

## Policy Document - Bharti AXA Life Future Invest

**In this Policy, the Investment risk in the investment portfolio is borne by the Policyholder**

### Part I

'Bharti AXA Life Future Invest' is a unit linked insurance policy. This is a non participating policy, i.e. the Policy does not provide for participation in the distribution of surplus or profits that may be declared by the Company. The benefits payable under the Policy are linked to the Investment Fund/s and the respective Investment Fund performance. Being a unit linked insurance policy, the Policyholder has the option to allocate the Premiums, among one or more of the Investment Fund(s) as per the conditions of the Policy. Policyholder may choose to allocate the premiums among a maximum number of Investment Funds at any time during the Policy which is currently limited to six.

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

- a) **Age** is the Age at last birthday in completed years.
- b) **Allocation** means the creation of Units in the applicable Investment Fund/s at the prevailing Unit Price.
- c) **Annualized 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. It is exclusive of underwriting extra.
- d) **Death Benefit** is the benefit payable on death of the Life Insured, as specified in sub section 2A Part I herein.
- e) **Issue Date/Date of Commencement of Policy** 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 and in case of Revival it refers to date of Revival.
- f) **Investment Fund** is a specific and separate fund managed for the exclusive interest of all Policyholders sharing the same Investment Fund option. The Company offers a number of Investment Funds from time to time earmarked for its unit linked business and each of these Investment Funds have an asset Allocation mix of various financial instruments.
- g) **Investment Fund Allocation Instruction** is Policyholders instruction for Allocation of the premiums net of all relevant Premium Allocation Charge for purchase of Units in the Investment Fund as specified by Policyholder.
- h) **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.
- i) **Life Insured** is the person named in the Policy Specifications and whose life is covered under this Policy.
- j) **Maturity Benefit** a) is the benefit, which is payable on maturity i.e at the end of the term, as specified in sub section 2B of Part I herein.
- k) **Maturity Date** is the date on which the Policy Benefit Period concludes as specified in the Policy Specifications.
- l) **Modal Premium** is the amount payable by the Policyholder on the due dates in a policy year as per the mode chosen by the Policyholder.
- m) **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. This is applicable where the policy holder and Life Insured are the same.
- n) **Partial Withdrawal** means any part of fund / partial withdrawal that is encashed / withdrawn by the policy holder during the term of the Policy.
- o) **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 and 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.
- p) **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.
- q) **Policy Date/Date of Commencement of Risk** is the day, month and year the Policy comes into effect as shown in the Policy Specifications.
- r) **Policy Year** is measured from the Policy Date and is a period of twelve consecutive calendar months and includes every subsequent twelve consecutive calendar months.
- s) **Policy Month** is measured from the Policy Date and is a corresponding date falling in the next calendar month
- t) **Policy Anniversary Date** is the date which periodically falls after every twelve months starting from the Policy Date whilst the Policy is in force.
- u) **Policy Charges** are the charges associated with the Policy as detailed in Section 7 of the Policy Bond.
- v) **Policy Fund Value** is the value of the aggregate of the number of outstanding Units on any day in each Investment Fund allocated under this Policy multiplied by their respective Unit Prices applicable as on that day. For example, if a customer holds 100 units of Grow Money Plus Fund and 50 units of Growth Opportunities Plus Fund, and assuming the NAV of the Grow Money Plus Fund is Rs.11 and that of Growth Opportunities Plus Fund is Rs.12 (assumed, just understanding purpose), the

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policy fund value of the customer would be calculated as follows:

Grow Money Plus Fund	100 units x Rs.11 = Rs.1100
Growth Opportunities Plus Fund	50 units x Rs.12 = Rs.600
<b>Policy Fund Value</b>	<b>= Rs.1700</b>

- w) **Policy Term** is the number of Policy Years for which the Policy continues, starting from the Policy Date and ending on the Maturity Date and is mentioned in the Policy Specifications.
- x) **Premium Payment Term** means the number of Policy Years for which the Policyholder is required to pay the premium.
- y) **Premium Redirection** means an option which allows the Policyholder to modify the allocation of amount of renewal premium to various segregated funds, under a unit linked policy, offered through a different investment pattern from the option exercised at the inception of the Policy.
- z) **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.
- aa) **Single Premium** is the one time premium amount payable by Policyholder along with the proposal form.
- bb) **Switch** is the facility allowing the Policyholder to change the investment pattern by moving from one Investment Fund to other Investment Fund(s) amongst the Investment Funds offered under the Policy.
- cc) **Sum Assured** is the life insurance cover opted by Policyholder for the basic plan and is shown in the Policy Specifications.
- ab) **The Company/ Company** means Bharti AXA Life Insurance Company Limited.
- ac) **Unit** is a portion or a part of the underlying Investment Fund Purchased from the Premiums paid under the Policy.
- ad) **Unit Price** is the value per Unit of each Investment Fund calculated in accordance with Section 6 Part II
- ae) **Valuation Date** is the date on which the Unit Price of the Investment Fund is determined in accordance with the Valuation provisions of this Policy
- af) **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.

