whose names appear in the list of Life/(ves) Insured available with the Company as having been covered under the Policy and in the case of a Coverage on joint lives (not exceeding two lives) it shall have reference to both the Lives Insured or to either of them, as is appropriate to the context.

“**Policy**” means the Bharti AXA Mortgage Credit Shield which is a single premium group reducing term life insurance product issued to the Policyholder for securing the payment of the Benefits to the Lives Insured. .

“**Policyholder**” means \_\_\_\_\_, the holder of the Policy.

“**Policy Effective Date**” means the date of commencement of the Policy.

“**Termination Date of Coverage**” means in respect of each Life Insured, the date on which the Coverage of the Life Insured ceases under the Policy for reasons mentioned in the section on Termination of Coverage in this Policy.

“**The Company**” means Bharti AXA Life Insurance Company Limited.

“**Unexpired Coverage Term**” for this purpose means the Coverage Term (in months) less the period (in months) from Effective Date of Coverage to Termination Date of Coverage/ Date of increase in the Coverage.

## **II. GENERAL PROVISIONS**

### **Non-participating Policy**

The Policy is not entitled to participate in the distribution of surplus that may be declared by the Company from time to time.

### **Eligibility conditions**

Individual/(s) shall be eligible to be covered under the Policy on the basis of the following conditions:

1. she/he/ they has/have taken a mortgage or home equity loan from the Policyholder;
2. has/ve a minimum outstanding loan of Rs.2,00,000 (Rupees two lakhs only) and not exceeding Rs.3,00,00,000 (Rupees three crores only);
3. has/ve a minimum loan term of at least three years but not exceeding thirty years;
4. has/ve attained the age of 18 years but not exceeded 60 years;
5. is/are in good health and has/ve submitted the evidence of good health and insurability in the format prescribed by the Company; and
6. has/ve fulfilled the underwriting requirements as prescribed by the Company.

### **Evidence of good health and insurability**

The Policyholder shall furnish the evidence of good health and insurability as required by the Company and manner prescribed by the Company in respect of each Life Insured covered under the Policy..

### **Proof of age**

The Coverage Premium in respect of a Life Insured is calculated based on the Age of the Life Insured recorded in the list of Lives Insured. The Company may require proof of age as per the standard age proofs prescribed by the Company in respect of Lives Insured. If an

incorrect Age is provided in respect of a Life Insured, the Company will adjust the Coverage and the Coverage Premium, based on the correct age of the Life Insured. If the Life Insured's actual age is such that it would have made the Life Insured ineligible for the Coverage, then the Company reserves the right, at its discretion, to take such action as it deems fit, including termination of the Coverage and forfeiture of Coverage Premium received in respect of such Life Insured.

### **Disclosures - section 45 of the Insurance Act, 1938**

The Policy has been issued and the Coverages herein have been granted on the representation of the Policyholder that the Policyholder and to the best of the knowledge of the Policyholder, the Lives Insured have made and/or have caused to be made full disclosures of all relevant facts and circumstances. Any concealment, non-disclosure, misrepresentation or fraud shall render the respective Coverages herein liable for termination and/or voidable at the option of the Company and also forfeiture of the Coverage Premium(s) received at the discretion of the Company.

No Policy or Coverage shall, after the expiry of two years from the date on which it was effected, be called in question by the Company on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy or grant of Coverage/(s), was inaccurate or false, unless the Company shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder/Life/(ves) Insured and that the Policyholder/Life/(ves) Insured knew at the time of making it that the statement was false or that the Policyholder/Life/(ves) Insured suppressed facts which were material to disclose.

### **Commencement of Coverage**

Coverage in respect of all eligible Individuals to be insured will commence with effect from the Effective Date of Coverage subject to completion of all the following conditions of such conditions during the Coverage Term:

1. the proposed Life/(ves) Insured has utilised the proceeds of the loan.
2. the Company has received all the particulars of the proposed Life/(ves) Insured as per the prescribed format provided by the Company;
3. the Company has received the Coverage Premium in respect of the proposed Life/(ves) Insured;
4. the Company has accepted the risk for the proposed Life/(ves) Insured;

### **Data and information**

1. The Policyholder shall furnish to the Company all such data, information and evidence as the Company may reasonably require in writing with regard to any matter relating to or affecting the Coverages effected or to be effected under the Policy and the Company shall not be liable for any action taken in good faith upon any data, information or evidence so furnished, which shall be or shall prove to have been erroneous or inaccurate.
2. The Policyholder shall maintain the data, information, evidence pertaining to the list of Life/(ves) Insured to calculate the Coverage Premiums and shall ensure that the terms of the Policy are fulfilled alongwith the data, information and evidence on the list of Beneficiaries. Such data and information (in original or notarised photostat copies thereof) available with the Policyholder as have a bearing on the Coverages hereunder shall be open for inspection by the Company on prior written notice and

during normal working hours of the Policyholder. The Policyholder shall furnish the list of Lives Insured alongwith the List of Beneficiaries (including any change thereof) to the Company on a daily basis. An intimation by electronic mode shall be construed as a good, valid, sufficient and effective communication of the List of Beneficiaries.

3. The Policyholder will issue Certificate of Insurance for each Coverage on behalf of the Company, in accordance with the underwriting norms of the Company in this regard. The Policyholder and the Company shall carry out a reconciliation of the list of Certificates of Insurance issued by the Policyholder on a daily basis with the list of Lives Insured available with the Company.
4. The Company and the Policyholder shall maintain in utmost confidence all information in their possession relating to the other party and shall comply with all relevant legislation pertaining to protection of personal information of the Lives Insured.
5. The Policyholder shall be responsible for any loss, liability, damages that may arise on account of delay in or not providing of information, providing incorrect/false information to the Company at any stage including at the time of claim for the Benefit, non-payment / withholding of payment / short payment to the Beneficiary/(ies), issuance of a Certificate of Insurance to an individual who is not a Life Insured as per the list of Lives Insured available with the Company.
6. In the event the Company is required to honour a claim in respect of an individual who has not fulfilled the terms of the section on Commencement of Coverage, then the Policyholder shall indemnify the Company for any and all costs, penalties, expenses, damages, fees (including any lawyer's/advocate's/ attorney's fees) in respect of such a claim.
7. The Parties hereby represent and warrant that till the Coverages are in force, neither of them shall violate provisions of any applicable laws, nor do or cause to be done any act which may be detrimental, prejudicial and /or in violation of the terms hereof. The Parties further agree to indemnify and hold the other Party harmless from all losses, claims, damages, costs, penalties, etc. of any kind to which it may be subjected due to any breach or non-compliance of any of the terms of this Agreement.

### **Place and currency**

The Coverage/s effected hereunder shall be expressed in Indian Rupees. All moneys payable to or by the Company under the Policy shall be made in India and in Indian Rupees.

### **Free look option**

If the Life Insured disagrees with any of the terms of the Policy/Coverage, the Life Insured may, within fifteen (15) days of the receipt of the Certificate of Insurance, by written communication addressed to the Policyholder or Company enclosing the original Certificate of Insurance, seek to cancel the Coverage under the Policy whereon the Company shall refund to the Policyholder, the Coverage Premium paid in respect of the said Coverage after deduction of stamp duty and underwriting expenses incurred by the Company in issuing the Coverage.

## **Grievance redressal procedure**

Grievances should first be lodged with the following contact points and subsequently if required to the Insurance Ombudsman whose address can be obtained from the registered office of the Company:

Department:	Complaint Cell
Registered Office:	61/62, Kalpataru Synergy Opp. Grand Hyatt, Vakola, Santacruz (East) Mumbai 400055
Website:	<a href="http://www.bharti-axalife.com">www.bharti-axalife.com</a>
E-mail:	<a href="mailto:groupservice@bharti-axalife.com">groupservice@bharti-axalife.com</a>
Toll Free no.:	1800 425 1350 (MTNL/BSNL subscribers)
Toll Free no.:	1800 102 4444 (Airtel subscribers)
Phone:	020-40182300
Fax:	022 40306347

## **Communication**

All communication in relation to the Policy shall be addressed to any of the following:

Department:	Service Delivery
Registered Office:	61/62, Kalpataru Synergy Opp. Grand Hyatt, Vakola, Santacruz (East) Mumbai 400055
Website:	<a href="http://www.bharti-axalife.com">www.bharti-axalife.com</a>
E-mail:	<a href="mailto:groupservice@bharti-axalife.com">groupservice@bharti-axalife.com</a>
Toll Free no.:	1800 425 1350 (MTNL/BSNL subscribers)
Toll Free no.:	1800 102 4444 (Airtel subscribers)
Phone:	020-40182300
Fax:	022 40306347

## **III. COVERAGE PREMIUM AND INCREASE OF COVERAGE**

### **1. Coverage Premium**

The Coverage Premium in respect of the Coverage for:

- each Life Insured will be determined by the Company on the basis of premium rates established by the Company and detailed in the Schedule I to the Policy and as may be modified from time to time;
- joint Lives Insured will be determined as per the following calculation:  $0.9 * (\text{sum of the premiums for both the joint Lives Insured})$

The Policyholder shall be solely responsible for remitting the Coverage Premium in respect of each Life Insured while the Policy is in effect and shall ensure prompt remittance of the Coverage Premiums in one lump sum to the Company alongwith a statement providing on a daily basis additions and deletions to the list of Lives Insured in the format prescribed by the Company.

### **2. Increase of Coverage**

Any increase in the existing Coverage on the request of the Life Insured shall be subject to submission of evidence of good health, fulfilling the underwriting requirements, receipt of additional Coverage Premium and receipt of the alteration charge by the Company. The

additional Coverage Premium shall be calculated as per the premium rates provided in Schedule I.

The alteration charge shall be calculated as:

10% [premium for existing Coverage excluding service tax and education cess \* (Unexpired Coverage Term (in months) / total Coverage Term (in months))], subject to a minimum of Rs.500.

The Company or the Policyholder on behalf of the Company, as the case may be shall accordingly revise the Death Benefit for the said Life Insured and forward the revised Certificate of Insurance to the Life Insured.

#### **IV. BENEFITS**

The Benefits payable under the Policy to the Beneficiary/(ies) are as under:

1. **Death Benefit:** In the event of death of the Life Insured and in the case of Coverage on joint lives insured, the death of either of the joint Lives Insured (proved to the satisfaction of the Company), while the Coverage is in force, the Death Benefit shall be payable by the Company to the Beneficiary of the Life Insured in accordance with the Death Benefit Table available in the Certificate of Insurance issued to the Life Insured covered under the Policy. The Death Benefit is a monthly reducing Coverage calculated on the basis of Coverage, Coverage Term and an assumed fixed interest rate and is subject to an overall limit of Rs.3,00,00,000 (Rupees Three crores only) in respect of each Life Insured.
2. **Accidental Death Benefit:** The Company shall in addition to the Death Benefit, pay the Accidental Death Benefit to the Beneficiary in the event of Accidental Death of the Life Insured and in the case of Coverage on joint lives insured, the Accidental Death of either of the joint Lives Insured, while the Coverage is in force.

On the payment of the Benefits under the Coverage, the Coverage provided to the Life Insured under the Policy would terminate and all liability of the Company in respect of that Life Insured would stand extinguished.

#### **V. PROCEDURE FOR REGISTERING AND PAYMENT OF CLAIMS**

1. On the death of the Life Insured, the Beneficiary will give written notice and proof of claim to the Policyholder in respect of the Life Insured.
2. The Beneficiary shall provide the following primary documents alongwith the written notice for processing the claim:
  - Certificate of Insurance
  - Proof of subsisting loan taken by the Life(ves) Insured from the Policyholder.
  - Last attending Doctor's Certificate\Attending Physician's Statement;
  - Copy of Death Certificate duly verified with the original Death Certificate with signature of the employee of the Policyholder with name and employee number;
  - Copies of medical reports duly verified with the original medical reports with signature of the employee of the Policyholder with name and employee number;
  - Death Claim Form (to be submitted by the Policyholder);
  - Evidence of good health and Enrolment Form (to be submitted by the Policyholder);

- Any other documentation that the Company may consider as material and relevant to the claim

In addition to the above, the following documents are required to be submitted in the event of Accidental Death of the Life Insured:

- First Information Report
  - Post Mortem Report
  - Any other documentation that the Company may consider as material and relevant to the claim
3. The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of the claim.
  4. The Company shall draw a cheque or draft for payment of Death Benefit in favour of 'Name of Deceased Life Insured Loan A/c No.' and forward it to the Policyholder. The Policyholder shall set-off the Death Benefit amount against the outstanding loan amount of the Life Insured and shall pay the Beneficiary balance amount, if any. The Accidental Death Benefit (if applicable) shall be solely payable to the Beneficiary and the Policyholder shall not have any lien on the proceeds of the Accidental Death Benefit against the outstanding loan amount, if any. The Company shall forward the cheque/draft for and towards the Accidental Death Benefit to the Policyholder for disbursement to Beneficiary. The Policyholder shall indemnify and keep indemnified the Company for any claim, damages, losses arising out of negligence, error, delay, short payment or non-payment of the claim monies by the Policyholder to the Beneficiary/(ies).
  5. A communication received via electronic mode in the format agreed upon between the Company and Policyholder, confirming receipt of payment of Benefit/(s) shall be construed as a good, valid, sufficient and conclusive discharge of all liabilities of the Company in respect of any payment of Benefit/(s) to be made under the Policy.

## VI. EXCLUSIONS

The payment of Benefits is subject to the following exclusions:

1. **Suicide:** If a Life Insured (and in the case of Coverage on joint Lives Insured, the date of the death of any one of the joint Lives Insured) whether medically sane or insane, commits suicide within one year of the Effective Date of Coverage or the date of acceptance of increase in Coverage, whichever is later, the Coverage of the Life Insured shall terminate and the Company will pay the Surrender Value in respect of the Coverage to the Beneficiary
2. **Exclusions for Accidental Death Benefit:** The Company is not liable to pay any Benefit in respect of any Life Insured in the event of death of the Life Insured, directly or indirectly, caused, occasioned, accelerated or aggravated by any of the following:
  - Suicide or self inflicted injury, whether the Life insured is medically sane or insane.
  - 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.
  - Service in the armed forces, or any police organization, of any country at war or service in any force of an international body.
  - Committing an assault, a criminal offence, an illegal activity or any breach of law.

- Taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a licensed doctor other than the Life insured.
- Participation in aviation other than as a fare-paying passenger in an aircraft that is authorised by the relevant regulations to carry such passengers between established aerodromes.
- Taking part or practicing for any hazardous hobby, pursuit or any race.
- Hazardous occupations including but not exclusive to mining, deep-sea fishing, forestry, scuba diving.
- Bodily or mental infirmity or any disease

## VII. TERMINATION OF COVERAGE

The Coverage of a Life Insured under the Policy shall terminate on the Termination Date of Coverage which will be on the date of occurrence of the earliest of any of the following events:

Event 1	Expiry of the Coverage Term
Event 2	On the date on which the Life Insured/ any one of the joint Lives Insured attains the age of 70 years
Event 3	Date of the death of the Life Insured during the Coverage Term (and in the case of Coverage on joint Lives Insured, the date of death of any one of the joint Lives Insured during the Coverage Term)
Event 4	Request for termination of the Coverage by the Life Insured (and in the case of Coverage on joint Lives Insured, the request given jointly by both the joint Lives Insured) on submission of a written request to the Policyholder
Event 5	Request for termination of the Coverage by the Policyholder on submission of a written request to the Company in the event of termination of relationship between Policyholder and Life Insured

On the occurrence of the above events, the following shall be applicable:

Event 1	The Company shall cease to pay any Benefits under the Policy in respect of the Life/(ves) Insured
Event 2	<ul style="list-style-type: none"> <li>• The Company shall cease to pay any Benefits under the Policy in respect of the Life Insured.</li> <li>• In the case of Coverage on joint Lives Insured, the Coverage would continue for the joint Life Insured who has not yet attained the age of 70 years</li> </ul>
Event 3	The Company shall pay the Death Benefit (and Accidental Death Benefit where applicable) to the Beneficiary and the Coverage shall cease.
Events 4 or 5	The Company shall pay the Surrender Value to the Life/(ves) Insured

## VIII. SURRENDER VALUE

Surrender Value in respect of the Coverage of a Life Insured shall be computed as per the following formula:

$0.4 \times P \times U/T$ , where:

- P = Single premium paid in respect of the Coverage of a Life Insured excluding service tax and applicable cess
- U = Unexpired Coverage Term (in months)

T = Coverage Term for the Life Insured (in months)

## IX. TERMINATION OF POLICY

The Policy will remain in effect unless otherwise terminated in the manner set out below:

**By the Policyholder:** The Policyholder will be entitled to terminate the Policy after three years from the Policy Effective Date by providing written notice to the Company stating its intent to terminate the Policy, in which case the Policy will terminate on the later of:

- The date specified in the notice; or
- 90 days from the date on which the Company receives the notice.

The Policyholder shall not avail of an identical policy from any other life insurance company from the Policy Effective Date till such time the Policy is terminated.

**By the Company:** The Company may terminate this Policy:

- On any date after giving 90 days' written notice to the Policyholder; or
- On any date if required by legislation.

The Policyholder and the Company shall continue to fulfill their obligations until there are no Coverage/(s) effective under the Policy as mentioned in Section II (Data and Information) or thirty years from the date of termination, whichever is earlier.

On termination of the Policy either by the Policyholder or by the Company and during the notice period, no new individuals shall be admitted as Lives Insured under the Policy. The Coverage of the existing Lives Insured shall continue as per their respective Coverage Terms under the Policy.

## X. VARIATIONS TO THE POLICY

The Company reserves the right to vary/change the type or form of the policy including the premium rates, terms and conditions of the Policy including the Schedules, in consultation with the Policyholder and providing a prior written notice of 90 days for effecting the same.

The change/variation will be considered effective on the date immediately subsequent to the completion of the notice period of 90 days. Such change/variation will apply subject to the approval of the Insurance Regulatory and Development Authority ('IRDA'), if required and only to Coverages hereunder becoming effective on or after the date of expiry of such notice. Any such change/variation in the terms and conditions of the Policy shall be given effect to by appropriate endorsements to the Policy signed by an authorised officer of the Company.

If the Policyholder objects to the intended variation/change to the Policy within a period of 90 days of the receipt of notice of the change, then the authorised representatives of both the Parties shall endeavour to resolve the matter amicably by accepting it with such changes as mutually agreed between the Parties. If the Parties do not come to a mutual agreement, then the Company has the right to discontinue the additions of any new Coverage under the Policy on completion of 90 days of the notice of the change. In such a case, the Company and the Policyholder shall mutually agree on an alternate group insurance product which shall be delivered prior to discontinuing additions of new coverage in the existing product, subject to the approval of the Insurance Regulatory and Development Authority ('IRDA').

Notwithstanding anything contained in the Policy, the provisions herein shall stand changed, altered, amended, modified, discontinued or superseded to such extent and in such manner

as may be required with a short notice to comply with any change in the applicable law (including any regulations made or directions / instructions or guidelines issued by the Insurance Regulatory and Development Authority) or as may be necessary under a judgement or order of a court of law.

## **XI. LEGAL PROVISIONS**

### **Policyholder's acts binding on Life Insured/Beneficiary**

The Policyholder will act for and on behalf of the Life Insured in any matter relating to the Policy and Coverages.

### **Principal to principal relationship**

Both the parties shall act as independent service providers and neither party has the right, power or authority, whether expressed or implied to create any duty or obligation on behalf of the other nor can the liability of either party be interchanged.

### **Loan not available**

The Policyholder or the Life Insured will not be entitled to any loan under the Policy.

### **Governing Laws and jurisdiction**

The Policy is subject to the applicable legislations prevailing in India. All disputes of any kind whatsoever which may arise under or in connection with the Policy shall be subject to the jurisdiction of the courts in Mumbai.

### **Taxation**

1. The Life Insured under the Policy is eligible for tax benefits on the Coverage Premium paid in accordance with the provisions of the Income Tax Act 1961.
2. The tax benefits under the Policy would be as per the prevailing provisions of the tax laws from time to time and are subject to change.
3. In any case where the Company is liable to account to the revenue authorities for any taxes or duties or cesses under the Policy, the Company shall deduct such sums from the respective payment and the Company shall not be liable to the Life Insured or the Policyholder for the sums so deducted..