

Policy Document – Elite Advantage

Part B

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

- a) **Age** is the Age at last birthday in completed years.
- b) **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 any additional charges as levied by the Company over and above the standard premium rates.
- c) **Base Policy/ Basic Plan** is the life insurance product chosen by the Policyholder out of the various products offered by the Company.
- d) **Date of Commencement of Policy** is the date of issue of the Policy by the Company.
- e) **Life Insured** is the person named in the Policy Schedule and whose life is covered under the Policy.
- f) **Limited Premium Payment Policy** is a Policy wherein the Premium Payment Term is limited as compared to the Policy Term.
- g) **Maturity Date** is the date on which the Policy Benefit Period concludes and is shown as such in the Policy Schedule.
- h) **Modal Premium** is the amount payable by the Policyholder on the due dates in a policy year, including modal factors as per the mode chosen by the Policyholder
- i) **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 Date. (this is applicable where the policy holder and Life Insured are the same.)
- 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 Schedule, 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 proposal.
- k) **Policy Anniversary Date** is the date which periodically falls after every twelve months starting from the Policy Date whilst the Policy is in force.
- l) **Policy Date / Date of Commencement of Risk** means the date from which the Life Insurance coverage is applicable to the Policy and as specified in the Policy Schedule.
- m) **Policy Schedule** is the cover page to the Policy, containing amongst others, the brief description of the Policy, the Policyholder and the Life Insured which forms an integral part of the Policy.
- n) **Policy Term** is the number of Policy Years for which the Policy is in effect, commencing from the Policy Date and ending on the Maturity Date and is mentioned in the Policy Schedule.
- o) **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.
- 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) **Premium Payment Term** means the number of Policy Years for which the Policyholder is required to pay the premium.

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- r) **Rider** is an optional Insurance cover which can be purchased alongwith the Basic Plan. It provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read alongwithBasicPlan.
- s) **Rider Premium:** is the premium payable for the Rider/(s) chosen by the Policyholder and is mentioned in the PolicySchedule.
- t) **Sum Assured on Death** means an assured amount which becomes payable on the death of the Life Insured.
- u) **Sum Assured on Maturity** means the guaranteed amount which becomes payable at the end of Maturity PayoutPeriod.
- v) **The Company /Company** means Bharti AXA Life Insurance Company Limited.
- w) **You/Your/Yours** refers to the Policyholder and shall also include the Life Insured, where the Policyholder and Life Insured are different persons.

****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'**

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PART C

Benefits payable

1. DeathBenefit

In case of unfortunate event of death of the Life Insured during the Policy Term, the following benefits will be payable to the Nominee, subject to Policy being in force. The Sum Assured on death will be the higher of:

- a) Sum Assured on Maturity
- b) 11 times Annualized Premium
- c) 105% of all premiums paid till date of death (excluding any additional charges as levied by the Company over and above the standard premium rates).

In the event of death of the Life Insured:-

- a. during the grace period allowed for payment of due premium:- the Death Benefit (after deducting the unpaid due Premium) shall be payable
- b. while the policy is in lapse status:- no benefit shall be payable
- c. when the policy is in paid up status:- Paid up value as specified in Part D sub section 2B be payable
- d. during the Maturity Payout Period:- No Death Benefit shall be Payable in case of Death of Life Insured during the Maturity Payout Period. The unpaid Guaranteed Payout will be paid to the Nominee as per the Schedule mentioned in Part C section 2 and the Sum Assured on Maturity will be paid at the end of 20th year. The Nominee has an option to take the Maturity Payout as a lump sum at anytime during the Maturity Payout Period. The Lump sum shall be calculated as Net Present Value of future payouts. The Net Present Value is present value of all future payouts discounted at a certain rate. The rate at which it will be discounted is guaranteed at 5% p.a.

On death of the Policyholder (where the Policyholder and Life Insured are different), the Legal heirs of the Policyholder may succeed the erstwhile Policyholder. If none of the Legal heirs are willing to become the Policyholder therein, then the surrender value as applicable will be paid in accordance with the relevant provisions of the Policy to the person/s entitled to receive the same as per law and accordingly all Policy benefits shall stand extinguished.

2. Maturity Benefit

If the Life Insured survives till the Maturity date of the Policy and that all premiums are duly paid, then the benefits as mentioned below will be paid to the Policyholder

1. Guaranteed Payout: A percentage of Sum Assured on Maturity is paid during the Maturity Payout Period till the end of the 19th year. The frequency of the Guaranteed Payout will be Annual/Semi Annual/Quarterly as chosen by the Policyholder.
2. Sum Assured: 100% of Sum Assured on Maturity is paid at the end of 20th year, from the Date of Commencement of Policy.

The percentage of Guaranteed Payout depends upon the Policy Term, Premium Payment Term and the Premium amount as mentioned below.

