

## Policy document - Bharti AXA Life Triple Health Insurance Plan

### Part I

Bharti AXA Life Triple Health Insurance Plan is the name of the traditional health insurance product. 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. Annualized Regular Premium payable under the product will be calculated on the basis of option chosen, age, gender of the life insured, Sum Assured and the mode of payment as chosen by you, as per the proposal form and the Policy Specifications.

#### I. Definitions (meaning of technical words used in Policy Document):

- a) **Age** is the Age at last birthday in completed years.
- b) **Annualized Regular Premium** is aggregate of the premiums for the Policy in a Policy Year and is payable by the policyholder according to the mode of payment chosen by him/her. It is exclusive of modal factors, underwriting extra and taxes.
- c) **Critical Illness Benefit** shall mean any one of the thirteen illnesses specified and defined in Part I Section IA, which first occurs or first manifests itself in each of the three group of illnesses after inception of the Policy subject to conditions in Section 2.
- d) **Diagnosis** shall mean diagnosis made by a Physician based on such specific evidence as referred to in the definition of the particular Critical Illness concerned or, in the absence of such specified reference, based upon radiological, clinical, histological or laboratory tests acceptable to the Company.  
In the event of any doubt regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to appoint a Medical Specialist to examine the Life Insured on the basis of evidence used in arriving at such diagnosis and the opinion of such specialist as to such diagnosis shall be considered binding.
- e) **Issue Date** is the date of issue of the policy by the Company and shall also be the date of commencement of risk under this Policy which is specified in Policy Specifications and in case of any attached supplement or endorsement; it refers to the date of issue of such supplement or endorsement and in case of Reinstatement it refers to date of Reinstatement.
- f) **Life Insured** is the person named in the Policy Specifications whose life is covered under the Policy.
- g) **Nominee** is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured.
- h) **Physician** shall mean any person registered with the Indian Medical Council with appropriate specialization to render medical or surgical services, but excluding a person who is the Life Insured himself or a blood relative of the Life Insured or the Policyholder under the base Policy
- i) **Pre-Existing** illness means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer. Any investigation or treatment for any illness, disorder, complication or ailment arising out of or connected with the preexisting illness shall be considered part of that pre-existing illness.
- j) **Policy** means and includes the Policy Document, the proposal form for insurance submitted by the policyholder, the benefit illustration signed by the policyholder, the Policy Specifications, the first premium receipt, any attached endorsements or supplements together with all the addendums provided by the Company from time to time, the medical examiner's report and any other document/s called for by the Company and submitted by the policyholder to enable it to process the proposal.
- k) **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.

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- l) **Policy Date** is the day, month and year the Policy comes into effect and as shown in the Policy Specifications.
- m) **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.
- n) **Policy Anniversary Date** is the date which periodically falls after every twelve months starting from the Policy Date whilst the Policy is in force.
- o) **Premium Payment Term** means the number of Policy Years for which the policyholder is required to pay the premium.
- p) **Policy Benefit Period/ Policy Term** is the number of Policy Years for which the Policy is in effect, commencing from the Policy Date and ending on the expiry of coverage term.
- q) **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.
- r) **Sum Assured** means the critical illness benefit payable on the admission of the claim.
- s) **Survival Period** refers to a period of 30 days from the date of diagnosis of those Illnesses which are covered under Critical Illness.
- t) **The Company / Company** means Bharti AXA Life Insurance Company Limited.
- u) **Total Annual Premium** is the amount of premium payable in a Policy Year, provided the chosen mode for premium payment is annual.
- v) **Modal Premium** mentioned in the Policy Specifications means the premium payable by the policyholder on the due dates for payment and in any case not later than the grace period of 30 days from the due date, provided the premium payment mode chosen by the policyholder is other than annual.
- w) **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'

### **IA. Definitions- pertaining to Critical Illnesses**

The acceptance of the claim will be dependent on whether the critical illness is as per the definition of each of the critical illnesses. The following definitions would apply in case of an illness:

#### **a. FIRST HEART ATTACK - OF SPECIFIED SEVERITY**

I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain),
- ii. new characteristic electrocardiogram changes,
- iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

#### **II. The following are excluded:**

- i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- ii. Other acute Coronary Syndromes.
- iii. Any type of angina pectoris

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### **b. OPEN CHEST CABG**

I. The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

#### **II. The following are excluded:**

- i. Angioplasty and/or any other intra-arterial procedures
- ii. any key-hole or laser surgery.

