

## Policy Document - Bharti AXA Life Smart Jeevan Individual - Non Linked - Non Par Product

### Part B

1. **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. **Life Insured** is the person named in the Policy Schedule and whose life is covered under the Policy. He/ She may also be the Policy holder under this Policy.
  - d. **Maturity Date** is the date on which the Policy Benefit Period concludes and is shown as such in the Policy Schedule.
  - e. **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.
  - f) **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.
  - g) **Policy Document** means and includes the proposal form for insurance submitted 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 and any other document/s called for by the Company and submitted by the Policyholder to enable the Company to process the proposal.
  - h) **Date of Commencement of Policy** is the date of issue of the Policy by the Company.
  - i) **Date of Commencement of Risk** is the date from which the Life Insurance coverage is applicable to the Policy and as specified in the Policy schedule. Back-dating of a Policy is not allowed.
  - j) **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.
  - k) **Policy Term** is the number of Policy Years for which the Policy is in effect, commencing from the Date of Inception of Policy and ending on the Maturity Date and is mentioned in the Policy Schedule.
  - l) **Policy Year** is measured from the Date of Inception of Policy and is a period of twelve consecutive calendar months and includes every subsequent twelve consecutive calendar months.
  - m) **Policyholder** is the owner of the Policy whose name is mentioned in the proposal form.
  - n) **Premium Payment Term** means the number of Policy Years for which the Policyholder is required to pay the premium.
  - o) **The Company /Company** means Bharti AXA Life Insurance Company Limited.

### PART C

#### Benefits Payable

1. **Death Benefit:** On death of the Life Insured during the policy term and provided all due premiums till the date of death have been paid, the Company will pay to the Nominee the Sum Assured on Death which will be highest of the following:
  1. 11 times of Annualized Premium\*
  2. 105% of all premiums paid (excluding any underwriting extra)
  3. Absolute amount assured to be paid on death equal to the Sum Assured under the policy
  4. Sum Assured on Maturity

\*Annualized Premium does not include modal factors, any underwriting extra.

*In case the Policyholder holds multiple policies of Bharti AXA Life Smart Jeevan, the Nominee will receive the cumulative Sum Assured across all the policies, where the cumulative sum assured is subject to maximum of Rs. 5 lacs. If the cumulative Sum Assured exceeds Rs. 5 lacs, the Nominee will be entitled to receive the Death Benefit under the policies which offer the highest sum assured such that the cumulative Sum Assured is less than or equal to Rs. 5 lacs. The premiums paid for the remaining policies will be refunded by the Company.*
2. **Maturity Benefit:** At Maturity, provided all due premiums have been paid and the policy is in force, the Sum Assured on Maturity will be payable.

Sum Assured on Maturity is equal to the sum of all premiums, excluding any underwriting extra and taxes, paid till the date of maturity.
3. **Surrender:** The policy acquires a surrender value if at least three consecutive Annualized Premiums have been paid. On surrender of the Policy, a lump sum amount equal to the Guaranteed Surrender Value as defined in Part D sub section will be paid to the Policyholder, and the Policy will get terminated which is calculated as given below
4. **Grace Period:** 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 premium which fell due and the benefits under the Policy remain unaltered during this period. In case of unfortunate event of death of the Life Insured during the Grace period, death Benefit will be payable after deducting the unpaid due premium.

**Policy Document - Bharti AXA Life Smart Jeevan  
Individual - Non Linked - Non Par Product**

**Part D**

**1. Free Look Period:** If the Policyholder is not satisfied with the Terms & Conditions of the Policy, he/she may return the Policy to the Company within 15 days from the date of receipt of the Policy Document in case of offline Policy and within 30 days of receipt of the Policy in case of Policy sourced through distance marketing (i.e. online sales), stating the reasons of objection. On receipt of the same, the Company may deduct the proportionate risk premium for the period of cover and charges of stamp duty and cancel the Policy.

**2. Discontinuance of Due Premiums**

**a. If Policy has not acquired Surrender Value**

In case you do not pay the premiums within your grace period, your policy will lapse and your insurance cover will cease to exist. You can revive the policy within the period allowed for Revival of the Policy. At the end of the Revival Period if the Policy is not revived then the Policy will be terminated and no benefits will be payable.