\*\* 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'

### 2. Benefits payable

#### 2.A Death Benefit

Subject to the Policy being in force, as on the date of death, the death benefit payable under the product will be Higher of :

1. Sum assured (net of partial withdrawals, made 12 months prior to death of the life insured)
2. 105% of all premiums paid (excluding underwriting extra)
3. Policy Fund Value as on the date of intimation of death

Sum Assured will be calculated as per table below:

Premium Payment Term: Single Pay	
Sum Assured	125% of Single Premium

Premium Payment Term: 5 Years	
Sum Assured	Higher of 10 times Annualized Premium Or (0.5* Policy Term* annualized premium)

In case of the death of the Life Insured during the grace period allowed for payment of due premium, the Death Benefit less the outstanding charges shall be payable.

#### 2B. Maturity Benefit

Subject to the Policy being in effect, the Policy Fund Value shall be payable to Policyholder on the Maturity Date.

For the payment of Maturity Benefit under this Policy, the Policy Fund Value is calculated with the respective Unit Prices of the relevant Investment Funds to which the premium/s have been allocated as on their Valuation Dates, coinciding with the Maturity Date of the Policy.

Policyholder shall be entitled to choose any one of the following options for claiming the Maturity Benefit:

1. Lump sum payment of the Policy Fund Value; or
2. Withdrawal of Maturity Benefit at regular intervals chosen by Policyholder during the Settlement Period.
3. A combination of the above mentioned two options.

Policyholder is required to apply to the Company, in the specified form, intimating of the choice of the Maturity Benefit option, at least 90 days prior to the Maturity Date. The default option in case of non-receipt of such an application would be Option 1 as mentioned above.

The Settlement Period is the period not exceeding five years commencing from the Maturity Date and is an option available to the Policyholder.

- a. The Policyholder is required to apply to The Company, in the specified form, intimating of the choice of the Maturity Benefit option, at least 90 days prior to the Maturity Date.

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- b. The Policyholder is entitled to choose a frequency to make periodical withdrawals from the Fund.
- c. Depending on the frequency of withdrawals chosen, the number of units as on the Maturity Date will be divided equally as per the frequency. The withdrawal amount will be calculated with the respective Unit Prices of the relevant Investment Funds to which the Annual Regular Premiums have been allocated as on their Valuation Dates, multiplied by the number of units.
- d. The Company shall levy fund management charge during the settlement period and no other charges shall be levied.
- e. At any time during the Settlement Period the policy holder can withdraw the balance available Policy Fund value as on that date.
- f. However the Policyholder is not entitled to avail of any life insurance benefit or opt for partial withdrawals or Switches between Investment Funds during this period.

In case of option 2 or 3, the inherent risk of fluctuating markets during the Settlement Period, in respect of Policy Fund Value, shall be borne by Policyholder and applicable Fund Management Charge as specified in Section 7B Part II will be levied.

If the Life Insured dies during the Settlement Period, then the existing Policy Fund Value shall be paid to the Nominee and the Policy will stand terminated.

### 2.C Partial Withdrawal of Units

The Policyholder has the option to apply for Partial Withdrawal of cash from the Policy Fund Value in the

specified form, at any time after the completion of five Policy Years, provided the Policy is in effect. The limit on the minimum withdrawal is Rs.1,000. In case the Policy Fund Value becomes less than 120% of the Annualised Regular Premium after the partial withdrawal, the Policy will be terminated.

In a Policy Year, the Policyholder is entitled to make two Partial Withdrawals, free of charge subject to the limit of minimum and maximum Partial Withdrawal amount. The policyholder will not be entitled to any subsequent partial withdrawals.

### 2D. Full Withdrawal of Units (Policy Surrender)

The policy will be treated as surrendered and the surrender provisions as mentioned in Part II Section 4 subsection 4C will be applicable.

### 2E. Change in the Investment Fund Allocation (Premium Redirection)

The Investment Fund Allocation as chosen by Policyholder at the time of inception of the Policy can be modified only after the first Policy Year by submitting the Investment Fund Allocation Instruction. Units will be created in each of the prevalent Investment Funds for all the future premiums as per the modified Investment Fund Allocation Instruction.

The Investment Fund Allocation Instruction is subject to a minimum Allocation percentage in a chosen Investment Fund/s, which is currently 5%. Currently, the number of Investment Funds for Allocation are six. The change in the Investment Fund Allocation will be effective from the next premium due date.

