

**Policy Document – Bharti AXA Life Group Credit Protection Pro
A Group, Non Linked Non Participating, Pure Risk Premium Credit Life Insurance Plan**

Part B

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

The following words or phrases have the meanings given to them below wherever they appear in the Master Policy Document:

- a) **Accident** means a sudden, unforeseen and involuntary event, caused by external, visible and violent means which occurs during the lifetime of the insured but excludes illness and diseases.
- b) **Accidental death** means the death of the life assured which results directly, solely and independently of any other causes from bodily injury and occurs within 180 days of the date of accident.
- c) **Accidental death benefit** means Benefit payable on death due to accident.
- d) **Age** is the Age at last birthday in completed years as at last birthday.
- e) **Appointee** means the person registered with us in the Nominee Details specified in the Policy Schedule who is authorized to receive and hold in trust the benefits under this Policy on behalf of the Nominee(s), if the Nominee(s) is/are less than Age 18 on the date of payment.
- f) **Assignee** means the one to whom the policy has been assigned, i.e. the person to whom the policy rights have been transferred as defined under the provisions of Section 38 of the Insurance Act, 1938
- g) **Assignment** means as defined under Section 38 of the Insurance Act, 1938 (refer Appendix I of the policy document)
- h) **Bodily Injury** means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.
- i) **Certificate of Insurance** or **COI** means the certificate we issue to an Insured Member to confirm his coverage under the Master Policy.
- j) **Claimant** means the Master Policyholder or the Insured Member or the Beneficiary who is entitled to receive a claim for the Insured event under the Master Policy; and where the Insured Member is not alive and there is no Beneficiary(s), then the Insured Member's legal heir or legal representative or the holder of a succession certificate.
- k) **Coverage Level Option** means Reducing Cover or Level Cover available under this Master Policy. The Coverage Level Option in force in respect of the Insured Member will be specified in the Policy Schedule/COI.
- l) **Critical Illness** means the list of covered illness as specified in Part 2. Definitions to this Master Policy Document.
- m) **Date of Commencement of Risk** is the date from which the life insurance coverage under this Master Policy commences, for all lives including minors, and is as specified in the COI.
- n) **Date of Inception of Policy** is the date on which the Master Policy is first issued and is as specified in the Policy Schedule.
- o) **Death Benefit** means the benefit, which is payable in event of death of the Insured Member as specified in Part C of the Master Policy Document.
- p) **Death Benefit Payout Option** is the manner in which the Nominee receives the Death Benefit payable under the Master Policy and as specified in the COI.
- q) **Effective Date of Coverage** means the date last entered in the Register of Members upon which the Insured Member's insurance cover under this Master Policy and Riders, if any, commenced.
- r) **Free Look Period** means the period (as specified under Part D Section 1) from the receipt of the Master Policy during which Master Policyholder/Insured Member can review the terms and conditions of this Master Policy and if any of the provisions stated in the Master Policy is not agreeable, he/ she has the option to return this Master Policy.
- s) **Initial Sum Assured** means the absolute amount opted and as specified in the Policy Schedule/Certificate of Insurance and the Coverage Level Option in force under the Master Policy.
- t) **Injury** means accidental physical bodily harm excluding any Illness or disease, solely and directly caused

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by an external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

- u) **Insured Member** means a person who meets the eligibility criteria specified by the Company and, whose name has been recorded in the Register of Members and to whom the Company has issued a COI.
- v) **IRDAI** means Insurance Regulatory and Development Authority of India.
- w) **Joint Borrower Option** means the risk cover available under the Master Policy on Joint Life Basis or Multiple Life Basis. The Joint Borrower Option in force in respect of the Insured Member will be specified in the Policy Schedule/COI.
- x) **Loss of an arm or a leg** shall mean physical severance of the arm at or above the wrist or physical severance of the leg at or above the ankle which:
 - is caused by bodily injury resulting from an Accident, and
 - occurs due to the said bodily injury solely, directly and independently of any other causes, and
 - occurs within 180 days of the occurrence of such Accident.
- y) **Loss of both eyes** shall mean total and irrevocable loss of sight of an eye which:
 - is caused by bodily injury resulting from an Accident, and
 - occurs due to the said bodily injury solely, directly and independently of any other causes, and occurs within 180 days of the occurrence of such Accident.
- z) **Master Policy Document** means the arrangements established by this Master Policy and Riders, if any, and includes, the Proposal Form, the Policy Schedule and any additional statements or documents provided to the Company by the Policyholder in respect of the Proposal Form and any endorsements issued by the Company.
- aa) **Master Policy** means the contract of insurance entered into between the Policyholder and the Company as evidenced by this Master Policy Document.
- bb) **Maturity Date** is the date on which the Coverage Term concludes and is specified as such in the Policy Schedule.
- cc) **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or any other such body or Council of the Indian Medicine or for Homoeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction and is acting within the scope and jurisdiction of his license; but excluding a Physician who is the Life Insured himself or an agent of the Insured, an insurance agent, business partner(s) or employer/ employee of the Insured or a member of the Insured's immediate family Insured's immediate family will mean his Spouse, Father (including step father) or Mother (including step mother), Son (including step son), Son's wife, Daughter, Daughter's husband, Brother (including step brother) and Sister (including step sister).
- dd) **Nominee** is the person nominated under the Master Policy to receive the benefits under the Master Policy in the event of death of the Insured Member before Maturity Date as per the provisions of Section 39 of Insurance Act, 1938 as amended from time to time.
- ee) **Nominations** means as defined under Section 39 of the Insurance Act, 1938 (refer Appendix II of the policy document)
- ff) **Other Entities** – Financial institutions other than those mentioned under Regulated Entity, as defined below.
- gg) **Policy** means Bharti AXA Life Group Credit Protection Pro Plan along with the unique Master Policy number issued to You as mentioned in the "Policy Schedule".
- hh) **Policy Document** means and includes the proposal form for insurance submitted by the Master Policyholder, the benefit illustration signed by the Master 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.
- ii) **Policy Schedule** means the schedule (including any endorsements) the Company has issued in connection with this Master Policy, and, if more than one, then the latest in time.
- jj) **Coverage Term** is the number of Policy Years for which the Master Policy is in-force, commencing from the Effective Date of Coverage and ending on the Maturity Date as mentioned in the Policy Schedule.
- kk) **Policy Year** is measured from the Date of Inception of the Policy and is a period of twelve consecutive calendar months and includes every subsequent Policy Anniversary.

