



# POLICY BOND

## Bharti AXA Life Future Advantage Pension

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

### 1. DEFINITIONS

- 1.1 “Age” is the Age at last birthday in completed years.
- 1.2 “Allocation” means the creation of Units in the applicable Investment Fund/s at the prevailing Unit Price.
- 1.3 “Annual Premium” is the total of the premium payable by You for the basic plan, in a Policy Year.
- 1.4 “Death Benefit” is the benefit payable on the death of the Life Insured as per Section 3.1.
- 1.5 “Investment Fund” is a specific, separate fund managed for the exclusive interest of all Policyholders sharing the same Investment Fund option. A number of Investment Funds earmarked for their unit linked business, are offered by the Company from time to time. Each of these Investment Funds has an asset Allocation mix consisting of various financial instruments.
- 1.6 “Investment Fund Allocation Instruction” is the instruction given by you for the allocation of premiums. This is the amount available after deduction of all relevant Premium Allocation Charges for the purchase of Units in the Investment Fund decided by You.
- 1.7 “Issue Date” is the date of commencement of risk under the basic plan. This is specified under Policy Specification. In case of any separate attached supplement or endorsement, the date of issue will be the date of such supplement or endorsement.
- 1.8 “Life Insured” is the person named in the Policy Specifications and whose life is covered under the Policy.
- 1.9 “Vesting Date” is the date on which the Policy Benefit Period concludes and is shown as such in the Policy Specifications.
- 1.10 “Nominee” is the person nominated to receive the benefits under the Policy in the event of death of the Life Insured.
- 1.11 “Policy” means and includes the following:
- (a) Policy Bond
  - (b) A copy of the proposal for insurance submitted by You
  - (c) The Policy specifications
  - (d) The benefit illustration signed by You. Any attached endorsements or supplements together with the addendums provided/ issued by the company from time to time at Your request
  - (e) Any other document provided by the company from time to time under notice to You
  - (f) Any other document submitted by You to the company in connection with accepting Your proposal for insurance
- 1.12 “Policyholder” is the owner of the policy who is mentioned in the proposal form. He/she may be a person other than the Life Insured.
- 1.13 “Policy Date” is the month, day and year the Policy comes into effect and is shown in the Policy Specifications.
- 1.14 “Policy Year” is measured from the Policy Date and is a period of twelve consecutive calendar months.
- 1.15 “Policy Month” is measured from the Policy Date and is a corresponding date falling in the next calendar month.
- 1.16 “Policy Anniversary Date” is the date which periodically falls after every twelve months starting from the Policy Date whilst the Policy is in force.
- 1.17 “Policy Charges” are the charges associated with the Policy as detailed in Section 7 of the Policy Bond.
- 1.18 “Policy Fund Value” is the value of the aggregate of the number of outstanding units on any day in each Investment Fund allocated under the Policy multiplied by their respective Unit Prices applicable as on that day.

For example, if a customer holds 100 units of Grow Money Pension Plus Fund and 50 units of Growth Opportunities Pension Plus Fund, and assuming the NAV of the Grow Money Pension Plus Fund is Rs.11 and that of Growth Opportunities Pension Plus Fund is Rs.12 (assumed, just understanding purpose), the policy fund value of the customer would be calculated as follows:

Grow Money Pension Plus Fund:	100 units x Rs.11	= Rs.1100
Growth Opportunities Pension Plus Fund:	50 units x Rs.12	= Rs.600
Policy Fund Value:		= Rs.1700

- 1.19 “Policy Benefit Period” is the number of Policy Years for which the Policy continues, starting from the Policy Date and ending on the Vesting Date and is mentioned in the Policy Specifications (e.g. if the date of issue of the policy is 21<sup>st</sup> September 2009 and the Vesting Date 20<sup>th</sup> September 2050, the period between the two dates will be the policy benefit period (including those dates)).