## Part II

### 1. Misstatement of Age and Gender:

The charges payable under the Policy, more specifically mentioned under Section 7, have been calculated on the basis of the age and / or gender of the Life Insured as declared in the proposal form.

Without prejudice to The Company's other rights and remedies including those under the Insurance Act, 1938, if the age or gender of the Life Insured has been misstated or incorrectly mentioned, then the Company will determine the Policy Charges as described in Section 7, using the correct age and gender. This may be done in any of the following manner:

- a) If the correct age is higher than the age declared in the proposal form, the Policy Charges payable under the Policy shall be altered corresponding to the correct age of the Life Insured from the Policy Date and the Proposer /Life Insured shall pay to the Company, the difference between the Policy Charges charged at such lower rate (more specifically mentioned under Section 7) and such re-calculated higher rate retrospectively from the Policy Date.

- b) If the correct age of the Life Insured is lower than the age declared in the proposal form, the Policy Charges payable under the Policy shall be altered corresponding to the correct age of the Life Insured from the Policy Date and the Company may adjust the difference by adding Units corresponding to the difference between the Policy Charges charged at such higher rate (more specifically mentioned under Section 7) at the prevailing NAV, and the Policy Charges chargeable at such re-calculated lower rate retrospectively from the Policy Date.

Notwithstanding the above The Company may terminate the Policy and refund the Surrender Value if the Life Insured's correct date of birth/age is such as would have made him/her uninsurable.

### 2. Grace Period (Applicable only for Premium Payment Term of 5 years)

Grace period is the period, as mentioned below, which shall be applicable to the Policyholder to pay all the unpaid

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premiums, in case the premiums had not been paid as on the Premium Due date. The Policyholder gets the Grace period of

- Fifteen (15) days in case of Monthly Premium Payment Mode
- Thirty (30) days in case of Annual/ Semi Annual/ Quarterly Premium Payment mode

to pay the premiums which fell due and the benefits under the Policy remain unaltered during this period.

### 3. Policy Premiums

1A. Total Annual /Semi Annual/ Quarterly / Monthly / Single Premium are mentioned in the Policy Specifications as the premium payable by Policyholder on the due dates for payment in the mode chosen. Such premium is payable on the due date for payment and in any case not later than the end of the grace period.

1B. Premiums received by the Company is used to create Units in the relevant Investment Funds for Allocation to the Policy Fund in accordance with the Investment Fund Allocation Instruction then in effect under the Policy. The Units will be created on the Valuation Dates of the relevant Investment Fund/s as per the provisions of Section 6 contained herein.

### 4. Discontinuance of due premiums (Applicable only for Premium Payment Term of 5 years)

If any premium due, remains unpaid even after the grace period, the Company will send a written notification within 15 days of the expiry of the grace period, stating that You can exercise any of the options mentioned below, within 30 days of the date of receipt of the notification. The Policy will remain in force during this period and all charges will be deducted.

A policyholder shall be entitled to exercise one of the following options:

- A. Revival of the policy within Revival Period
- B. Intimate the company of the intention to revive the policy within Revival period of two years starting from the date of discontinuance of the policy; or
- C. Complete withdrawal from the policy without any risk cover

#### A. Revival of the Policy:

A request to revive the Policy will be accepted subject to the following:

- Satisfactory evidence of insurability of the Life Insured
- Payment in full of an amount equal to all the premiums due but unpaid from the date of discontinuance of policy till the Revival of Policy

Revivals will be as per the Company's Board Approved Underwriting Policy. The effective date of revival is the date

on which the above requirements are met and approved by the Company. On this date, all outstanding charges shall be deducted from the above payment for the period between the premium due date and the Effective date of revival.

#### B. Intimate the company of the intention to revive the policy within revival period of two years starting from the date of discontinuance of the policy

In case the Policyholder intimates his/her intention to revive the policy, and if the revival period expires before the end of the lock in period, then proceeds of the discontinued policy fund shall be refunded to the Policyholder at the end of the lock-in period.

In case the Policyholder intimates his/her intention to revive the Policy and does not revive the policy till sixty days before the end of lock in period, provided that the revival period has not expired at the end of lock-in period, the Company shall send a notice to the Policyholder forty five days before the end of the lock-in period to exercise one of the below options within a period of thirty days of receipt of such notice:

- a. Revive the policy immediately; or
- b. Intimation to Revive the policy within Revival Period starting from the date of discontinuance of the policy; or
- c. Payout the proceeds at the end of the lock-in-period or the revival period, whichever is later

In case the Policyholder does not exercise any of the options within the notice period of thirty days, the treatment of such policy shall be in accordance with (c). In case the Policyholder opts for option (b) then the fund value shall continue to remain in the discontinued policy fund till the policy is revived or up to the end of the revival period whichever is earlier. If the policy is not revived within the Revival Period, the proceeds of the discontinued policy fund shall be paid out to the policyholder at the expiry of Revival Period.