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- ll) **Premium** is the amount payable by the Master Policyholder on the due dates in a policy year, including modal factors, if any to keep the Master Policy in force and effect.
- mm) **Register of Members** means a register maintained by the Policyholder containing details of each Insured Member and updated from time to time, which is deemed to be incorporated in and forms part of this Master Policy.
- nn) **Regulated Entity** means i) Reserve Bank of India (RBI) regulated Scheduled Banks (including Co-operative Banks) ii) NBFC's having certificate of registration from RBI iii) National Housing Bank (NHB) regulated Housing Finance Companies iv) National Minority Development Finance Corporation (NMDFC) and its State Channelizing Agencies v) Small Finance Banks regulated by RBI vi) Mutually aided Corporate Societies formed and registered under the applicable State Acts concerning such societies; vii) Microfinance companies registered under section 8 of the Companies Act, 2013; any other entity which IRDAI may notify from time to time.
- oo) **Rider** is an optional insurance cover which is purchased along with the Master Policy. It provides additional benefits to the Insured Member. It is not a standalone document and should be read along with Master Policy.
- pp) **Rider Premium** is the premium payable for the Rider/(s) chosen by the Master Policyholder/ Insured Member towards insurance cover under a Rider as specified in the Policy Schedule or COI.
- qq) **Single Premium** shall be the Premium amount payable in a year chosen by the Policyholder, excluding the taxes, Rider Premiums, underwriting extra Premiums and loadings for modal premiums, if any.
- rr) **Sum Assured** is the absolute amount payable as specified in the Policy Schedule/Certificate of Insurance per the Coverage Level Option in force under the Master Policy.
- ss) **Surrender** means complete withdrawal of the Master Policy/COI by the Master Policyholder/Insured Member respectively, thereby resulting in termination of the Master Policy/COI.
- tt) **Surrender Value** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Master Policy.
- uu) **Survival Benefit** means the amount equal to the Total Premiums Paid and received in respect of the Insured Member payable on survival of the Insured Member on the Maturity Date in accordance with Part C of this Master Policy Document.
- vv) **Survival Period** means the period of 30 days from the date of first diagnosis of a critical illness that the Insured Member has to survive to be eligible for a benefit payment under the Critical Illness Benefit.
- ww) **Terminal Illness** means an advanced or rapidly progressing incurable and un-correctable medical condition, which in the opinion of the treating physician is highly likely to lead to death within the next six months. An independent practicing medical consultant specializing in the relevant field of medicine also needs to opine that the life expectancy of the Insured Member is less than six months. The waiting period for Terminal Illness Benefit is 180 days.
- xx) **Total and Permanent Disability** refers to a disability, which:
- is caused by Bodily Injury resulting from an Accident, and
 - occurs due to the said Bodily Injury solely, directly and independently of any other causes, and
 - occurs within 180 days of the occurrence of such Accident and
 - completely, continuously and permanently prevents the Life Assured from engaging in any work, occupation or profession to earn or obtain any wages, compensation or profit, such condition to persist for at least 6 months from the date of disability, and
 - the loss of both arms, or of both legs, or of one arm and one leg, or of both eyes, shall be considered total and permanent disability, without prejudice to other causes of total and permanent disability.
- yy) **Total Premiums Paid** means total of all the Premiums received, excluding any extra premium, any Rider Premium and taxes.
- zz) **We/Us/Our/Company** means the Bharti AXA Life Insurance Company Limited.
- aaa) **You/Your/Master Policyholder** means the person named in the Policy Schedule who has concluded this Master Policy with Us.