### **c. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS**

I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

### **d. MAJOR ORGAN TRANSPLANT**

I. The actual undergoing of a transplant of:

- i. One of the following human organs: heart or kidney that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

#### **II. The following are excluded:**

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

### **e. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES**

I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### **f. STROKE RESULTING IN PERMANENT SYMPTOMS**

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

#### **II. The following are excluded:**

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

### **g. COMA OF SPECIFIED SEVERITY**

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;

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- ii. life support measures are necessary to sustain life; and
  - iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

### **h. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

- I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
- i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
  - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart. Other causes of neurological damage such as SLE and HIV are excluded

### **i. MAJOR ORGAN TRANSPLANT**

- I. The actual undergoing of a transplant of:
- i. One of the following human organs: liver or lung, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:**
- i. Other stem-cell transplants
  - ii. Where only islets of langerhans are transplanted

### **j. CANCER OF SPECIFIED SEVERITY**

- I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues.  
This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded -**
- i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
  - ii. Any skin cancer other than invasive malignant melanoma
  - iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
  - iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
  - v. Chronic lymphocyticleukaemia less than RAI stage 3
  - vi. Microcarcinoma of the bladder
  - vii. All tumours in the presence of HIV infection.

### **k. BONE MARROW TRANSPLANT**

- I. The actual undergoing of a transplant of:
- i. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:**
- i. Other stem-cell transplants
  - ii. Where only islets of langerhans are transplanted

### **l. PERMANENT PARALYSIS OF LIMBS**

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Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

### m. Benign Brain Tumour

A benign brain tumor means a tumor that is in the brain or meninges excluding the skull, spinal cord; and where all of the following conditions are met –

It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit; and its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques"

The following are excluded:

- Cysts
- Granulomas
- Vascular Malformations
- Haematomas;
- Tumours of the pituitary gland or spinal cord; and
- Tumours of Acoustic Nerve (Acoustic Neuroma).

## 2. Benefits Payable

### Critical Illness Benefit

In case of the unfortunate event of critical illness of the Life Insured, on the admission of the Claim, the Policyholder or the Nominee will be entitled to receive the Sum Assured (as mentioned in Policy Specifications).

The thirteen critical illnesses are classified into three (3) groups as mentioned hereunder:

Group A	Group B	Group C
First Heart Attack of Specified Severity.	Coma of Specified Severity.	Cancer of Specified Severity
Open Chest CABG	Multiple Sclerosis with Persisting Symptoms.	Benign Brain Tumour
Major Organ Transplant (Kidney or Heart)	Major Organ Transplant (Liver or Lung)	Bone Marrow Transplant.
Kidney Failure Requiring Regular Dialysis.		
Heart Valve Surgery		
Stroke Resulting in Permanent Symptoms		
Permanent Paralysis of Limbs.		

(Please refer to the complete definitions of the critical illness under Section IA of the Policy Document)

The Critical Illness Benefits under the Policy are as stated below:

Coverage event	Critical Illness Benefit	Waiting period condition
First Critical Illness claim	100% of Sum Assured. Future premium payments towards the policy are waived off.	The date of diagnosis of the first critical illness claim must have occurred after a waiting period of 90 days from the policy issuance date or date of reinstatement of policy.

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Second Critical Illness claim	100% of Sum Assured if critical illness event is not included in the same Group for which benefit was paid for the first Critical Illness claim.	The date of diagnosis of the second critical illness claim must have occurred after a no benefit period of 365 days from the diagnosis date of the first claim.
Third Critical Illness claim	100% of Sum Assured if critical illness event is not included in the same groups for which benefits were paid for the first and second Critical Illness claim.	The date of diagnosis of the third critical illness claim must have occurred after a no benefit period of 365 days from the diagnosis date of the second claim.

A maximum of 3 critical claims are payable under this Policy.

**Waiting Period:** All the claims are payable only if the Life Insured survives for a minimum Survival Period of 30 days from the date of diagnosis. Certain specific critical illnesses may have a longer survival period, as mentioned in Section IA.