- 1.20 “Policy Specifications”** is that section of the policy which contains a brief description of the Policy, such as Policy Number, Policy Date, Vesting Date and Policy Benefit Period and forms an integral part of the Policy Bond.
- 1.21 “Switch”** is the facility allowing the Policyholder to change the investment pattern by moving from one Investment Fund to another Investment Fund(s) amongst the Investment Funds offered under the Policy.
- 1.22 “The Company”** means Bharti AXA Life Insurance Company Limited.
- 1.23 “Top Up Premium”** is the additional amount of premium paid by You over and above Annual Premiums till date.
- 1.24 “Unit”** is a portion or a part of the underlying Investment Fund purchased from the Premiums under the Policies.
- 1.25 “Unit Price”** is the value per unit of each Investment Fund calculated in accordance with Section 6.2.
- 1.26 “Valuation Date”** is the date on which the Unit Price of the Investment Fund is determined in accordance with the Valuation provisions of the Policy as mentioned in Section 6.2.
- 1.27 “You/Your/Yours”** is and refers to the Policyholder as mentioned in the proposal form.

## **2. GENERAL PROVISIONS**

### **2.1 Product Description**

“Bharti AXA Life Future Advantage Pension” is the name of the unit linked pension 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.

The Benefits payable under the Policy are linked to the Investment Fund/s and the respective Investment Fund performance. Being a unit linked Policy the Policyholder has the option to allocate the Annual Premium and Top Up Premium, if any, among one or more of the Investment Fund(s) as per the conditions of the Policy. You may choose to allocate the premium, at any time during the Policy Benefit Period, among the various investment funds offered under this product.

Only a duly authorised officer of The Company has the power to change the Policy as per the request of the Policyholder. Neither an agent nor anyone other than a duly authorised officer of The Company has the power to waive any of the rights or requirements of the Policy.

The name of the product/investment fund(s) does not in any way indicate the quality/performance of the product/fund(s), its future prospects or returns.

### **2.2 Assignment**

The Policyholder can assign the Policy to any other person/ legal entity and in that event the Policyholder will be referred to as “Assignor” and the person/ legal entity to whom the Policy is assigned will be referred to as the “Assignee”. Assignment of the Policy requires satisfactory written notice in the form specified by The Company accompanied by the original Policy Bond to be sent to The Company at its registered office or any of the Company’s branches. The assignment would either be endorsed upon the Policy Bond or documented by a separate instrument, signed in either case by the Assignor stating specifically the fact of the assignment. The Company will not express any opinion on the validity or legality of the Assignment. Assignment can be done only for the entire Policy. Any assignment shall automatically cancel a nomination made earlier.

### **2.3 Nomination**

Where the Policyholder is also the Life Insured, the Policyholder may at any time before the vesting date, nominate one or more person/(s) as a Nominee to receive the Death Benefits in the event of the death of the Life Insured before vesting date.

If the nominee is below 18 years of Age (“minor”), You shall appoint a person aged above 18 years to receive the Death Benefits during the period when nominee is a minor. The person so appointed shall be referred to as “Appointee”.

Policyholder can make a nomination only with regard to the entire Policy. If no Nominee is alive at the time of death of the Life Insured, the legal heirs of the deceased life assured shall be entitled to the death benefits. However, where the Policyholder and Life Insured are different persons, the Policyholder or Policyholder’s legal heirs, as the case may be, shall be entitled to receive the Death Benefits in the event of death of the Life Insured.

If you wish to change the nominee, you will have to give notice of such a change, in writing, to the Company. Such a change in nomination shall be effective only if the said notice is registered by the Company in its records and endorsed. A written acknowledgement of having registered such a change shall be issued by The Company to You.

## 2.4 Validity

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material to assessment of the risk of issuing the Policy. Failure to disclose or misrepresentation of a material fact, will allow The Company to deny any claim, subject to the provisions of Section 45 of the Insurance Act, 1938.

As per Section 45, no Policy of Life Insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no Policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected be called in question by The Company on the ground that the statement made in the proposal or in any report of a medical officer, or referee, or friend of the Life Insured, or in any document leading to the issue of the Policy, was inaccurate or false, unless The Company shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Life Insured/Policyholder and that the Life Insured/Policyholder knew at the time of making it that the statement was false or that it suppressed facts which was material to disclose.