#### C. Surrender of the policy:

Surrender of the Policy shall terminate the Policy on the date of request for surrender and extinguish all rights, benefits and interests of the policyholder in the Policy with immediate effect.

On seeking surrender of the Policy, the Surrender Value is payable to the policyholder which at all times is equal to the Policy Fund Value less the applicable Discontinuance Charges as mentioned in section 7 D.

**For Surrender requests received before completion of the lock-in period of 5 years, the surrender value will be payable only after the completion of the lock-in period.**

After the lock-in period, the surrender value shall be at least equal to the fund value as on the date of surrender.

For surrender requests post the lock-in period, the Fund Value will be payable immediately on receipt of surrender request.

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### 5. INVESTMENT FUNDS

5A The Company holds legal and beneficial interests in the assets of each Investment Fund and has sole discretion on the investment and the management of each Investment Fund within the defined asset portfolio Allocation as set out under section 5B Part II. The six Investment Funds currently offered

under the Policy by the Company are - Plus Fund, Grow Money Plus Fund, Save'n'grow Money Fund, Steady Money Fund, Safe Money Fund and Build India Fund.

5B. The investment objective, risk profile and asset allocation range for the various funds is as mentioned below:

Investment Fund	Objective	Asset Category and Asset Allocation	Risk-Return Potential
Growth Opportunities Plus Fund SFIN: ULIF01614/12/2009 EGRWTHOPPL130	To provide long term capital appreciation through investing in stocks across all market capitalization ranges (Large, Mid or small)	Listed Equities: 80% - 100%, Cash & Money Market securities: 0% -40%	High
Grow Money Plus Fund SFIN: ULIF01214/12/2009 EGROMONYPL130	To provide long term capital appreciation through investing across a diversified high quality equity portfolio	Listed Equities: 80% - 100%, Cash & Money Market securities: 0% -40%	High
Build India Fund SFIN: ULIF01909/02/2010 EBUILDINDA130	To provide long term capital appreciation, through exposure to equity investments in Infrastructure and allied sectors, and by diversifying investments across various sub-sectors of the infrastructure sector	Listed Equities: 80% - 100%; Corporate Bonds and Bank deposits:0% to 20%; Cash & Money Market securities: 0% -20%	High
Save'n'grow Money Fund SFIN: ULIF00121/08/2006 BSAVENGROW130	To provide steady accumulation of income in medium to long term by investing in high quality debt papers and government securities and a limited opportunity of capital appreciation. This would be more of a defensively managed fund	Listed Equities: 0% - 60%, Corporate bonds and bank deposits: 0% - 50%, Government bonds and securities: 0%-40%, Cash & Money Market securities: 0% -40%	Moderate
Steady Money Fund SFIN: ULIF00321/08/2006 DSTDYMOENY130	To provide steady accumulation of income in medium to long term by investing in high quality Corporate Bonds and government securities	Corporate bonds and bank deposits: 20% - 80%, Government bonds and securities: 40% -60%, Cash & Money Market securities -0% -40%	Low
Safe Money Fund SFIN: ULIF01007/07/2009 LSAFEMONEY130	To provide capital protection through investments in low-risk money-market & short-term debt instruments with maturity of 1 year or lesser	Corporate bonds and bank deposits: 0% - 60%, Government bonds and securities: 40%-60%, Cash & Money Market securities -0% -40%	Low

Note:

- Growth Opportunities Plus Fund, Grow Money Plus Fund, Save'n'grow Money Fund, Build India Fund, Steady Money Fund and Safe Money Fund are the names of the Investment Funds and do not in any manner indicate the quality of the Investment Funds, their future prospects or returns.
- Investments in the Investment Funds are subject to market and other risks and the achievement of the Objective of any of the Investment Funds cannot be assured.
- The Company may from time to time change the asset portfolio Allocation in the existing Investment Funds with the approval of the Insurance Regulatory and Development Authority (IRDA).

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The company shall also maintain a Discontinued Policy Fund that comprises of the fund values of all the policies that have been discontinued and will earn a minimum interest computed at a rate specified by IRDA from time to time which is currently 4% pa. The discontinued policy fund shall be a unit fund with the following asset categories :

Assets	Discontinued Policy Fund SFIN: ULIF02219/01/2011DDISCONTLF130
Money Market securities	0%-40%
Government securities	60%-100%

### 5C. Investment Fund Valuation

The valuation of assets under each Investment Fund will be done in accordance with the regulations issued by the Insurance Regulatory and Development Authority (IRDA) in that regard (and is subject to change in accordance with the changes in regulations).