### Part II

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

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

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

#### 2. Premium Rates:

Premium Rates are guaranteed for the first 3 years of the policy. After that, the Company may revise the premium rates (upwards or downwards) subject to experience. The revised premium rates will remain guaranteed for a period of three years from the date of review. The revised premium rates shall become effective after the prior approval of Insurance Regulatory and Development Authority.

#### 3. Grace Period:

Grace period means the specified period of time (30 days) immediately following the premium due date during which a payment can be made to renew or continue with the Policy in force without loss of continuity benefits such as waiting periods and coverage of pre – existing diseases. Coverage is not available for the period for which no premium is received.

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### 4. Discontinuance of due premiums

#### Lapsation of Policy

If the policy has not acquired a surrender value and the premium is not paid on the due date or during the grace period, then the Policy shall lapse with effect from the date of such unpaid premium ('lapse date'). The Company shall notify the Policyholder regarding lapse of the Policy. Lapsation of the Policy shall extinguish all the rights and benefits which the Policy holder is entitled to under the Policy.

### 5. Reinstatement:

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

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

- a) The application for reinstatement is made within two (2) years from the date of first unpaid premium
- b) Satisfactory evidence of insurability of the Life Insured is produced, along with a declaration of good health. Further, the Company reserves the right to call for medicals or additional evidence at the time of Reinstatement.
- c) Payment of an amount equal to all unpaid premiums together with interest at such rate as the Company may charge for such Reinstatement, as decided by the Company from time to time;
- d) Terms and conditions as may be specified by the Company from time to time.

The effective date of reinstatement is the date on which the above conditions are met and approved by the Company. In case of critical illness being diagnosed during the reinstatement period, no Critical Illness benefit will be payable. If the Policy which has lapsed is not reinstated within the period allowed for reinstatement, the Policy shall be terminated on the completion of the period allowed for reinstatement. Section 8 of Part II and waiting period (as mentioned in Part I Section 2) would also be applicable afresh from the date of reinstatement.

### 6. Termination:

The Policy will terminate on the earliest of the following:

- a) End of Coverage Term
- b) On the payment of the third critical illness claim of the Life Insured
- c) Death of the Life Insured
- d) As mentioned in section 4 Part II (Discontinuance of due premiums).
- e) Other terms and conditions as prescribed by the Insurer and communicated to the Policyholder from time to time.

### 7. Assignment and Nomination

No assignment is allowed under this policy.

**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]***

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### 8. 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. **[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in appendix – III for reference]**

### 9. Claims

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

**Critical Illness Benefit:** Original Policy, Attending doctor's certificate; Copies of Medical Records/Test Reports/Discharge summary/Admission records of hospitals/ Histopathology & laboratory records and the Claimant's Statement.

The acceptance of the claim will be dependent on whether the critical illness is as per the definition of each of the critical illnesses. The definitions as defined & explained in Part I Section I A shall apply.

### 10. Free Look Period

If the Policyholder disagrees with any of the terms and conditions of the Policy then there is an option to return the original Policy along with a letter stating reason/s for the objection within 15 days of receipt of the Policy ("the free look period"). If the Policyholder has not made any claim during the free look period, then the Policyholder is entitled to:

- a) A refund of the premium paid less any expenses incurred by the Company on medical examination of the Policyholder and the stamp duty charges or
- b) Where the risk has already commenced and the option of return of Policy is exercised by the Policyholder, a deduction towards the proportionate risk premium for period on cover or
- c) Where only a part of the risk has commenced, such proportionate risk premium for the risk covered during such period.

All rights of the Policyholder under this Policy shall stand extinguished immediately on the cancellation of the Policy under the free look period.

### 11. 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.

### 12. 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.

### 13. Currency and Place of Payment

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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.

### **14. 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.

### **15. 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.

### **16. Governing Laws & Jurisdiction**

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

### **17. Exclusions under the Policy**

No benefits will be payable for a period of 48 months in any event which is a direct or indirect result of a condition which was not disclosed by the Policyholder and for which, prior to the risk commencement date medical advice or treatment was recommended or given by a health professional; or evidence of the event existed which would cause a reasonable person to seek diagnosis, care or treatment from a health professional.

The below exclusions shall apply in respect of the Critical Illness benefits payable under this Policy.

- a. No benefits will be payable for a period of 48 months for any event which is a direct or indirect result of any pre-existing diseases.
- b. Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immuno-deficiency Virus (HIV).
- c. Self inflicted injuries, suicide, insanity, and immorality, and deliberate participation of the life insured in an illegal or criminal act.
- d. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner.
- e. War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or willful participation in acts of violence.
- f. Radioactive contamination due to nuclear accident.
- g. Injuries or diseases arising from professional sports, racing of any kind, scuba-diving, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and skydiving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement.
- h. Any critical illness or it's signs or symptoms having occurred within 90 days of policy issue date or Reinstatement date.
- i. A congenital condition of the insured.

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

Any term not otherwise defined in this Policy document shall have the meaning ascribed to it under Policy

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

### 19. Customer Service:

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

- The Agent from whom the Policy was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: service@bharti-axalife.com
- Mail to: Customer Service  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th Floor Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063

### 20. Grievance Redressal Procedure

#### Step 1: Inform us about your grievance

In case you have any grievance, you may approach our Grievance Redressal Cell at any of the below-mentioned helplines:

- Lodge your complaint online at [www.bharti-axalife.com](http://www.bharti-axalife.com)
- Call us at our toll free no. 1800 102 4444
- Email us at [complaints.unit@bharti-axalife.com](mailto:complaints.unit@bharti-axalife.com)
- Write to us at:  
Grievance Redressal Cell  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th floor, Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063
- Visit our nearest branch and meet our Grievance Officer who will assist you to redress your grievance/ lodge your complaint.

#### Step 2: Tell us if you are not satisfied

In case you are not satisfied with the decision of the above office you may contact our Grievance Officer within 8 weeks of receipt of the resolution communication at any of the below-mentioned helplines:

- Write to our Grievance Officer at:  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th floor, Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063
- Email us at [head.customerservice@bharti-axalife.com](mailto:head.customerservice@bharti-axalife.com)

You are requested to inform us about your concern (if any) within 8 weeks of receipt of resolution as stated above, failing which it will be constructed the complaint is satisfactorily resolved.

#### Step 3: If you are not satisfied with the resolution provided by the company

In case you are not satisfied with the decision/ resolution of the Company, you may approach the Insurance Ombudsman. The complete list of Insurance Ombudsmen is appended below in Appendix I or please visit:

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

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

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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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### Appendix I - List of Ombudsman (For the updated list you may refer to IRDA website)

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD- Shri. / Smt.</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014.	Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@qbic.co.in">bimalokpal.ahmedabad@qbic.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu
<b>BENGALURU - Shri. M. Parshad</b> Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078.	Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@qbic.co.in">bimalokpal.bengaluru@qbic.co.in</a>	Karnataka
<b>BHOPAL - Shri. R K Srivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@qbic.co.in">bimalokpal.bhopal@qbic.co.in</a>	Madhya Pradesh Chattisgarh
<b>BHUBANESHWAR - Shri. B. N. Mishra</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@qbic.co.in">bimalokpal.bhubaneswar@qbic.co.in</a>	Orissa
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<b>HYDERABAD - Shri. G. Rajeswara Rao</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: <a href="mailto:bimalokpal.hyderabad@qbic.co.in">bimalokpal.hyderabad@qbic.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>JAIPUR - Shri. Ashok K. Jain</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@qbic.co.in">bimalokpal.jaipur@qbic.co.in</a>	Rajasthan
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<b>KOLKATA - Shri. K. B. Saha</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@qbic.co.in">bimalokpal.kolkata@qbic.co.in</a>	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands.

## Policy document - Bharti AXA Life Triple Health Insurance Plan

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<b>Pune - Shri. A. K. Sahoo</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.	Tel.: 020 - 32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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

IRDA clarifies to public that

- **IRDA or its officials do not involve in activities like sale of any kind of insurance or financial products nor invest premiums**
- **IRDA 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 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 by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. 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.
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) Ordinance, 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 (Ordinance) 2014, a nomination is made in favour 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.

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*[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance,2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26 , 2014 for complete and accurate details. ]*

### 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 by Insurance Laws (Amendment) Ordinance dtd 26.12.2014 are as follows:

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 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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