Provided that nothing in this section shall prevent The Company from calling for proof of Age at any time if it 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 that the Age of the Life Insured was incorrectly stated in the proposal.

## 2.5 Misstatement of age

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

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

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

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

## 2.6 Primary Claim documents

The Company would require the following primary documents in support of a claim to enable processing of the claim under the Policy:

- For Surrender/ Vesting Benefit:
  - Original Policy Bond;
- For Death Benefit:
  - Original Policy Bond;
  - Death Certificate of the Life Insured; and
  - Claimant's Statement

The Company is entitled to call for additional documents based on the conditions like the duration of the Policy and the circumstances of the death, accident or illness.

## 2.7 Notice

Any notice issued to You under the Policy shall be dispatched by post or through electronic mail or telephone facsimile transmission to Your updated address/es in the records of The Company and shall be deemed to have been received by You within three business days after such dissemination. Any such notice will run from the time You are deemed to have received such notice.

## **2.8 Free look option**

If You disagree with any of the terms and conditions of the Policy, You have the option to return the original Policy Bond along with a letter stating reasons for the objection within 15 days of receipt of the Policy Bond ("the free look period"). The Policy will accordingly be cancelled and company shall refund an amount equal to (the sum of Premium Allocation Charge, Policy Administration Charge, deducted from the Policy Fund Value) and (the Policy Fund Value less stamp duty and underwriting expenses if any incurred by the Company), will be refunded to the Policyholder. All the rights under the Policy shall stand extinguished immediately on the cancellation of the Policy under the Free Look Option.

## **3. POLICY BENEFITS**

### **3.1 Death Benefit**

On admission of claim upon death of the Life Insured, during the Policy Benefit Period, Death Benefit payable to the Nominee will be the Policy Fund Value as on the date of intimation of death received by The Company. The nominee has the option to purchase the then available annuity product of The Company or an annuity product of any other insurer (Open Market Option) with the Policy Fund Value.

The payment of Death Benefit is made by cancellation of the outstanding Units under the Policy. For the cancellation of Units, the applicable Unit Price would be computed in accordance with the provisions contained in Section 6.2.

### **3.2 Vesting Benefit**

Subject to the Policy being in effect, the Policy shall vest on the Vesting Date and the Policyholder shall have the following options:

- To utilize the entire Policy Fund Value to purchase the then available annuity product of The Company or an annuity product of any other insurer (Open Market Option); or
- To utilize at least two-thirds of the Policy Fund Value, to purchase the then available annuity product of The Company or an annuity product of any other insurer (Open Market Option) and withdraw the balance amount.

The choice of any of the above options shall be intimated to The Company at least 90 days prior to the Vesting Date by the Policyholder. In the event the Policyholder exercises the option of purchasing an annuity product of another insurer, he/she shall intimate the decision to The Company. The Company shall then directly transfer the Vesting Benefit to the insurer chosen by the Policyholder.

### **3.3 Modification of the Vesting Date**

The Policyholder has the option to modify the Vesting Date ('Modified Vesting Date') during the Policy Benefit Period. The Modified Vesting Date should however always fall within the Age of 45 and 90 years of the Policyholder and that the Policy should have completed a minimum of ten Policy Years as at the Modified Vesting Date. In case the Policyholder modifies his/her Vesting Date, the revised Policy Benefit Period of 11 to 14 years is not allowed.

Any change in the Vesting Date should be intimated by the Policyholder to The Company at least 90 days prior to the proposed Modified Vesting Date.

### **3.4 Special Additions**

Subject to the Policy being in effect, Special Additions of 1.50% of the Average Policy Fund Value will be credited to the Investment Fund starting from the fifth (5<sup>th</sup>) policy anniversary and every 5 years thereafter. This Allocation is done by creation of additional Units across the Investment Funds in the same proportion as the Investment Fund Allocation Instruction then in effect for the Policy. The Average Policy Fund Value is equal to the average of the Policy Fund Values as on the last date of each of the preceding 36 policy months.