**b. If Policy has acquired Surrender Value**

In case you do not pay the premiums within your Grace Period, your Policy will be converted into Paid Up. You have the option to revive the policy within the period given for Revival of the Policy. At the end of the Revival Period if the Policy is not revived then the Policy will continue in Paid Up status and the benefits payable shall be as specified below:

<b>Paid Up Benefits</b>	<b>Benefit Payable</b>
Death Benefit	t/n * Sum Assured on Death
Maturity Benefit	t/n * Sum Assured on Maturity
Surrender Benefit	Guaranteed Surrender Value Factor* Total of premiums paid till date of paid-up

Where,

- o t is the number of months for which premiums have been paid
- o n is the number of months for which premiums are payable
- o Guaranteed Surrender Value factors applicable shall be as per the table above under heading "Surrender"

\*Premiums will not include Service Tax & underwriting extra, if any

**3. Surrender Benefits**

The Policy acquires a Surrender Value after the payment of three consecutive Annualized Premiums. On Surrender the Guaranteed Surrender Value as a percentage of the cumulative Premiums paid till date of Surrender is payable as a lump sum amount less sum of all survival benefits paid till date. The Guaranteed Surrender Value is calculated as follows:

$$\text{Guaranteed Surrender Value (GSV)} = (\text{Guaranteed Surrender Value Factor} * \text{Total of premiums paid})$$

The Guaranteed Surrender Value factors as a percentage of cumulative Premiums paid are as mentioned in the table below:

<b>Policy Year</b>	<b>Guaranteed Surrender Value Factor</b>
Policy Year 1	0%
Policy Year 2	0%
Policy Year 3	30%
Policy Year 4	50%
Policy Year 5	55%
Policy Year 6	60%
Policy Year 7	65%
Policy Year 8	70%
Policy Year 9	75%
Policy Year 10	80%
Policy Year 11	90%
Policy Year 12	90%

\*Premiums paid do not include Service Tax and underwriting extra, if any

**4. Revival**

If the Policy has lapsed, due to non-payment of due premiums within the Grace Period, it may be revived but within a period of 2 years (Revival Period) from the due date of the first unpaid premium and before date of Maturity, on submission of proof of continued insurability to the satisfaction of the Company and the payment of the arrears of premium together with interest as the Company may charge for such Revival, as decided from time to time. The Company reserves the right to revise the terms or decline the Revival of a discontinued policy. The Revival shall take effect only after the same is approved by the Company and is specifically communicated to the Policyholder.

**5. Suicide:** The Policy shall be void if the Life Insured, whether medically 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 Inception of the Policy; or
- b) one year of the date of the latest Revival 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.

## **Policy Document - Bharti AXA Life Smart Jeevan Individual - Non Linked - Non Par Product**

- 6. Termination:** The Policy will terminate on the earliest of the following:
- At the end of Revival Period in case of lapsed policy
  - On the date the Company pays the Surrender Value
  - The Maturity Date of the Policy
  - Acceptance of Freelook request by the Company.
- 7. Policy alterations / Modifications:** Only a duly authorized officer of the Company has the power to effect changes on the Policy/Plan at the request of the Policyholder, subject to the rules of the Company and within the regulatory parameters.
- 8. Advance Premium**
- Collection of advance premium shall be allowed within the same financial year for the premium due in that financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, the same may be collected for a maximum period of three months in advance of the due date of the premium.
  - The premium so collected in advance shall only be adjusted on the due date of the premium.

### **PART E**

**Part E is not applicable to this Policy.**

### **PART F**

#### **1. Fraud And Misrepresentation**

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.

- 2. 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 Document

**For Death Benefit:** Death Certificate for the Life Insured.

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.

#### **3. Misstatement of Age and Gender**

- If the correct Age of the Life Insured is different from that mentioned in the Application Form, the Company will assess the eligibility of the Life Insured for the Policy in accordance with the correct Age of the Life Insured.
- If on the basis of correct Age, the Life Insured is not eligible for the Policy, the Policy shall be cancelled immediately by refunding the Premium received by the Company under the Policy as per the provisions of Section 45 of Insurance Act as amended from time to time.

#### **4. Assignment and Nomination**

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

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

#### **5. 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. 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 as amended from time to time.

- 6. Taxation:** The tax benefits, if any, on the Policy would be as per the prevailing provisions of the tax laws in India. If required by the relevant legislations prevailing from time to time, the Company will withhold taxes from the benefits payable under the Policy. The Company reserves the right to recover statutory levies including service tax by way of adjustment of the premiums paid by the Policyholder.

- 7. 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.

- 9. 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.

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

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

Kindly refer to Part G section 1 of the Bond for intimating about the change in existing details.

