

Bharti AXA Life Hospi Cash Rider Policy Document

Part I

Bharti AXA Life Hospi Cash Rider is a non-linked and regular pay hospital & surgery cash insurance rider that provides a fixed benefit for per day of hospitalization, ICU benefits & a lumpsum benefit on undergoing a surgery on an individual Rider.

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

- a) Accident:** "Accident" is a sudden, unforeseen and involuntary event caused by external and visible means.
- b) Day:** "Day" in Hospital means a period of a full 24 hours during a period of confinement. The first Day of confinement shall commence at the time of admission to the Hospital and each subsequent Day shall commence 24 hours after the commencement of the previous Day. In the event of the time of discharge of the life insured from the Hospital being more than 12 hours, but less than 24 hours from the end of the previous Day, then the day of discharge shall also be regarded as a Day.
- c) Date of Rider:** is the day, month and year the Rider comes into effect as shown in the Rider Specifications and shall also be the date of the commencement of risk under this Rider.
- d) Hospital:** A hospital means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner and must comply with all minimum criteria as under:
- * has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
 - * has qualified nursing staff under its employment round the clock;
 - * has qualified medical practitioner (s) in charge round the clock;
 - * has a fully equipped operation theatre of its own where surgical procedures are carried out
 - * maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
- e) Hospitalization** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- f) Intensive Care Unit:** "ICU" means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- g) Issue Date:** is the date of the issue of the Rider by the Company as specified in Rider Specifications.
- h) Major Surgeries:** Surgeries directly involving the brain, heart (including coronary arteries), liver & lung. Maximum surgical benefit for Major surgeries is restricted to 20 X Daily Hospital Cash Benefit chosen subject to over all surgical benefit mentioned below.
- i) Minor Surgeries:** All other Valid Surgeries. Maximum surgical benefit for Minor surgeries is restricted to 5 X Daily Hospital Cash Benefit chosen subject to over all surgical benefit mentioned below.

Maximum Surgical Hospitalization Benefit is capped to 90 times Daily Hospital Cash Benefit in one policy year.

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- j) Medically Necessary:** "Medically Necessary" treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which - is required for the medical management of the illness or injury suffered by the insured;
- * must not exceed the level of care necessary to provide safe, adequate and
 - * appropriate medical care in scope, duration, or intensity;
 - * must have been prescribed by a medical practitioner,
 - * must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- k) Medical Practitioner:** A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. and who is neither the insured himself nor related to the insured by blood or marriage. The term Medical Practitioner will include surgeons, anesthetists, consultants, pathologists, radiologists, radiation oncologists and specialists.
- l) Policy:** 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 the Company to process the said proposal.
- 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) Pre-existing condition:** "Pre-existing condition" means a condition as specified below (illness or bodily injury) which should have been in existence prior to the issue date of this Rider :
- * The life insured had signs or symptoms, or
 - * Medical advice or treatment was recommended by or received from a physician, or
 - * The life insured had undergone medical tests or investigations.
 - * Any complication arising out of or in connection with a pre-existing medical condition shall be considered part of that pre-existing condition. Any congenital disorder or deformity or physical defects present from birth shall not be considered part of the Pre-existing Condition.
- o) Rider:** A provision of Insurance Policy i.e. purchased alongwith the base Policy which provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read alongwith base Policy.
- p) Rider Benefit:** is benefit as defined in Section 2 of this document.
- q) Surgery:** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

* For Definitions which are not covered herein / dealt with in the Policy document, please refer to the base Policy document.

2. Benefits

- A. Daily Hospital Cash Benefit (DHCB):** Daily Hospital Cash Benefit is a fixed per day benefit paid to the Policyholder for each day of hospitalization. For this benefit to be payable the hospitalization should be for minimum periods of 48 hours while the Policy is

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in force. A maximum of 40 days of hospital stay will be covered under this benefit in one policy year. This is a fixed amount and not linked to the actual expenses incurred during Hospitalization.