### **3.5 Partial Withdrawal of Units**

The Policyholder has the option to apply for Partial Withdrawal of money from the Policy Fund Value in the specified form, at any time after the completion of three Policy Years, provided the Policy is in force. This withdrawal shall be subject to prevalent administrative rules regarding minimum and maximum Partial Withdrawal amounts. The current limit on the minimum withdrawal is Rs.1, 000. Additionally, the maximum Partial Withdrawal amount should not exceed 20% of the Policy Fund Value in that Policy Year. In case the Policy Fund Value becomes less than one annual Premium after the Partial Withdrawal, the Policy will be terminated.

You can request for only two Partial Withdrawals in a Policy Year. These two Partial Withdrawals in a Policy Year are free of charge.

For the Partial Withdrawal, the cancellation of Units shall first be done from the Policy Fund Value corresponding to the Top Up Premiums paid till then subject to the Top Up Premium having been invested for three completed years from the date of payment of such Top Up Premium. However this condition will not apply if the Top Up Premium is paid during the last three years of the Policy Benefit Period.

### **3.6 Full Withdrawal of Units (Policy Surrender)**

The Policyholder has the option to apply for the Surrender of the Policy at any time before the Vesting Date. Surrender of the Policy shall terminate the Policy and extinguish all Your rights, benefits and interests in the Policy.

This policy acquires a surrender value after payment of annual premium for the first policy year. This surrender value is payable only after the completion of three policy years or whenever the policy is surrendered thereafter. There are no surrender charges throughout the term of the Policy.

### **3.7 Change in the Investment Fund Allocation (Premium Redirection)**

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

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

## **4. POLICY PREMIUMS**

**4.1** Annual Premium is mentioned in the Policy Specifications as the premium payable by You on the due dates for payment. Such premium is payable on the due date for payment and in any case not later than the grace period of 30 days from due date.

**4.2** Premiums received by the Company (net of the relevant Premium Allocation Charge) are used to create Units in the relevant Investment Funds for Allocation to the Policy Fund in accordance with the Investment Fund Allocation Instruction then in effect under the Policy. The Units will be created on the Valuation Dates of the relevant Investment Fund/s as per the provisions of the section 6 contained herein.

**4.3 Top Up Premium:** At any time after the issuance of the Policy, You may in addition to Your Annual Premium, apply for payment of Top Up Premium, subject to the following conditions:

- The Policy is in effect; and
- Annual Premium due till the date of the application has been paid in full;

As per the applicable administrative rules of The Company, the minimum amount of Top Up Premium is Rs.1000. The maximum limit on top up in a Policy Year is 2.5 times the annual premium.

The creation of Units for the Top Up Premium (net of the relevant Premium Allocation Charge) in the relevant Investment Funds will be made in accordance with the Investment Fund Allocation Instructions for that particular Top Up Premium. The Units will be created on the Valuation Dates of the relevant Investment Funds as per the provisions mentioned in Section 6 herein.

Top Up Premium is subject to a lock in period of three years from the date of making such a Top Up Premium for Partial Withdrawals. However this condition of the minimum lock in period will not apply if the Top Up Premium is paid during the last three years of the Policy Benefit Period from the Vesting Date.

### **4.4 Discontinuance of Premium within three Policy Years:**

If any premium due within the first three Policy Years remains unpaid even after the grace period of 30 days from the date of such unpaid Premium, the benefits under the Policy will cease to exist from the date of such unpaid premium (also termed as 'Lapse Date') and the Policy will lapse. However the Policy Fund will continue to participate in the performance of the Investment Funds till the period allowed for reinstatement of the Policy and the investment risk in the investment portfolio shall be borne by the You during this period. During this period the policy administration charges will be deducted from the Policy Fund on a monthly basis, by cancellation of units.

Death Benefit payable during the grace period will be as defined in section 3.1.

**Reinstatement of the Policy:** The Policyholder can apply for reinstatement of the lapsed Policy within four years from the date of the first unpaid premium ("Reinstatement Period"). Such reinstatement shall be subject to payment in full of an amount equal to all the premiums due but unpaid till the Effective Date of reinstatement.