# Policy Document - Bharti AXA Life Smart Jeevan Individual - Non Linked - Non Par Product

## PART G

### 1. Customer Service

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

- The Advisor through 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](mailto:service@bharti-axalife.com)
- Mail to: Customer Service  
Bharti AXA Life Insurance Company Ltd.  
Spectrum Towers, 3rd Floor,  
Malad link road, Malad (west),  
Mumbai – 400064

### 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](http://www.bharti-axalife.com)
- Call us at our toll free no. 1800 102 4444
- Email us at [complaints.unit@bharti-axalife.com](mailto:complaints.unit@bharti-axalife.com)
- Write to us at: Grievance Redressal Cell  
Bharti AXA Life Insurance Company Ltd.  
Spectrum Towers, 3rd Floor,  
Malad link road, Malad (west),  
Mumbai – 400064
- Visit our nearest branch and meet our Grievance Officer who will assist You to redress Your grievance/ lodge Your complaint.

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

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

- Write to our Grievance Officer at:  
Bharti AXA Life Insurance Company Ltd.  
Spectrum Towers, 3rd Floor,  
Malad link road, Malad (west),  
Mumbai – 400064
- Email us at [head.customerservice@bharti-axalife.com](mailto:head.customerservice@bharti-axalife.com)

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

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority (IRDA of India) of India on the following contact details:

IRDA of India Grievance Call Centre (IGCC) TOLL FREE NO:155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

You can also register Your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:  
Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Survey No. 115/1, Financial District,  
Nanakramguda, Gachibowli, Hyderabad – 500 032

#### 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 Life Insured can approach Ombudsman, if compliant 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) The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details on the complaint and the contact information of the complainant

(b) As per provision 13(3) of the Redressal of Public Grievance 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

Please visit the website mentioned below for latest list of Insurance Ombudsman:

- [www.bharti-axalife.com](http://www.bharti-axalife.com)
- <http://www.gbic.co.in/ombudsman.html>

For informative purpose and for your ready reference, the relevant clauses of the Insurance Act, 1938 as amended from time to time are reproduced below:

#### Section 41 of the Insurance Act, 1938 as amended from time to time:

(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."

**Policy Document - Bharti AXA Life Smart Jeevan  
Individual - Non Linked - Non Par Product**

**Section 45 of Insurance Act, 1938, as amended from time to time :**

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 provision of Section 45 is enclosed in appendix - III for reference]

**List of Ombudsman**

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

**Address & Contact Details of Ombudsmen Centres**

**Office of The Governing Body of Insurance Council  
(Monitoring Body for Offices of Insurance Ombudsman)**

**3rd Floor, Jeevan Seva Annexe, Santacruz(West), Mumbai – 400054.**

**Tel no: 26106671/6889. Email id: inscoun@gbic.co.in website: www.gbic.co.in**

**If you have a grievance, approach the grievance cell of Insurance Company first.  
If complaint is not resolved/ not satisfied/not responded for 30 days then You can approach The  
Office of the Insurance Ombudsman (Bimalokpal)**

**Please visit our website for details to lodge complaint with Ombudsman.**

<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001	Tel.:- 079 - 25501201/02/05/06 Fax : 079 - 27546142 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, BENGALURU - 560 078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL - 462 003.	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR - 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email:bimalokpal.bhubaneswar@ecoi.co.in	Orissa
<b>CHANDIGARH</b> 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@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>CHENNAI</b> 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@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi

**Policy Document - Bharti AXA Life Smart Jeevan  
Individual - Non Linked - Non Par Product**

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

**Policy Document - Bharti AXA Life Smart Jeevan  
Individual - Non Linked - Non Par Product**

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

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

IRDA of India clarifies to public that

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

## Policy Document - Bharti AXA Life Smart Jeevan Individual - Non Linked - Non Par Product

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

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

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorized agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the Policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the PolicySuch conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the Policy
  - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment), 2014 shall not be affected by this section.

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



## Policy Document - Bharti AXA Life Smart Jeevan Individual - Non Linked - Non Par Product

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

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

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

13. Where the Policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment), 2014 (i.e 26.12.2014).
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) 2014, a nomination is made in favor of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

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

**Policy Document - Bharti AXA Life Smart Jeevan  
Individual - Non Linked - Non Par Product**

**Appendix III: Section 45 – Policy shall not be called in question on the ground of mis-statement after three years**

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time.

01. No Policy of Life Insurance shall be called in question on **any ground whatsoever** after expiry of 3 yrs from
- a. the date of issuance of Policy or
  - b. the date of commencement of risk or
  - c. the date of revival of Policy or
  - d. the date of rider to the 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), 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Insurance Law (Amendment), 2014.]*