B. Intensive Care Unit Benefit (ICU): Intensive Care Unit Benefit is a fixed benefit per day equal to the DHCB amount, paid to the Policyholder for each day of hospitalization in Intensive Care Unit, if the hospitalization lasts 48 hours or more while Policy is in force. A maximum of 10 days in Intensive unit stay will be covered under this benefit in one policy year. This is a fixed amount and not linked to the actual expenses incurred during Hospitalization.

C. Surgical Hospitalization Benefit (SCB): In the event of Hospitalization (min 48 hours) for undergoing any valid and medically necessary surgery as specified in this document, in India and actually undergoing that Surgery, a lump sum benefit will be paid. In the event of undergoing more than one surgical procedure during a single admission to hospital a lump sum in respect of the surgical procedure attracting the highest benefit will be paid.

D. Benefit Schedule: The Policyholder, at any point, during the term of the policy, cannot switch between the levels, as mentioned below,

Benefit#	Silver	Gold	Diamond
Hospital Cash Benefit			
Daily Hospital Cash Benefit: DHCB	1,000	2,000	3,000
Intensive Care Unit Benefit: ICU	+ 100% of DHCB	+ 100% of DHCB	+ 100% of DHCB
Surgical Hospitalization Benefit			
Major Surgeries - For surgeries directly involving the brain, heart (including coronary arteries), liver & lung	20 x DHCB	20 x DHCB	20 x DHCB
Minor Surgeries - All Other Valid Surgeries	5 x DHCB	5 x DHCB	5 x DHCB
The maximum Surgical Hospitalization Benefit available in one policy year is capped to 90 times the DHCB			
Day Limits for Hospital Cash Benefit			
Daily Hospital Cash Benefit	Maximum of 40 days of Hospital Stay in one policy year.		
Intensive Care Unit Benefit	Maximum of 10 days of Intensive Care unit stay in one policy year.		
**The aggregate of all benefits payable in any one policy year under this policy will not exceed an amount equivalent to 150 times the DHCB under the plan opted for by the policyholder.			

#A Maximum Daily Hospital Cash Benefit of 3000 can be availed by each individual across all policies applied & inforce with Bharti AXA Life under Hospi Cash Rider.

3. Rider Premium

The Policyholder will have to pay the rider premium for the Hospi Cash Rider as per the applicable rider premium rates. The Rider Premium as mentioned in the Policy Specifications will have to be paid in the same mode as the premium for the base Policy.

The Rider Premium payable by you would depend on the Daily Hospital Cash Benefit selected and the age of the Life insured. The premium paid under the rider cannot be more than the premium paid under the base Policy.

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4. Premium Review & Guarantee

The premium rates are guaranteed for period of three years from the date of issuance of the Policy and are subject to revision after every three years based on our experience. The revised Rider Premium will be based on the then attained age of the Life Insured and the premium rates applicable for this Rider at that point of time. Such Premium is guaranteed to remain unchanged for a further period of 3 years from that date. This process shall continue till the Expiry of the Rider.

For new business, the rates may be revised based on the experience every year and the rates shall be guaranteed for a period of 3 years. **All such revision of premium is subject to IRDA approval.**

5. Discontinuance of Rider

In case the base Policy has lapsed due to discontinuance of premium, the benefits under the Rider shall cease to exist immediately from the date of the unpaid premium.

6. Reinstatement of the Rider

The Rider may be reinstated subject to the following conditions;

- * The application for Reinstatement of the Rider benefit is made within two (2) years from the date of first unpaid premium and before the termination of base Policy or Expiry Date of Rider ,whichever is earlier;
- * Satisfactory evidence of insurability of the Life Insured;
- * 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 is paid in full;
- * The Company has not discontinued the Rider Benefits based on the intimation by the Policyholder to discontinue the Rider.
- * "Declaration of Good Health" or the Policy holder needs to undergo medical examination (at his/her own expense) in the manner prescribed / to be prescribed by the Company as part of the process for reinstatement. .

The charges for medical examination, if any, for re-instatement of the Rider shall be borne by the Policyholder.

7. Terms & Conditions

Waiting Period: The Company shall not be liable to make any payment if claims are made due to any treatment of illness/ailment/disease diagnosed or hospitalization taking place during the first 60 days of the Date of Rider or date of revival. Clause relating to this waiting period will not apply to valid hospitalization events arising out of accidents.