Policy Term	Premium Payment Term	Guaranteed Payout (End of year)	Annualized Premium (Rs)	Guaranteed Payout as a % of Sum Assured on Maturity
10 years	5 years	10 th to 19 th year	24000-49,999	8.5%
			50,000-99,999	9%
			100,000 and above	9.5%
12 years	7 years	12 th to 19 th year	15000-49,999	8.5%
			50,000-99,999	9%
			100,000 and above	9.5%
12 years	12 years	12 th to 19 th year	12000-49,999	8.5%
			50,000-99,999	9%
			100,000 and above	9.5%

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- a. The Policyholder has an option to take the above mentioned Maturity Benefit as a lump sum at anytime during the Maturity Payout Period. The lump sum shall be calculated as a Net Present Value of future payouts. The Net Present Value is present value of all future payouts discounted at a certain rate. The rate at which it will be discounted is guaranteed at 5% p.a.

MaturityPayoutPeriod

For Policy term of 10 years Maturity Payout Period is from the end of 10th year till the end of 20th year.

For Policy term of 12 years Maturity Payout Period is from the end of 12th year till the end of 20th year.

In case of death of the Life Insured during the Maturity Payout Period (where the Policyholder and Life Insured are different), the outstanding maturity benefits will be paid to the Policyholder (Nominee)

In case of death of the Life Insured during the Maturity Payout Period (where the Policyholder and Life Insured are the same), the outstanding maturity benefits will be paid to the Nominee.

In case of death of both the Life Insured and the nominee during the Maturity Payout Period, the outstanding maturity benefits will be paid to the legal heirs of the policyholder.

3. Surrender

Subject to the Policy being in force:

1. for Premium Payment Term of 5 years and 7 years, the Policy acquires a surrender value provided at least two Annualized Premium have been paid.
2. for Premium Payment Term of 12 years, the Policy acquires a surrender value provided three annualized premium have been paid.

On surrender of the Policy a lump sum amount equal to Guaranteed Surrender Value will be paid to the Policyholder subject to the Policy being in force and the Policy gets terminated. The Guaranteed Surrender Value is calculated as the Guaranteed Surrender Value factor (as shown in Part D of section 3A) * Premiums paid till the date of surrender. The Company shall declare special surrender values as defined in Part D section 3B, at such other rates not less than the Guaranteed Surrender Values. These rates are not guaranteed and will be declared by the Company from time to time, subject to prior approval from IRDA. The Special Surrender Value shall always be greater than or equal to the Guaranteed Surrender Value.

4. GracePeriod

Grace period is the time extended by the Company to facilitate the Policyholder to pay the unpaid premium, in case the premium/s had not been paid as on the Due date. The Policyholder gets 30 days Grace Period to pay the premiums which fell due and the benefits under the policy remain unaltered during this period.

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PART D

1. Free Look Period

If Policyholder disagrees with any of the terms and conditions of the Policy, there is an option to return the original Policy along with a letter stating reason/s within 15 days of receipt of the Policy. The Policy will accordingly be cancelled and the Company will refund an amount equal to the Premium paid and may deduct a proportionate risk premium for the period on cover, the medical expenses incurred by the Company (if any) and the stamp duty charges. All rights of the Policyholder under this Policy shall stand extinguished immediately on cancellation of the Policy under the free look option.

If the Policy is opted through Insurance Repository (IR), the computation of the said Free Look Period will be as stated below:-

For existing e-Insurance Account: Computation of the said Free Look Period will commence from the date of delivery of the e mail confirming the credit of the Insurance policy by the IR.

For New e-Insurance Account: If an application for e-Insurance Account accompanies the proposal for insurance, the date of receipt of the 'welcome kit' from the IR with the credentials to log on to the e-Insurance Account(e IA) or the delivery date of the email confirming the grant of access to the eIA or the delivery date of the email confirming the credit of the Insurance policy by the IR to the eIA, whichever is later shall be reckoned for the purpose of computation of the free look period.

2. Discontinuance of due premiums

2A Lapsation of Policy

If the premium is not paid on the due date or during the grace period, the Policy shall lapse with effect from the date of such unpaid premium. Lapsation of the Policy shall extinguish all the rights and benefits which the Policyholder is entitled to under the Policy.

2B Paid Up Policy

If the Policyholder has paid at least two Annualized Premium/s for premium payment term of 5 years and 7 years and three Annualized Premiums for premium payment term of 12 years and has not paid any further premiums due to any reason, the Policy will automatically be converted into paid up. Once the Policy becomes paid up the benefits will be reduced to a paid up value which will be payable either on death or at maturity or on surrender of the Policy.

The Paid up value of your policy will be calculated as below: Paid up Value on Maturity

1. The paid up value shall be calculated as follows;
 - Guaranteed Payout: A percentage of Reduced Sum Assured on Maturity shall be payable during the Maturity Payout Period. The percentage of Guaranteed Payout depends upon the Premium Payment Term and the Premium Band as mentioned in Part C Section 2.
 - Reduced Sum Assured on Maturity shall be paid out at the end of the 20th year from the date of commencement of the policy.