The Effective Date of Reinstatement is the date on which the above requirements are satisfied and approved by The Company.

In case of death of the Life Insured during the time allowed for Reinstatement of a lapsed Policy, the Policy Fund Value will be paid and the policy will cease to exist.

If the Policy is not reinstated during the Reinstatement Period, the Policy will stand terminated and the Policy Fund Value as at the expiry of Reinstatement Period shall be payable at the end of the period allowed for Reinstatement.

If the Policy is surrendered during the Reinstatement Period, the Policy will stand terminated and the Policy Fund Value as at the date of request of surrender will be payable immediately or at the end of third policy year, whichever is later.

## 5. INVESTMENT FUNDS

**5.1** The Company holds legal and beneficial interests in the assets of each Investment Fund and has sole discretion on the investment and the management of each Investment Fund within the defined asset portfolio Allocation as set out under section 5.2. The six Investment Funds currently offered under the Policy by The Company are – Growth Opportunities Pension Plus Fund, Grow Money Pension Plus Fund, Build India Pension Fund, Save'n'grow Money Pension Fund, Steady Money Pension Fund and Safe Money Pension Fund.

**5.2** The Company will manage the investment mix of each of the Investment Funds according to the following indicative schedule:

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

Note:

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

### **5.3 Investment Fund Valuation**

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

The Unit Price shall be computed based on whether The Company is purchasing (appropriation price) or selling (expropriation price) the assets in order to meet the day to day transactions of Unit Allocations and Unit redemptions i.e. The Company shall be required to sell/purchase the assets if Unit redemptions/Allocations exceed Unit Allocations/redemptions at the Valuation Date.

The Appropriation price shall apply in a situation when The Company is required to purchase the assets to allocate the Units at the Valuation Date. This shall be the amount of money that The Company should put into the fund in respect of each Unit it allocates in order to preserve the interests of the existing Policyholders. The Unit Price will be computed as follows: Market value of investment held by the fund plus the expenses incurred in the purchase of the assets plus the value of any current assets plus any accrued income net of Fund Management Charge less the value of any current liabilities less provisions, if any. This gives the net asset value of the Fund. Dividing it by the number of Units existing at the Valuation Date (before any new Units are allocated), gives the Unit Price of the fund under consideration.

The Expropriation price shall apply in a situation when The Company is required to sell assets to redeem the Units at the Valuation Date. This shall be the amount of money that The Company should take out of the fund in respect of each Unit it cancels in order to preserve the interests of the continuing Policyholders. The Unit Price will be computed as follows: Market Value of investment held by the Investment Fund less the expenses incurred in the sale of the assets plus the value of any current assets plus any accrued income net of Fund Management Charges less the value of any current liabilities less provisions, if any. This gives the net asset value of the fund. Dividing it by the number of Units existing at the Valuation Date (before any Units are redeemed), gives the Unit Price of the fund under consideration.

The Company is aiming to value the Investment Funds on each day the financial markets are open. The Company however, reserves the right to value less frequently in extreme circumstances, where the value of the assets may be too uncertain. In such circumstances The Company may defer valuation of assets until normalcy returns. Examples of such circumstances are:

- When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the fund are closed other than for ordinary holidays.
- When, as a result of political, economic, monetary or any circumstances out of the control of The Company, the disposal of the assets of the Investment Fund is not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining Policyholders who have invested in the Investment Fund;
- During periods of extreme volatility of markets during which surrenders and switches would, in the opinion of The Company, be detrimental to the interests of the existing Policyholders invested in the Investment Fund;
- In case of natural calamities, strikes, war, civil unrest, riots and bandhs;
- In event of any force majeure or disaster that affects our normal functioning;
- If so advised by the Insurance Regulatory and Development Authority.

### **5.4 Investment Fund Addition**

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

### **5.5 Investment Fund Closure**

The Company reserves the right to close any Investment Fund at any time by giving a three month written notice of its intention to close an Investment Fund and from the date of such closure The Company will cease to create or cancel Units in the said Investment Fund ('Closing Investment Fund').

Closure of an Investment Fund will be on the happening of an event which in the sole opinion of The Company requires the said Investment Fund to be closed and such closure of an Investment Fund shall be subject to prior approval of Insurance Regulatory and Development Authority. The Company will require the Policyholder who has invested in the Closing Investment Fund to replace it with another Investment Fund/s ('Replacing Investment Fund') in the form specified by The Company and before the date specified in the written notice of The Company. Upon receiving Your notification, Units in the Closing Investment Fund allocated to this Policy will be cancelled on the last Valuation Date of the Closing Investment Fund. The Company will replace the Closing Investment Fund with the Replacing Investment Fund/s chosen by You, by creating Units in the Replacing Investment Fund/s, with proceeds from the cancellation of Units in the Closing Investment Fund on the last Valuation Date of the Closing Investment Fund.

If The Company has not received valid notice from You for modification of Your Investment Fund Allocation by the time of



closure of the Closing Investment Fund, The Company will:

- switch Your funds from the Closing Investment Fund to the most conservative Investment Fund then available; and
- change Your Investment Fund Allocation in such a way that the percentage allocated to the Closing Investment Fund is added to the percentage allocated to the most conservative Investment Fund option then available. Currently the most conservative Investment Fund option is Safe Money Pension Fund. The Company would however declare the most conservative Investment Fund option from time to time depending upon its then current Investment profile.

Switching of units from the Closing Investment Fund to the Replacing Investment Fund/s will not be considered as a part of the twelve free switches offered under this product. However, no charge will be deducted for such a switch.

### **5.6 Switch amongst Investment Funds**

You can apply for Switch of Your Investment Fund/s from one Investment Fund to another through a Switch Application Form specified by The Company. The facility of Switch would be subject to the administrative rules of The Company, existing at the time of Your Switch application. Switch of funds will be effected at a Unit Price declared on the date Your Switch application is received and accepted by The Company before 3.00 p.m. and on the next day's Unit Price declared if the application is received and accepted at The Company after 3.00 p.m. You are entitled to make twelve Switches per Policy Year free of charge. Every additional Switch in a Policy Year would be subject to a charge as mentioned in Section 7. Unutilised switches of any Policy Year cannot be carried forward to the succeeding Policy Years. The minimum amount of a switch transaction should be Rs. 1,000.

### **5.7 Risks of investments**

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

- The premium paid in Unit Linked Insurance policies are subject to investment risks associated with capital markets and the NAVs of the units may go up or down based on the performance of the fund and factors influencing the capital market and the insured is responsible for his/her decisions.
- The past performance of these or other Investment Funds of The Company do not indicate the future performance of these Investment Funds.
- The investment risk in investment portfolio is borne by the Policyholder.

## **6. UNITS**

### **6.1 Creation of Units**

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

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

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

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

### **6.2 Cancellation of Units**

Units will be cancelled from the Investment Funds, wherein an application (including claims, surrender, Policy closure, Free Look option, switch request, partial withdrawal) is received by The Company:

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

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

## 7. POLICY CHARGES

### 7.1 Premium Allocation Charge

This charge is recovered as a percentage of the Annual Premium or Top up premium, as the case may be, received by The Company. The balance, known as Allocation amount, is utilised to purchase Units for the Policy in accordance with the Investment Fund Allocation mentioned by You.

Policy Year	Premium Allocation Charge
1	14%
2 and 3	2%

Top Up Premium Allocation Charge: 2%

Service tax including cess and surcharge will be applicable on all Premium Allocation Charges as per the prevailing rates and will be deducted from the Annual Premium / Top Up Premium.

### 7.2 Policy Administration Charge

The Policy Administration Charge will be deducted by cancellation of Units at the prevailing Unit Price on the corresponding Policy Date in each Policy Month as a percentage of Annual Premium as given in the table below:

Policy Year	Policy Administration Charge (per month)
1 to 3	0.45%
4 onwards	0%

Policy administration charges will be deducted irrespective of the premium payment status.

### 7.3 Fund Management Charge

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

Investment Fund	Fund Management Charge per annum
Growth Opportunities Pension Plus	1.35%
Grow Money Pension Plus	1.35%
Build India Pension	1.35%
Save 'n' Grow Money Pension	1.25%
Steady Money Pension	1.00%
Safe Money Pension	1.00%

Service tax including cess and surcharge will be applicable on the Fund Management Charge as per the prevailing rates and will be levied at the time of computation of Unit Price and adjusted in the Unit Price calculation.

### 7.4 Surrender Charge

This policy acquires a surrender value after payment of annual premium for the first policy year. This surrender value is payable only after the completion of three policy years or whenever the policy is surrendered thereafter. There are no surrender charges throughout the term of the Policy.

### 7.5 Switch Charge

Twelve Switches amongst Investment Funds are free every Policy Year. Every additional Switch in a Policy Year would be subject to a charge which is currently at Rs.100 per Switch. Service tax including cess and surcharge will be applicable on the Switch Charge as per the prevailing rates.

## 8. TERMINATION OF THE POLICY

The Policy will terminate on the earliest of the following:

- The date The Company receives Your application for Surrender of the Policy;
- The Vesting Date of the Policy as per Section 3.2;
- The date of intimation of the death of the Life Insured;
- The date of happening of the event/s as mentioned in Section 4.6;
- The date on which the Policy Fund Value becomes inadequate for the deduction of the relevant Policy Charges
- Anytime after payment of three annual premiums and completion of three policy years, if the Policy Fund Value is less than one Annual Premium.

## 9. OTHER PROVISIONS

### 9.1 Taxation

The tax benefits on the Policy would be as per the prevailing tax law provisions 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 You or make necessary recoveries from the Policy Fund Value. As per the current laws, Service Tax including cess and surcharge at prevailing rates will be levied on all charges and any amount that is not allocated to Investment Funds in this Policy.

### 9.2 Revision of Charges:

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

- Fund Management Charge: This charge will be minimum of the cap prescribed by IRDA or as mentioned below , subject to prior approval of IRDA:

Investment Fund	Fund Management Charge per annum
Growth Opportunities Pension Plus Fund	2.00%
Grow Money Pension Plus Fund	
Save 'n' grow Money Pension Fund	
Steady Money Pension Fund	
Safe Money Pension Fund	
Build India Pension Fund	

- Switch charge: This charge shall not exceed Rs.300 per switch.

### 9.3 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 of India.

### 9.4 Unit Statement

Unit Statement is a statement of Units held under the Policy and shall be issued as on every Policy Anniversary Date and as and when transactions such as switch of Investment Funds, Top Up Premium or Partial Withdrawal are affected.

### 9.5 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

### 9.6 Grievance Redressal

9.6.1 In case you have any query or complaint/grievance, you may approach our office at the following address:

Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th Floor, Raheja Titanium  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063

Contact No: Toll Free No.: 1800 102 4444  
Email ID: complaints.unit@bharti-axalife.com  
www.bharti-axalife.com

**9.6.2** In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

Complaint Redressal Officer

Contact No: Toll Free no.: 1800 102 4444

Email ID: cro@bharti-axalife.com

**9.6.3** In case you are not satisfied with the decision/ resolution of the Company, you may approach the Insurance Ombudsman at the address given below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

A detailed list of all ombudsmen is also mentioned below:

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014.</b> Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL(M.P.)-462 023.</b> Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri V. Ramasaamy	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email insombud@md4.vsnl.net.in	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI		2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajashtan
GUWAHATI	Shri Sarat Chandra Sarma	"Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

HYDERABAD	Shri K. Chandrahas	6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA		North British Bldg., 29, N.S. Road, 4 <sup>th</sup> Floor, <b>KOLKATA-700 001.</b> Tel : 033-22134866 Fax : 033-22134868 Email iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Shri S. Viswanathan	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

**9.6.4** The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.

**9.6.5** As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- within a period of one year from the date of rejection by the insurer
- if it is not simultaneously under any litigation.