Unit Price is calculated as: Market value of the investment held by the fund plus value of current assets less value of current liabilities and provisions, if any and divided by the number of units existing on the valuation date (before creation/redemption of units).

### 5D. Investment Fund Addition

The Company may from time to time create and add new Investment Funds with different fees/ charges with the approval of the Insurance Regulatory and Development Authority (IRDA) and consequently, new Investment Funds may be made available to Policyholder. All provisions of the Policy will apply to such new Investment Funds unless stated otherwise.

### 5E. Investment Fund Closure

The Company reserves the right to close any Investment Fund at any time by giving a three month written notice of its intention to close an Investment Fund and from the date of such closure the Company will cease to create or cancel Units in the said Investment Fund ('Closing Investment Fund'). Closure of an Investment Fund shall be subject to prior approval of Insurance Regulatory and Development Authority and will follow the guidelines issued by IRDA from time to time. The Company will require the Policyholder who has invested in the Closing Investment Fund to replace it with another Investment Fund/s ('Replacing Investment Fund') in the form specified by the Company and before the date specified in the written notice of the Company.

If the Company has not received valid notification from Policyholder for modification of the Investment Fund

Allocation by the time of closure of the Investment Fund, the Company will:

Switch Your funds from the Closing Investment Fund to a fund having the same fund objective and same or lower fund management charge. This switch will be free of charge and change the Investment Fund Allocation in such a way that the percentage allocated to the Closing Investment Fund is added to the percentage allocated to a fund having the same fund objective and same or lower fund management charge.

### 5F. Switch amongst Investment Funds

There is an option to apply for Switch of Investment Fund/s from one Investment Fund to another through a Switch Application Form specified by the Company, subject to Policy being in force. The facility of Switch would be subject to the administrative rules of the Company, existing at the time of Your Switch application and will be applicable to both the premium payment terms of single pay and 5 pay. Switch of funds will be effected at a Unit Price declared on the date Your Switch application is received and accepted by the Company before 3.00 p.m. and on the next day's Unit Price declared if the application is received and accepted at the Company after 3.00 p.m. You are entitled to make Twelve free Switches per Policy Year free of charge. Switches more than twelve times in a policy year will be charged at Rs 100 per Switch. Unutilized Switches of any Policy Year cannot be carried forward to the succeeding Policy Years. The minimum amount of a Switch transaction should be Rs.1,000. The minimum investment in any allocated fund should not be less than 5%.

### 5G. Risks of investments

Investments in any of the Investment Funds are subject to the following, amongst other risks:

- The Unit Price of any Investment Fund may increase or decrease as per the performance of the financial markets.
- The past performance of these or other Investment Funds of the Company do not indicate the future performance of these Investment Funds.
- The investment risk in investment portfolio is borne by the Policyholder.

## 6. UNITS

### 6A. Creation of Units

The Units shall be created based on the Unit Price.

Units will be created in the Investment Fund/s on receipt by the Company of the premium along with a local cheque/ demand draft payable at par at the place where the premium/ application for Switch is received on the following basis:

- the same day's closing Unit Price shall be applicable if received by 3.00 p.m.

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- the next day's closing Unit Price shall be applicable if received after 3.00 p.m.

In respect of premiums received with outstation cheques/demand drafts at the place where the premium is received, the closing Unit Price of the day on which cheques/ demand draft is realized shall be applicable.

However units for the first premium shall be allocated on the day the proposal is accepted and results into a policy by adjustment of proposal deposit towards premium.

In case the premium is paid in advance, Units will be created only on the due date. No interest shall be payable on premium paid in advance.

### 6B. Cancellation of Units

Units will be cancelled from the Investment Funds, wherein an application (including claims, surrender, Free-Look option, Policy closure, Switch request, partial withdrawal and Discontinuance of Premium) is received by the Company:

- by 3.00 p.m., at the same day's closing Unit Price shall be applicable.
- after 3.00 p.m., at the next day's closing Unit Price shall be applicable.

Under extraordinary circumstances, such as extreme volatility of the value of the investments of the Investment Funds, the Company may delay cancellation of Units from an Investment Fund if it is necessary to do so in order to maintain fairness and equity between Policyholders remaining in that Investment Fund and the Policyholders leaving that Investment Fund. Where this applies, the Company may delay cancellation of all or part of the Investment Funds for upto 30 days. If the Company delays the cancellation, the Company will use the Unit Prices that apply on the day on which the cancellation actually takes place.