Where Reduced Sum Assured on Maturity will be calculated as Number of annualized premiums paid X Sum Assured on Maturity

2. In case the Policyholder chooses to receive the maturity payout as a lumpsum then the Paid Up Value will be
$$= \frac{\text{Number of annualized premiums paid} \times (\text{NPV of Maturity Benefit at a guaranteed rate of 5\% pa.})}{\text{Premium Payment Term}}$$

Paid up value on Death = Number of Annualized Premiums paid X Sum Assured on death
Premium Payment Term

In case of surrender of a paid up policy, the benefits payable on Surrender will be calculated as follows
Paid Up value on surrender = Paid up Value on Maturity * (surrender value factor / 1000)

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3. Surrender Benefits

3 A Guaranteed Surrender Value:

The Policy acquires a Surrender Value provided at least two annualized premium (in respect of premium payment term of 5 and 7 years) and three annualized premium (in respect of premium payment term of 12 years) have been paid. The guaranteed Surrender Value Factors as a percentage of premiums paid are as mentioned in the table below:

Premium Payment Term/ Policy Year	5 years	7 years	12 years
1	-	-	-
2	30%	30%	-
3	30%	30%	30%
4	50%	50%	50%
5	50%	50%	50%
6	55%	55%	55%
7	60%	60%	60%
8	65%	65%	65%
9	70%	70%	70%
10	75%	75%	75%
11	-	80%	80%
12	-	80%	80%

3 B Special Surrender Value:

The Company may declare Special Surrender values at such other rates not less than the Guaranteed Surrender Values as specified above. These rates are not guaranteed and will be declared by the Company from time to time, subject to prior approval from IRDA.

On surrender of the policy a lump sum amount equal to higher of Special Surrender Value and Guaranteed Surrender Value as defined in the table above, will be paid to the Policyholder and the contract gets terminated.

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

4. Reinstatement

The Reinstatement will be as per the Board approved underwriting policy.

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

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

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

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If the Policy is in lapsed status:- In the event of death of the Life Insured during the reinstatement period, no benefit is payable to the Nominee.

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

If the Policy is in paid up status:- If the Paid up Policy is not reinstated within the period allowed for reinstatement, the Policy shall continue to be in the paid up status and Paid up Value as mentioned in Part D sub section 2B shall become payable at Maturity or on death.

5. Suicide

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

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

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

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

6. 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: The original Policy(entire book let) , Death Certificate of the Life Insured , Claimant's Statement and KYC Document of the Nominee or beneficiary .

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.

7. Loan

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

- The minimum amount of loan for a Policy is Rs.15, 000.
- The maximum amount of loan will not exceed 70% of the acquired Surrender Value.
- The Policyholder shall assign the Policy absolutely to and be held by the Company as security for repayment of the loan and interest/allied charges thereon;
- The loan shall carry interest at the rate specified by the Company at the time of advancing the loan. The interest rate in a policy loan is not fixed and could be reviewed by the Company on 1st of July every year. This interest rate shall not exceed the sum of (5% and the Base lending rate of State Bank of India at the time of declaration.) The current rate of interest on policy loan is 13.38% pa.
- In case the policy is in paid up status, then the outstanding loan amount together with the interest shall not be equal to or exceed the Surrender Value of the Policy at any point of time. In case the outstanding loan amount with interest is greater than or equal to the surrender value, the policy shall stand terminated and all future benefits will cease to exist.
- Other terms and conditions as prescribed by the Insurer from time to time.

8. Termination

The Policy will terminate on the earliest of the following:

- a) On the date the Company receives valid application for surrender from the Policyholder and payment of surrender benefits or
- b) The Maturity date of the Policy; or

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- c) Upon receipt of written intimation about the death of Life Insured along with a supporting document to the satisfaction of the Company; or
- d) Settlement on Freelook request

9. Policyalterations / 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.

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PART E

Part E is not applicable to this Policy.

PART F

1. Misstatement of Age and Gender

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

- a) If the correct Age is higher than the Age declared in the Proposal, the Annualised 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 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. Assignment and Nomination

Assignment: Assignment should be in accordance with provisions of sec 38 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in appendix – II for reference]

Nomination: Nomination should be in accordance with provisions of sec 39 of the Insurance Act 1938 as amended from time to time.

[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in appendix – III for reference]

3. 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 Company in accordance with Section 45 of the Insurance Act, 1938.

4. Taxation

The tax benefits, if any, on the Policy would be as per the prevailing provisions of the tax laws in India. If

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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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 Part B (J). 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.

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PART G

1. 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-400063

2. 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
- Call us at our toll free no. 1800 102 4444
- Email usat_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-400063
- 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-400063
- Email usathead.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
- 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 – IV for reference]**