

## Policy document - Bharti AXA Life Secure Income Plan

### Part I

Bharti AXA Life Secure Income Plan is a traditional non-participating, limited premium payment policy. Non-Participating policy does not participate in the performance of insurance fund and is not entitled to distribution of Bonus. Annualised Regular Premium payable under the product will be calculated on the basis of policy term, age of the life insured, the Guaranteed Income and the mode of payment chosen by you as per the proposal form and the policy specifications.

#### 1. Definitions:

- a) **Age** is the Age at last birthday in completed years.
- b) **Annualized Regular Premium** is aggregate of the premiums for the Policy in a Policy Year and is payable by the policyholder according to the mode of payment chosen by him/her.
- c) **Issue Date** is the date of issue of the policy by the Company and shall also be the date of commencement of risk under this Policy which is specified in Policy Specifications and in case of any attached supplement or endorsement, it refers to the date of issue of such supplement or endorsement.
- d) **Limited Premium Payment Policy** is a Policy wherein the Premium Payment Term is limited as compared to the Policy Term and where the premium is payable at regular intervals as per the mode of payment chosen by the policyholder.
- e) **Life Insured** is the person named in the Policy Specifications whose life is covered under the Policy.
- f) **Maturity Date** is the date on which the Policy Term concludes and is shown as such in the Policy Specifications.
- g) **Nominee** is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured before maturity.
- h) **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 it to process the proposal.
- i) **Policyholder** is the owner of the Policy whose name is mentioned in the proposal form and may be a person other than the Life Insured.
- j) **Policy Date** is the day, month and year the Policy comes into effect and as shown in the Policy Specifications.
- k) **Policy Year** is measured from the Policy Date and is a period of twelve consecutive calendar months.
- l) **Policy Anniversary Date** is the date which periodically falls after every twelve months starting from the Policy Date whilst the Policy is in force.
- m) **Premium Payment Term** means the number of Policy Years for which the policyholder is required to pay the premium.

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- n) **Policy Benefit Period/ Policy Term** is the number of Policy Years for which the Policy is in effect, commencing from the Policy Date and ending on the Maturity Date and is mentioned in the Policy Specifications.
- o) **Policy Specifications** is the cover page to the Policy containing amongst others, the brief description of the Policy and the Policyholder which forms an integral part of the Policy Document.
- p) **Sum Assured** is the minimum amount guaranteed to be paid on maturity of the policy
- q) **The Company / Company** means Bharti AXA Life Insurance Company Limited.
- r) **Total Annual Premium** is the amount of premium payable in a Policy Year, provided the chosen mode for premium payment is annual.
- s) **Total Modal Premium** mentioned in the Policy Specifications means the premium payable by the policyholder on the due dates for payment and in any case not later than the grace period of 30 days from the due date, provided the premium payment mode chosen by the policyholder is other than annual.
- t) **You/Your/Yours** refers to the Policyholder and shall mean and include the Nominee, upon the death of the Life Insured, where the Policyholder and Life Insured is the same person.

## 2. **Benefits Payable**

### 2.A **Death Benefit**

In case of unfortunate event of death of the Life Insured, the following is paid to the nominee, subject to policy being in force.

Higher Of:

- a) Basic Sum Assured plus Guaranteed Additions accrued till date of death
- b) 105% of premiums paid till date of death or
- c) A multiple of Annual Base Premium as provided below :

Premium Payment Term	Multiple Of Annual Base Premium
5 years	11
7 years	11
10 years	13

Annual Base Premium excludes any modal factors and underwriting extra

In case of the death of the Life Insured during the grace period allowed for payment of due premium, the Death Benefit, after deducting the unpaid due Premium and any other amount due shall be payable.

### 2.B **Survival Benefit (Guaranteed Income)**

Guaranteed Income is a fixed amount which will be payable on a monthly basis, starting from the Policy Month falling after the completion of the Premium Payment term and thereafter every subsequent Policy Months, till the end of the Policy Term, provided the policy is in force. The Guaranteed Income will be 8% per annum of the Sum Assured.

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### 2.C Guaranteed Addition

A fixed guaranteed addition, declared as a percentage of Sum Assured gets added to your policy each year after the completion of premium payment term, until maturity of the policy. These guaranteed additions get paid out either on death or at maturity, provided the policy is in force and all due premiums have been paid. This Guaranteed Addition percentage, as shown in the table below varies as per the policy term chosen.

Policy term	Premium Payment Term	Annual Guaranteed Addition (applicable after premium payment term)
15 years	5 years	7% of Sum Assured
17 years	7 years	8.5% of Sum Assured
20 years	10 years	10% of Sum Assured

### 2.D Maturity Benefit

On Maturity of the policy, the Sum Assured will be paid, subject to the policy being in force.

Additionally the Guaranteed Additions as accrued will also be payable.

### 2.E Surrender Benefit

The policy acquires a surrender value provided that the Premiums have been paid for at least first two Policy Years (for policy term of 15 and 17 years) and for first three years (for policy term of 20 years). On surrender of the policy a lump sum amount equal to Guaranteed Surrender Value as defined in Section 4 of Part II will be paid to the policyholder and the policy gets terminated. The Company may allow surrender values at such other rates not less than the Guaranteed Surrender Values. These rates will be declared by the company from time to time, subject to prior approval from IRDA.

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### Part II

#### 1. **Misstatement of Age and Gender:**

Without prejudice to Section 45 of the Insurance Act, 1938 and other applicable laws in force, if the Life Insured's Age or gender has been misstated, as declared in the proposal, one of the following actions shall be taken:

- a) If the correct Age is higher than the Age declared in the Proposal, the Annualised Regular Premium payable under the Policy shall be altered corresponding to the correct Age of the Life Insured, from the Policy Date and the Policyholder shall pay to the Company the accumulated difference between the original premium as mentioned in the Proposal and such altered premium from the Policy Date up to the date of such payment with interest at such rate and in such manner as per the then prevailing internal guidelines of the Company . If the Policyholder fails to pay the difference of premium with the interest thereon as mentioned above, subject to such other terms and conditions, the Sum Assured will be changed on the basis of correct Age, gender and the premium paid.
- b) If the correct Age of the Life Insured is lower than the Age declared in the Proposal, the Annualised Regular Premium payable under the Policy shall be altered corresponding to the correct Age of Life Insured from the Policy Date and the Company may, at its discretion, refund the accumulated difference between the original premium paid and the altered premium
- c) If in accordance with the correct Age, it is not possible for the Company to alter the terms and conditions of the Policy or the Life Insured does not consent to any alterations proposed by the Company as mentioned above, the Policy shall stand cancelled from the Policy Date and the premium paid shall be refunded subject to the deduction of expenses incurred and payments already made by the Company under the Policy.

#### 2. **Grace Period**

Grace period is the time extended by the Company to facilitate the policyholder to pay all the unpaid premiums, in case the premium/s had not been paid as on the Premium 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.

#### 3. **Discontinuance of due premiums**

##### 3.A Lapsation of Policy

If the premium is not paid on the due date or during the grace period (during first two years for 15 and 17 years policy term and during first three years for 20 years policy term), the Policy shall lapse with effect from the date of such unpaid premium ('lapse date'). The Company shall notify the policyholder regarding lapse of the Policy. Lapsation of the Policy shall extinguish all the rights and benefits which the policy holder is entitled to under the Policy.

##### 3.B Paid Up Policy

If the policy has acquired a surrender value and If you have you have not paid due premiums within the grace period, then your policy will automatically be converted to paid up. Once the policy becomes paid up the base benefits will be reduced to paid up value which will be payable either on death or on maturity of the policy. The Guaranteed Income will be calculated as a percentage of the paid up value and the reduced guaranteed income will be paid on an annual

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basis.

The paid up value will be calculated as follows: 
$$\frac{\text{Number of Premiums paid} \times \text{Sum Assured}}{\text{Premium Payment Term}}$$

In case of reinstatement of a paid up policy, the differential amount of guaranteed income due (i.e. guaranteed income calculated on the full Sum Assured less the guaranteed income already paid out on the reduced Paid Up Value), if applicable, shall be paid to the policyholder.

In case of surrender of a paid up policy, the surrender value will be as follows:  
Surrender Value = Paid Up Value \* Surrender Value Factor

### 4. **Surrender Benefit**

#### 4.A **Guaranteed Surrender Value:**

The Policy acquires a Surrender Value provided that the due Premiums have been paid for at least first two Policy Years (for policy term of 15 and 17 years) and for first three Policy years (for policy term of 20 years).

The guaranteed Surrender Value Factors as a percentage of premiums paid are as defined in the table below:

Premium Payment Term/ Policy Year	5 years	7 years	10 years
1	0	0	0
2	30%	30%	0
3	30%	30%	30%
4	50%	50%	50%
5	50%	50%	50%
6	55%	50%	50%
7	60%	55%	55%
8	65%	55%	55%
9	70%	60%	60%
10	75%	65%	60%
11	80%	70%	65%
12	85%	75%	65%
13	90%	80%	70%
14	95%	85%	70%
15	100%	90%	75%
16	-	95%	80%
17	-	100%	85%
18	-	-	90%
19	-	-	95%
20	-	-	100%

The sum of all Guaranteed Income paid till the year of surrender shall be deducted from the above mentioned Surrender Value.

#### 4.B **Special Surrender Value:**

The Company may allow surrender values at such other rates not less than the Guaranteed Surrender Values specified above. These rates will be declared by the company from time to time, subject to prior approval from IRDA.

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The Surrender Value payable will be subject to any statutory or any other restrictions as may be applicable. Surrender of the Policy shall extinguish all rights and benefits of the Policyholder under the Policy.

### 5. **Reinstatement:**

The effective date of reinstatement is the date on which the below conditions are satisfied and the risk is accepted by the Company. The reinstatement of the Policy may be on terms different from those applicable to the Policy before it lapsed. The reinstatement will take effect only on it being specifically communicated by the Company.

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

- a) The application for reinstatement is made within two (2) years from the date of first unpaid premium
- b) Satisfactory evidence of insurability of the Life Insured is produced,
- c) Payment of an amount equal to all unpaid premiums together with interest at such rate as the Company may charge for such Reinstatement, as decided by the Company from time to time. The differential amount of guaranteed income due (i.e. guaranteed income calculated on the full Sum Assured less the guaranteed income already paid out on the reduced Paid Up Value), if applicable, shall be paid to the policyholder;
- d) Terms and conditions as may be specified by the Company from time to time.

The effective date of reinstatement is the date on which the above conditions are met and approved by the Company.

**If the policy is in lapse status:** - In case of death of the Life Insured during the reinstatement period, no benefit is payable to the nominee.

In case of survival at the end of reinstatement period and if the policy is not reinstated, the policy shall be terminated and no benefit is payable

**If the policy is in paid up status:** - In case of death during the reinstatement period, Paid up value will be payable. If the Paid up Policy is not reinstated within the period allowed for reinstatement, the Policy shall continue to be in the paid up status and Paid up Value will be paid at maturity or on Death. Paid Up Value will be calculated in the manner as shown in Part II sub section 3B.

### 6. **Termination:**

The Policy will terminate on the earliest of the following:

- a) The date of confirmation of termination of contract by the Company against application of the policyholder for surrender of the Policy or
- b) The Maturity Date of the Policy or
- c) Upon Intimation of Death of the Life Insured or
- d) The outstanding loan with interest thereon is equal to or higher than the Surrender Value of the Policy for paid up policy.

### 7. **Loan:**

Loans may be granted by the Company to the Policyholder provided all Premiums due till date of loan application stand paid and had acquired Surrender Value. The loan which may be granted shall always be within the applicable Surrender Value of the Policy and shall be subject to the terms and conditions as applicable from time to time:

- The minimum amount of loan for a Policy is Rs.15, 000.
- The maximum amount of loan will not exceed 70% of the acquired Surrender Value.

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- The loan shall carry interest at the rate specified by the Company at the time of advancing the loan and as may be modified by the Company from time to time;
- The Policyholder shall assign the Policy absolutely to and be held by the Company as security for repayment of the loan and interest/allied charges thereon;
- The loan shall carry interest at the rate specified by the Company at the time of advancing the loan. The interest rate in a policy loan is not fixed and could be reviewed by the Company on 1st of July every year. This interest rate shall not exceed sum of (5% and the Base lending rate of State Bank of India at the time of declaration.) The current rate of interest on policy loan is 13.38% pa.
- In case the policy is in paid up status, then the outstanding loan amount together with the interest shall not be equal to or exceed the Surrender Value of the Policy at any point of time. In case the outstanding loan amount with interest is greater than or equal to the surrender value, the policy shall stand terminated and all future benefits will cease to exist.
- Other terms and conditions as prescribed by the Insurer from time to time.

### **8. Assignment and Nomination**

**Assignment:** Assignment should be in accordance with 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 – II for reference]*

**Nomination:** Nomination should be in accordance with 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 – III for reference]*

### **9. 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. However, if any of the information provided is incomplete or incorrect, the Company reserves the right to vary the benefits, at the time of payment of such benefit or during the term of the Policy. Further, if there has/had been non disclosure of a material fact, the Company may treat your Policy as void from inception. In case fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender value, subject to the fraud or misrepresentation being established by the insurer in accordance with Section 45 of the Insurance Act, 1938.

### **10. Suicide**

The Policy shall be void if the Life Insured, whether sane or insane, commits suicide resulting in death directly or indirectly as a result of such suicide within

- (a) one year of the Issue Date; or
- (b) one year of the date of the latest reinstatement of the Policy.

In the above cases, the Company shall make the following payouts:

- in the event of (a) above, refund the Premium paid towards the Policy as on the date of death .
- in the event of (b) above, pay the higher of the applicable Surrender Value or 80% of premiums paid till the date of death.

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### 11. **Claims**

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

**For Surrender/ Maturity Benefit:** the original Policy;

**For Death Benefit:** Original Policy, Death Certificate of the Life Insured and Claimant's Statement.

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.

### 12. **Free Look Period**

If the policyholder disagrees with any of the terms and conditions of the Policy then there is an option to return the original Policy along with a letter stating reason/s for the objection within 15 days of receipt of the Policy ("the free look period"). The Policy will accordingly be cancelled and an amount equal to the Premium paid less stamp duty and medical expenses (if any) incurred by the company will be refunded to the policyholder. All rights of the policyholder under this Policy shall stand extinguished immediately on the cancellation of the Policy under the free look option.

### 13. **Taxation:**

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

### 14. **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.

### 15. **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.

### 16. **Policy alterations / Modifications**

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

### 17. **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.



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### **18. Governing Laws & Jurisdiction**

The terms and conditions of the Policy shall be governed by and shall be subject to the laws of India. The parties shall submit themselves to the jurisdiction of the competent court/s of law in India in respect of all matters and disputes which may arise out of in connection with the Policy document and/ or relating to the Policy.

### **19. Term/s used and its meaning**

Any term not otherwise defined in this Policy document shall have the meaning ascribed to it under Policy as defined here in. If a particular term is not defined or otherwise articulated in the Policy, endeavor shall be to impart the natural meaning to the said term in the context in which it is used.

### **20. Customer Service:**

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

- The Agent from whom the Policy 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.  
Unit No. 601 & 602, 6th Floor Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063

### **21. 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](http://www.bharti-axalife.com)
- Call us at our toll free no. 1800 102 4444
- Email us at [complaints.unit@bharti-axalife.com](mailto:complaints.unit@bharti-axalife.com)
- Write to us at:  
Grievance Redressal Cell  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th floor, Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063
- 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.  
Unit No. 601 & 602, 6th floor, Raheja Titanium,  
Off Western Express Highway,

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Goregaon (E), Mumbai-400 063

- Email us at [head.customerservice@bharti-axalife.com](mailto: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 constructed the complaint is satisfactorily resolved.

### **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 Ombudsmen is appended below in Appendix I or please visit:

- [www.bharti-axalife.com](http://www.bharti-axalife.com)
- [www.irdaindia.org/ombudsmenlist](http://www.irdaindia.org/ombudsmenlist)

For informative purpose and for your ready reference, the relevant clauses of the Insurance Act,1938 are reproduced below:

#### **Section 41 of the Insurance Act, 1938:**

(1) “No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives 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:**

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