2. Definitions under Critical illness Benefit:

I. Cancer of Specified Severity

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A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- All tumors in the presence of HIV infection

II. Myocardial Infarction (First Heart Attack of Specified Severity)

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

- A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (for e.g. typical chest pain)
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure
- Other acute Coronary Syndromes
- Any type of angina pectoris.

III. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

- Angioplasty and/or any other intra-arterial procedures

IV. Stroke Resulting In Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, hemorrhage and embolization from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain.

Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

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

V. Kidney Failure Requiring Regular Dialysis

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

VI. Coma Of Specified Severity

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

- no response to external stimuli continuously for at least 96 hours;
- life support measures are necessary to sustain life; and
- permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

VII. Open Heart Replacement or Repair of Heart Valves

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

VIII. Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

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

IX. Permanent Paralysis Of Limbs

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

X. Motor Neuron Disease With Permanent Symptoms

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons.

There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

XI. Benign Brain Tumour

Benign Brain Tumour is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumor.

The following are excluded:

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- Cysts
- Granulomas
- Malformations in the arteries or veins of the brain
- Hematomas
- Abscesses
- Pituitary tumors
- Tumors of skull bones and tumors of the spinal cord.

XII. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. The Blindness is evidenced by:

- corrected visual acuity being 3/60 or less in both eyes or ;
- the field of vision being less than 10 degrees in both eyes

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

XIII. Major Surgery to Aorta

The undergoing of surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta. Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers–Danlos syndrome)
- Surgery following traumatic injury to the aorta.

XIV. Parkinson's Disease

A definite diagnosis of primary idiopathic Parkinson's disease, which is evidenced by at least two out of the following clinical manifestations:

- Muscle rigidity
- Tremor
- Bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses)

Idiopathic Parkinson's disease must result [before age 65] in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months despite adequate drug treatment.

Activities of Daily Living are:

- Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms – the ability to get from room to room on a level floor.
- Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist.

The implantation of a neurostimulator to control symptoms by deep brain stimulation is, independent of the Activities of Daily Living, covered under this definition. The implantation must be determined to be medically necessary by a Consultant Neurologist or Neurosurgeon.

For the above definition, the following are not covered:

- Secondary parkinsonism (including drug- or toxin-induced parkinsonism)
- Essential tremor
- Parkinsonism related to other neurodegenerative disorders.

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**PART C
Benefits payable**

The benefits payable under the Master Policy will be in accordance with the Plan Option, Coverage Level Option and the Joint Borrower Option opted at inception of the Master Policy and specified to be in force under the Policy Schedule/Certificate of Insurance.

1. Benefits

A. Death Benefit

Upon death of the Insured Member during the Coverage Term provided the Master Policy is in-force and all due Premiums till the date of death have been received in full, we will pay the Sum Assured to the Claimant depending upon the Death Benefit Payout Option opted and in force under the Master Policy.

The Sum Assured payable under this benefit where Level Cover Option is in force shall be equal to the Initial Sum Assured as specified in the COI. Where Reducing Cover Option is in force, the Sum Assured payable under this benefit shall be the Sum Assured as per the loan schedule specified in the COI as on date of death of the Insured Member.

The death benefit will be payable in accordance with the following table:

Option in force under the Master Policy	Treatment of the Master Policy
Single/Joint Life Basis	Upon death of the Insured Member during the Coverage Term, the Sum Assured will be payable to the Claimant, and the coverage under the COI will immediately and automatically terminate.
Multiple Life Basis	<p>i. Upon the death of the Insured Member during the Coverage Term, provided that the remaining joint Insured Member(s) is/are alive, the Sum Assured will be payable to the Claimant, and the coverage under the Master Policy in respect of that Insured Member will immediately and automatically terminate.</p> <p>ii. The risk cover under the Master Policy for the surviving Insured Member(s) to the extent of their share of the cover amount will continue for the remaining Coverage Term or until the death of the Insured Member(s) or Maturity Date, whichever is earlier.</p> <p>iii. In the event of simultaneous death of all lives insured under the COI, provided the Master Policy is in-force and Premium till the date of death have been received in full, the Sum Assured will be payable to the Claimant.</p>

The death benefit shall be payable subject to the exclusions as mentioned in the Master Policy Document.

The benefit payable on occurrence of the insured event as specified in the loan schedule in the COI in accordance with the Benefit Option chosen will be paid as a lumpsum.

In addition to the base death benefit mentioned above and basis the benefit option in force for the Insured Member(mentioned below), the following benefits shall be payable to the Insured Member/Nominee, as applicable, in accordance with the respective terms and conditions:

Benefit Option	Death Benefit	Other Benefits
Basic Death Benefit	Sum Assured	None
Basic Death Benefit + Accelerated Critical Illness(CI) *	Sum Assured	100% Acceleration of the death benefit on diagnosis of listed Critical Illness (with the CI benefit term equal to main benefit term or 5 years whichever is lower)
Basic Death Benefit + Accelerated Terminal Illness	Sum Assured	100% