

BHARTI AXA LIFE INSURANCE COMPANY LIMITED

Registered Office: 61/62, Kalpataru Synergy, Vakola, Santacruz (East), Mumbai 400055

Policy Document

Bharti AXA Life Swasthya Sanjeevani

Name of Policyholder	
Policy Number	
Policy Effective Date	DD/MM/YYYY
Mode of Premium Payment	Single Premium
Place and Date of Issue	Mumbai, India DD/MM/YYYY

Bharti AXA Life Swasthya Sanjeevani, a single premium group critical illness policy (“**the Policy**”) is issued by Bharti AXA Life Insurance Company Limited (“**the Company**”) pursuant to the proposal of _____ (“**the Policyholder**”) dated DD/MM/YYYY and in consideration of payment of Premiums as set out in the Policy.

The Policy has been effected on the lives of the Life Insured based on the proposal form, and the statements, information, data and evidence furnished by the Policyholder as obtained from the Life Insured and receipt of Coverage Premiums from the Policyholder.

The Company agrees and undertakes to provide the Coverage/(s) and pay Benefit(s) in accordance with the terms of the Policy.

The proposal together with the statements, information, data and evidence, already furnished or to be furnished and leading to the effecting of the insurance hereunder, giving all the variations in the particulars of the Lives Insured in so far as such variations have any bearing on the insurance effected from time to time, shall be and are hereby declared to be the basis of the Policy.

The terms printed on this and the following pages along with the Schedule as existing on the date of issue of the Policy and as attached herewith and any endorsements placed on the Policy form part of the Policy.

Authorised Signatory
Bharti AXA Life Insurance Company Limited

I. DEFINITIONS

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

“Beneficiary/ (ies)” means the individual/(s) nominated by the Life Insured to receive the Critical Illness 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 intimates in writing to the Company

“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 Critical Illnesses Benefit and the Installment Waiver Benefit affected in respect of each of the Life 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 Issue Date to the Termination Date of Coverage and shall be of a term of at least two completed years but not exceeding five completed years and as mentioned in the Certificate of Insurance.

“Critical Illness Benefit” means the benefit payable at any time after 180 days from the Effective Date of Coverage while the Coverage is in force and the Life Insured as mentioned in the Certificate of Insurance is diagnosed with any of the Critical Illnesses as defined in this Policy Document, and the same is proved to the satisfaction of the Company, the Company agrees to pay the Benefits.

“Critical Illnesses” means any of the following six illnesses covered:-

1. “Cancer”

Any malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must require treatment by surgery, radiotherapy, or oral/injectable chemotherapy. The term cancer includes leukaemia and Hodgkin’s disease, but the following are excluded:

- All tumors which are described as pre-malignant, non-invasive or cancer in-situ.
- All grades of Cervical Intraepithelial Neoplasia (CIN)
- Early prostate cancer histologically classified T1a or T1b by the 6th Edition AJCC TNM classification system.
- Any skin cancer other than invasive malignant melanoma.

2. “Heart attack”

The death of a portion of heart muscle, as a result of inadequate blood supply to the relevant area as a consequence of coronary artery disease. The diagnosis of a new definite acute myocardial infarction and the diagnosis must be supported by all three (3) of the following criteria:

- typical cardiac chest pain; and
- new characteristic electrocardiographic changes; and
- raised cardiac enzyme or markers

Non-cardiac chest pain, angina and unstable angina are not covered.

3. **“Coronary artery by-pass surgery”**
The undergoing of open heart surgery on the advice of a Consultant Cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.
Balloon angioplasty, stent insertion and all other intra-arterial catheter based techniques are excluded.
4. **“Kidney failure”**
The total and irreversible failure of both kidneys. Continuous renal dialysis must be instituted and the dialysis must be deemed medically necessary by a certified nephrologist.
5. **“Stroke”**
“Stroke” is defined as cerebrovascular incident resulting in the irreversible death of brain tissue due to a blood clot or bleeding in the brain. The event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a certified physician at least 3 months after the event. The diagnosis must also be supported by findings on Magnetic Resonance Imaging, Computerized Tomography or cerebral spinal fluid examination and must be consistent with the diagnosis of a new stroke. Traumatic injury to the brain is excluded.
6. **“Loss of limbs”**
Permanent and complete severance of two limbs at or above the wrist or ankle due to injury or disease.

“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.

“Installment Waiver Benefit” means the benefit equal to sum of six equated monthly installments for the loan as at the inception of the Coverage payable at any time after 180 days from the Effective Date of Coverage while the Coverage is in force and the Life Insured as mentioned in the Certificate of Insurance is contracted or diagnosed with any of the Critical Illnesses as defined in this Policy Document, and is proved to the satisfaction of the Company.

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

“Life Insured/Lives Insured” means the individuals who have been granted and are in receipt of a loan from the Policyholder 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

“Policy” means the Bharti AXA Life Swasthya Sanjeevani which is a single premium group critical illness 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 Issue Date 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 shall be eligible to be covered under the Policy on the fulfillment of the following conditions:

1. she/he has taken a loan from the Policyholder;
2. she/he has attained the age of 18 years but not exceeded 60 years;
3. she/he has opted for a Coverage of at least Rs 50,000
4. she/he has opted for a Coverage Term of at least two years but not exceeding five years
5. she/he is in good health and has submitted the evidence of good health and insurability in the format prescribed by the Company.
6. she/he has 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 (Self Filled Questionnaire as prescribed by The Company) to the Company in respect of each Life Insured covered under the Policy.

Proof of age and gender

The Coverage Premium in respect of a Life Insured is calculated based on the Age and gender of the Life Insured recorded in the list of Lives Insured. The Company may require proof of age and gender as per the list of standard age proofs prescribed by the Company in respect of Lives Insured. If an incorrect Age or gender is provided in respect of a Life Insured, the Company will adjust the Coverage and the Coverage Premium, based on the correct age or gender of the Life Insured. If the Life Insured's actual age or gender 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 Insured has utilised the proceeds of the loan;
2. the Company has received all the particulars of the proposed Life Insured as per the prescribed format provided by the Company;
3. the Company has received the evidence of good health and insurability (Self filled Questionnaire) in the format prescribed by the Company
4. the Company has received and realised the full Coverage Premium in respect of the proposed Life Insured;
5. the Company has accepted the risk for the proposed Life 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 with regard 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 to 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 administer a Certificate of Insurance in respect of 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 Policyholder shall indemnify for any loss, liability, damages that may arise to the Company 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 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 or issuance of a Certificate of Insurance that does not reconcile with the Coverage details of the Life Insured available with the Company.

5. 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 Conditions for Effective Date 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.
6. 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 monies 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 inclusive of Service Tax 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, with the Insurance Ombudsman whose address can be obtained from the registered office of the Company:

Department:	Complaints Cell
Registered Office:	61/62, Kalpataru Synergy Opp. Grand Hyatt, Vakola, Santacruz (East) Mumbai 400055
Website:	www.bharti-axalife.com
E-mail:	complaints.unit@bharti-axalife.com
Toll Free no.:	1800 425 1350 (MTNL, BSNL subscribers)
Toll Free no.:	1800 102 4444 (Airtel, TATA, BPL, Spice Telecom - Punjab & Shyam Tel subscribers)
Phone:	020-4018 2300, 020-2614 1350
Fax:	022-40306347

Customer Service

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

Department:	Customer Service
Registered Office:	61/62, Kalpataru Synergy Opp. Grand Hyatt, Vakola, Santacruz (East) Mumbai 400055
Website:	www.bharti-axalife.com

E-mail: service@bharti-axalife.com
Toll Free no.: 1800 425 1350 (MTNL, BSNL subscribers)
Toll Free no.: 1800 102 4444 (Airtel, TATA, BPL, Spice Telecom
- Punjab & Shyam Tel subscribers)
Phone: 020-4018 2300, 020-2614 1350
Fax: 022-40306347

III. COVERAGE PREMIUM

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;

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.

IV. BENEFITS

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

1. **Critical Illness Benefit:** In the event of diagnosis of a Critical Illness of the Life Insured any time after 180 days from the Effective Date of Coverage , while the coverage is in force, Critical Illness Benefit shall be payable by the Company.
2. **Installment Waiver Benefit:** If the Life Insured has opted for Installment Waiver Benefit at inception of Coverage, in the event of diagnosis of a Critical Illness of the Life Insured any time after 180 days from the Effective Date of Coverage , while the coverage is in force, Installment Waiver Benefit shall be payable by the Company.,

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 the Coverage would stand extinguished.

V. PROCEDURE FOR REGISTERING AND PAYMENT OF CLAIMS

1. On diagnosis of a critical illness of the Life Insured, the Life Insured\Beneficiary will give written notice and proof of claim to the Policyholder in respect of the Life Insured.
2. Any claim for Critical Illness Benefit must be applied for within 60 days of the date of the diagnosis, by sending an application in the specified form to the Company.
3. The Life Insured/Beneficiary shall provide the following primary documents alongwith the written notice for processing the claim:
 1. Certificate of Insurance
 2. Critical Illness Claim Form
 3. Attending Physician's Statement
 4. Copies of medical reports (Medical Records/Test Reports/Discharge summary/Admission records etc.) duly verified with the original medical reports with signature of the employee of the Policyholder with name and employee number
 5. Self filled Questionnaire submitted by the Life Insured.

6. Leave particulars of Life Insured for last 3 years (Applicable in case of employer employee group)
 7. Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the claim.
4. The Company reserves the right to call for any medical examination, additional information and documents as deemed necessary. For this purpose, the Company may request the Life Insured to submit to one or more medical examination/s conducted by the medical practitioner/s appointed by the Company, the cost of which shall be borne by the Life Insured.
 5. The Critical Illness Benefit payout cheque or draft will be drawn in favor of the Life Insured\Beneficiary. The Company shall draw a cheque or draft for payment of Installment Waiver Benefit (if any) in favour of 'Name of Life Insured Loan A/c No.' and forward it to the Policyholder. The Policyholder shall set-off the Installment Waiver Benefit amount against the 6 equated monthly installments as applicable from the date of diagnosis of Critical Illness and shall pay the Life Insured\Beneficiary balance amount, if any. 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 Life/(ves) Insured or Beneficiary/(ies).
 6. 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. The payment of Critical Illness Benefit\Installment Waiver Benefit is subject to the following exclusions:
 - The Critical Illness Benefit shall not be payable in respect of any illness other than those defined as Critical Illness
 - Any diagnosis of a Critical Illness contracted or diagnosed within 180 days from Effective Date of Coverage..
 - The Critical Illness Benefit shall only be payable on the Life Insured surviving 30 days from the date of the diagnosis.
 - Any pre-existing or recurring Critical Illness which is diagnosed or which the Life insured contracted prior to Effective Date of Coverage.
 - Attempted suicide or self inflicted injury, whether the Life insured is medically sane or insane
 - 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.
 - Inhaling any gas or fumes, accidentally or otherwise, except accidentally in the course of duty.
 - Taking part in a criminal act
 - Taking part in any flying activity, other than as a fare paying passenger in a commercially licensed aircraft
 - HIV/ AIDS: Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS)
 - War (undeclared or declared), invasion, hostilities, civil war, rebellion, revolution or taking part in a riot or civil commotion

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 diagnosis of a critical illness
Event 3	Date of the death of the Life Insured during the Coverage Term
Event 4	Date of receipt of request for termination of the Coverage by the Life Insured on submission of a written request to the Policyholder
Event 5	Date of receipt of 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 as mentioned against respective event numbers:

Event 1	The Company shall cease to pay any Benefits under the Policy in respect of the Life Insured
Event 2	The Company shall pay the Critical Illness Benefit plus Installment Waiver Benefit(if any) as per section IV (or) on admissibility of Claim
Event 3	The Company shall cease to pay any Benefits under the Policy in respect of the Life Insured
Events 4 or 5	<ul style="list-style-type: none"> • In case of free look cancellation, The Company shall refund the premiums as per free look option. • In case of surrender option, The Company shall pay the Surrender Value to the Life Insured

VIII. SURRENDER OPTION

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. CLOSURE OF POLICY TO NEW MEMBERS

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

By the Policyholder: The Policyholder will be entitled to close the Policy to new members 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 a similar 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 close this Policy for new members:

- 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 five 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 from time to time the premium rates, terms and conditions of the Policy including the Schedules, subject to the approval of the Insurance Regulatory and Development Authority ('IRDA') and upon giving to the Policyholder 90 days' prior notice in writing, of its intention to do so and any such variation will apply, only to Coverages hereunder becoming effective on or after the date of expiry of such notice. Any such alteration or amendment 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 any of the parties to the Policy did not request the variation, the party not requesting the amendment shall be entitled to object to it within a period of 90 days of the receipt of notice of change. If the party not requesting the amendment does not object during this period, the change will be considered effective on the date immediately subsequent to the completion of the notice period of 90 days.

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 will act as independent service providers.

Loans

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.

Schedule I

Coverage Premium Rates exclusive of Service Tax for Individual Life: The Coverage Premium rates in Rupees per '000 Coverage are provided in Table 1:

The minimum Coverage per Life Insured under this product is Rs 50,000. The maximum Coverage per Life Insured under this product will not exceed Rs 500,000

The Life Insured will be charged Service tax at the rate as per the prevailing tax laws, in addition to the Coverage Premium. The applicable service tax may vary from time to time as per prevailing tax laws.