### 7. POLICY CHARGES

Service tax and cess on applicable Policy Charges as per prevailing regulations will be levied as per prevailing rates

#### 7A. Policy Administration Charge

The Policy Administration Charge will be deducted by cancellation of Units from the Policy Fund Value at the prevailing Unit Price on the corresponding Policy Date in each Policy Month as a percentage of Annualized Premium. The monthly administration charge is as per the table below:

Policy Year	Premium	Payment Term
	<b>5 years</b>	<b>Single premium</b>
1 - 5	0.5%	0.2%
5 - 10	0.5%	0%

The Policy administration charge is subject to a maximum of Rs 6000 per annum.

#### 7B. Fund Management Charge

Fund Management Charge will be charged by adjustment of the Unit Price on the Investment Fund/s on each Valuation Date.

Fund	Fund Management Charge
Growth Opportunities Plus Fund	1.35% per annum
Grow Money Plus Fund	1.35% per annum
Build India Fund	1.35% per annum
Save'n'grow Money Fund	1.25% per annum
Steady Money Fund	1.00% per annum
Safe Money Fund	1.00% per annum
Discontinued Policy Fund	0.50% per annum

The above charges will not exceed the maximum cap prescribed by IRDA which is currently 1.35% pa.

#### 7C. Mortality Charge

This charge is levied to provide the life insurance benefit. This charge is applied on the Sum at Risk (as defined below) and is deducted proportionately by cancellation of units on a monthly basis.

**Sum at Risk** is defined as the excess of Sum Assured (net of partial withdrawals, made 12 months prior to death of the life insured) over Policy Fund Value as on the corresponding Policy Date in the Policy Month

This charge is applied on per 1000 Sum at Risk. The below table shows the rates for all Ages

Mortality Charge per Rs. 1000 Sum at Risk		
Age	Healthy male lives	Healthy female lives
18	0.68	0.68
19	0.72	0.68
20	0.75	0.68
21	0.77	0.68
22	0.79	0.72
23	0.80	0.75
24	0.81	0.77
25	0.82	0.79
26	0.83	0.80
27	0.84	0.81
28	0.85	0.82
29	0.87	0.83
30	0.89	0.84
31	0.91	0.85
32	0.95	0.87
33	0.99	0.89
34	1.04	0.91
35	1.10	0.95
36	1.16	0.99
37	1.24	1.04
38	1.33	1.10

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Mortality Charge per Rs. 1000 Sum at Risk		
Age	Healthy male lives	Healthy female lives
39	1.44	1.16
40	1.56	1.24
41	1.70	1.33
42	1.86	1.44
43	2.305	1.56
44	2.27	1.70
45	2.52	1.86
46	2.81	2.05
47	3.13	2.27
48	3.50	2.52
49	3.90	2.81
50	4.33	3.13
51	4.79	3.50
52	5.27	3.90
53	5.77	4.33
54	6.28	4.79

Mortality Charge per Rs. 1000 Sum at Risk		
Age	Healthy male lives	Healthy female lives
55	6.82	5.27
56	7.37	5.77
57	7.95	6.28
58	8.57	6.82
59	9.23	7.37
60	9.95	7.95
61	10.73	8.57
62	11.58	9.23
63	12.53	9.95
64	13.57	10.73
65	14.72	11.58
66	15.99	12.53
67	17.38	13.57
68	18.91	14.72
69	20.58	15.99

**7D. Discontinuance Charge**

The Discontinuance Charge shall be levied at the time of surrender or on Discontinuance of Premium whichever is earlier.

The discontinuance charge for premium payment term of 5 years will be computed as follows :

Year of Discontinuance of premium/ Surrender	Discontinuance charge for policies with annualized premium less than or equal to Rs 25,000 p.a.	Discontinuance charge for policies with annualized premium above Rs 25,000 p.a
1	Lower of • 20% of Annual Premium • 20% of Fund Value • Rs. 3,000	Lower of • 6% of Annual Premium • 6% of Fund Value • Rs. 6,000
2	Lower of • 15% of Annual Premium • 15% of Fund Value • Rs. 2,000	Lower of • 4% of Annual Premium • 4% of Fund Value • Rs. 5,000
3	Lower of • 10% of Annual Premium • 10% of Fund Value • Rs. 1,500	Lower of • 3% of Annual Premium • 3% of Fund Value • Rs. 4,000
4	Lower of • 5% of Annual Premium • 5% of Fund Value • Rs. 1,000	Lower of • 2% of Annual Premium • 2% of Fund Value • Rs. 2,000
<b>5 and onwards</b>	<b>NIL</b>	<b>NIL</b>

## Policy Document - Bharti AXA Life Future Invest

**In this Policy, the Investment risk in the investment portfolio is borne by the Policyholder**

The discontinuance charge for single pay option will be computed as follows:

Year of Discontinuance of premium/ Surrender	Discontinuance charge for policies with single premium above Rs 25,000 p.a.
1	Lower of <ul style="list-style-type: none"><li>• 1% of Single Premium</li><li>• 1% of Fund Value</li><li>• Rs. 6,000</li></ul>
2	Lower of <ul style="list-style-type: none"><li>• 0.5% of Single Premium</li><li>• 0.5% of Fund Value</li><li>• Rs. 5,000</li></ul>
3	Lower of <ul style="list-style-type: none"><li>• 0.25% of Single Premium</li><li>• 0.25% of Fund Value</li><li>• Rs. 4,000</li></ul>
4	Lower of <ul style="list-style-type: none"><li>• 0.1% of Single Premium</li><li>• 0.1% of Fund Value</li><li>• Rs. 2,000</li></ul>
5 and onwards	NIL

### 7E. Revision of Policy Charges

The Company may at anytime revise any/ all of the below mentioned charges to the maximum limits as indicated, subject to prior approval from Insurance Regulatory and Development Authority of India (IRDA):

- Fund Management Charge: The maximum charge shall not exceed be the cap as prescribed by IRDA which is currently 1.35% p.a.
- Policy Administration Charge: This charge shall not exceed Rs 6,000 per annum or the cap as prescribed by IRDA.
- Switch Charge: The maximum charge shall not exceed Rs 300 per switch or the cap as prescribed by IRDA from time to time.

### 8. Termination:

The Policy will terminate on the earliest of the following:

- The date the Company receives application for Surrender from the Policyholder. However, for all surrender requests made before completion of the lock-in period of 5 Policy Years, the proceeds from the policy will only be payable on completion of the lock-in period
- The Maturity Date of the Policy or
- The date on which the Policy Fund Value becomes inadequate for the deduction of relevant Policy Charges or becomes equal to 120% of Annualized Premium or
- Upon the Date of intimation of death of the Life Insured

### 9. 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 – I 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 – II for reference]*

### 10. 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

### 11. 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. 12 months from the date of issue of the Policy or
- b. 12 months from the date of revival of the Policy

In the above cases, the Company shall be entitled to pay the Policy fund value as available on the date of death, to the nominee or beneficiary of the Life Insured. Any charges recovered subsequent to date of death shall be paid back to the nominee or beneficiary along with Death benefit.

### 12. 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 and KYC Document of Claimant.

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.

### 13. 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 reasons for the

## Policy Document - Bharti AXA Life Future Invest

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objection within 15 days of receipt of the Policy in case of offline Policy and within 30 days of receipt of the Policy in case of Policy sourced through distance marketing (i.e. online sales). The Policy will accordingly be cancelled and the Policyholder will be refunded an amount equal to the sum of the Policy Administration Charge and Mortality Charge, deducted from the Policy Fund Value and the Policy Fund Value less proportionate risk premium for the period on cover, the medical expenses incurred by the Company on medical examination (if any) and stamp duty charges. All rights under this policy shall stand extinguished immediately on the cancellation of the Policy under the free look period.

### 14. 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.

The Company reserves the right to recover statutory levies including service tax by way of adjustment of the premiums paid by You or make necessary recoveries from the Policy Fund Value. As per the current laws, service tax including cess and surcharge at prevailing rates will be levied on applicable charges and any amount that is not allocated to Investment Funds in this Policy.

### 15. Notices

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

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

Kindly refer to Part II section 22 of the Bond for intimating about the change in existing details.

### 16. 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.

### 17. 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.

### 18. 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.

### 19. Governing Laws & Jurisdiction

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

### 20. Term 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 either in the policy document or under the Policy, endeavor shall be to impart the natural meaning to the said term in the context in which it is used.

### 21. 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.

### 22. 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.

Spectrum Towers, 3rd Floor,

Malad link road, Malad (west),

Mumbai – 400064

### 23. 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:

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- 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.

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](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 construed that 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 Ombudsman 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 – III for reference]

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**List of Ombudsman**

(For the updated list You may refer to IRDA of India website)

<p><b>Address &amp; Contact Details of Ombudsmen Centres</b></p> <p>Governing Body of Insurance Council (Monitoring Body for Offices of Insurance Ombudsman)          3rd Floor, Jeevan Seva Annexe, S V Road, Santacruz (West), Mumbai – 400054.          Tel no: 022-26106671/6889/980. Email id: inscoun@ecoi.co.in website: www.gbic.co.in</p>
<p><b>If you have a grievance, approach the grievance cell of Insurance Company first. If complaint is not resolved/ notsatisfied/not responded for 30 days then You can approach The Office of the Insurance Ombudsman (Bimalokpal)</b></p> <p><b>Please visit our website for details to lodge complaint with Ombudsman.</b></p>

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<p><b>AHMEDABAD</b></p> <p>Office of the Insurance Ombudsman,            Jeevan Prakash Building, 6th floor,            Tilak Marg, Relief Road,            AHMEDABAD – 380 001</p>	<p>Tel.:- 079 - 25501201/02/05/06            Fax : 079 - 27546142            Email: bimalokpal.ahmedabad@ecoi.co.in</p>	<p>Gujarat,            Dadra &amp; Nagar Haveli,            Daman and Diu</p>
<p><b>BENGALURU</b></p> <p>Office of the Insurance Ombudsman,            Jeevan Soudha Building,            PID No. 57-27-N-19            Ground Floor, 19/19, 24th Main Road,            JP Nagar, Ist Phase,            BENGALURU – 560 078.</p>	<p>Tel.: 080 - 26652048 / 26652049            Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka</p>
<p><b>BHOPAL</b></p> <p>Office of the Insurance Ombudsman,            Janak Vihar Complex, 2nd Floor,            6, Malviya Nagar, Opp. Airtel Office,            Near New Market,            BHOPAL- 462 003.</p>	<p>Tel.: 0755 - 2769201 / 2769202            Fax: 0755 - 2769203            Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh            Chattisgarh</p>
<p><b>BHUBANESHWAR</b></p> <p>Office of the Insurance Ombudsman,            62, Forest Park,            BHUBANESHWAR-751 009.</p>	<p>Tel.: 0674 - 2596461 /2596455            Fax: 0674 - 2596429            Email:bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa</p>
<p><b>CHANDIGARH</b></p> <p>Office of the Insurance Ombudsman,            S.C.O. No. 101, 102 &amp; 103, 2nd Floor,            Batra Building, Sector 17 – D,            CHANDIGARH-160 017.</p>	<p>Tel.: 0172 - 2706196 / 2706468            Fax: 0172 - 2708274            Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana,            Himachal Pradesh,            Jammu &amp; Kashmir,            Chandigarh.</p>
<p><b>CHENNAI</b></p> <p>Office of the Insurance Ombudsman,            Fatima Akhtar Court, 4th Floor, 453,            Anna Salai, Teynampet,            CHENNAI-600 018.</p>	<p>Tel.: 044 - 24333668 / 24335284            Fax: 044 - 24333664            Email: bimalokpal.chennai@ecoi.co.in</p>	<p>Tamil Nadu,            Pondicherry Town and            Karaikal (which are part of            Pondicherry).</p>
<p><b>DELHI</b></p> <p>Office of the Insurance Ombudsman,            2/2 A, Universal Insurance Bldg.,            Asaf Ali Road,            NEW DELHI-110 002.</p>	<p>Tel.: 011 - 23239633 / 23237532            Fax: 011 - 23230858            Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi</p>

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<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, GUWAHATI-781 001(ASSAM)	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry
<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi II, Ground Floor, Bhawani Singh Marg, JAIPUR – 302005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM-682 015.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700072	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI-400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

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Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt. Gautam Buddha Nagar U.P – 201301.	Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C. T.S No.s 195 to198, N.C. Kelkar Road, Narayan Peth, PUNE – 411030.	Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006	Tel.: 0612-2680952 Email id: bimalokpal.patna@ecoi.co.in.	Bihar, Jharkhand.

**BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS**

IRDA of India clarifies to public that

- IRDA of India or its officials do not involve in activities like sale of any kind of insurance or financial products nor invest premiums
- IRDA of India does not announce bonus.
- Public receiving such phone calls are requested to lodge a police complaint along with the details of the phone call, number.

**Appendix I: Section 38 - Assignment and Transfer of Insurance Policies**

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is

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- a. not bonafide or
  - b. not in the interest of the Policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
- a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
  - i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
  - ii. the insured surviving the term of the Policy
- Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
- a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the Policy
  - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer

effected before commencement of the Insurance Laws (Amendment), 2014 shall not be affected by this section.

*[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014. ]*

### **Appendix II: Section 39 - Nomination by Policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
02. Where the nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
03. Nomination can be made at any time before the maturity of the Policy.
04. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
05. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.
07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan.

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10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.
11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment), 2014 (i.e 26.12.2014).
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) 2014, a nomination is made in favor of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

*[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014.]*

Appendix III: Section 45 – Policy shall not be called in question on the ground of mis-statement after three years  
Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time.

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

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or

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**In this Policy, the Investment risk in the investment portfolio is borne by the Policyholder**

other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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