A specific waiting period of 2 years for any hospitalization for treatment of any of the following diseases or surgeries or procedures and any complications arising out of them from the date of commencement of Rider or date of revival shall apply,

- * Fibroids, menorrhagia, Dysfunctional Uterine Bleeding, Uterine Prolapse.
- * Removal of uterus, fallopian tubes and/or ovaries, except for malignancy.
- * Hernia (Inguinal / Ventral / Umbilical / Incisional).
- * Hydrocoele / Varicocoele / Spermatocoele.
- * Benign Enlargement of Prostrate.
- * Thyroidectomy for Nodular / Multi Nodular Goitre.
- * Calculus / Calculi in Kidney / Ureter / Bladder / Urethra.
- * Deviated Nasal Septum / Sinusitis.
- * Piles / Anal Fissure / Fistula-in-ano / Rectal prolapse.
- * Cholecystitis / Gall stones.
- * Breast Lumps, except for malignancy.
- * Heart valve and Coronary Artery diseases.

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- * Arthroscopy unless post-accident.
- * Disorders of the spine.

Exclusions for the Hospitalisation Benefit

The Company shall not be liable to make any payment if hospitalization or claims are attributable to, or based on, or arise out of, or are directly or indirectly connected to any of the following:

- * Pre-Existing Condition (unless the Pre-Existing Condition has been declared to and accepted by the Company at the time of application) until the Insured Person has been continuously insured for a period of 48 months after which time Pre-Existing Illness will be covered by the policy. The Pre-existing Condition shall not include any congenital disease or deformity. Treatment for congenital disease or deformity, including physical defects present from birth will not be covered by the policy.
- * Hospitalisation not in accordance with the diagnosis and treatment of the condition for which the hospital confinement was required;
- * Hospitalisation and/or treatment within the waiting period and hospitalisation and/or treatment following the diagnosis within the waiting period;
- * Elective surgery or treatment which is not medically necessary;
- * Treatment for weight reduction or weight improvement regardless of whether the same is caused (directly or indirectly) by a medical condition; Study and treatment of sleep apnoea;
- * Any dental care or surgery of cosmetic nature, extraction of impacted tooth/teeth, orthodontics or orthognathic surgery, or temporo-mandibular joint disorder except as necessitated by an accidental injury;
- * Treatment for infertility or impotency, sex change or any treatment related to it, abortion, sterilization and contraception including any complications relating thereto;
- * Hospitalisation for treatment arising from pregnancy and it's complications which shall include childbirth or miscarriage;
- * Hospitalisation primarily for diagnosis, X-ray examinations, general physical or medical check-up not followed by active treatment during the hospitalisation period;
- * Stay in hospital where no active regular treatment is given by specialist medical practitioner;
- * Experimental or unproven procedures or treatments, devices or pharmacological regimens of any description (not recognized by Indian Medical Council) or hospitalisation for treatment under any system other than allopathy;
- * Treatment of any mental or psychiatric condition including but not limited to insanity, mental or nervous breakdown / disorder, depression, dementia, Alzheimer's disease or rest cures;
- * Admission to a nursing home or home for the care of the aged unless related to the treatment of an acute medical condition;
- * Treatment directly or indirectly arising from alcohol, drug or substance abuse and any illness or accidental physical injury which may be suffered after consumption of intoxicating substances, liquors or drugs;
- * Treatment directly or indirectly arising from or consequent upon war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, active participation in strikes, riots or civil commotion, revolution, insurrection or military or usurped power, and full-time service in any of the armed forces;
- * Sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS) and all illnesses or diseases caused by or related to the Human Immuno-deficiency Virus;
- * Cosmetic or plastic surgery except to the extent that such surgery is necessary for the repair of damage caused solely by accidental injuries; treatment of xanthelesema, syringoma, acne and alopecia; circumcision unless necessary for treatment of a disease or necessitated due to an accident;
- * Nuclear disaster, radioactive contamination and/or release of nuclear or atomic energy;

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- * Treatment for accidental physical injury or illness caused by intentionally self-inflicted injuries; or any attempts of suicide while sane or insane; or deliberate exposure to exceptional danger (except in an attempt to save human life);
- * Treatment for accidental physical injury or illness caused by violation or attempted violation of the law, or resistance to arrest;
- * Treatment for accidental physical injury or illness caused by professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, and any other hazardous activities or sports unless agreed by special endorsement;
- * Hospitalization where the insured is a donor for any organ transplant;
- * Any hospitalisation outside of Republic of India.
- * No benefits are payable on surrender of the Rider.
- * If the Life Insured, whether medically sane or insane, commits suicide, within one year of the Issue Date/ Reinstatement Date, the Rider shall be void and The Company will not be liable to pay any Rider Benefit to the Policyholder/nominee.

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8. Claims

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

- * Valid Age Proof
- * Copy of the policy document
- * Claims intimation form
- * Treating doctor's certificate duly filled and signed in original.
- * Copies of Medical records, Discharge card/ summary and Indoor Case papers.
- * Copies of Investigations reports, consultation papers and medical bills.

Prior to processing the claim, the Company is entitled to call for additional documents based on the conditions among others the duration of the Policy, the circumstances of the death, accident or illness and such other factors.

9. Incorrect information and Non Disclosure

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material for assessment of the risk in connection with issuing the Policy. However, if any of the information provided is incomplete or incorrect, the Company reserves the right to vary the benefits, at the time of payment of such benefit or during the term of the Policy. Further, if there has/had been non disclosure of a material fact, the Company may treat your Policy as void from inception. In case fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender value, subject to the fraud or misrepresentation being established by the insurer in accordance with Section 45 of the Insurance Act, 1938

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 – II for reference]**

Customer Service: Please refer base policy for details

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

- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677

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- 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

Grievance Redressal Procedure: Please refer base policy for details

Step 1:

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

- * Call us at our toll free no. 1800 102 4444
- * Lodge your complaint online at www.bharti-axalife.com
- * Email us at complaints.unit@bharti-axalife.com
- * Write in to our below Head Office address:
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 resolve your grievance/ lodge your complaint.

You will receive a response within 14 calendar days from the date of receipt of your complaint.

Step 2: In case you are not satisfied with the decision of the above office/officer, or have not received any response within 14 calendar days, you may contact our Grievance Redressal Officer,

- * Write to our Grievance Redressal 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

You are requested to inform us about your concern within 8 weeks of receipt of resolution, failing which we will deem the complaint to be satisfactorily resolved

Step 3:

If you are still not satisfied with the resolution, you may write to our Senior Grievance Redressal Officer / Grievance Officer at: Write to our Grievance Officer 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

Step 4:

In case you are not satisfied with the decision/ resolution of the Company, you may approach the Insurance Ombudsman through the IRDA website www.irda.gov.in for the contact details of the Insurance Ombudsman Offices.

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Appendix I List of Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD- Shri. / Smt. 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: bimalokpal.ahmedabad@qbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Shri. M. Parshad 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: bimalokpal.bengaluru@qbic.co.in	Karnataka
BHOPAL - Shri. R K Srivastava 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: bimalokpal.bhopal@qbic.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@qbic.co.in	Orissa
CHANDIGARH - Shri. Manik B. Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@qbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@qbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237539 Fax: 011 - 23230858 Email: bimalokpal.delhi@qbic.co.in	Delhi
GUWAHATI - Sh. / Smt. Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@qbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri. G. Rajeswara Rao 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@qbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@qbic.co.in	Rajasthan
ERNAKULAM - Shri. P. K. Vijayakumar 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@qbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA - Shri. K. B. Saha 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: bimalokpal.kolkata@qbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands.

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LUCKNOW - Shri. N. P. Bhagat 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@gbic.co.in	Uttar Pradesh, Uttaranchal.
MUMBAI - Shri. A. K. Dasgupta 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@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
Pune - Shri. A. K. Sahoo 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: bimalokpal.pune@gbic.co.in	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 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 policy
 whichever 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 policy
 whichever 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.

[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.]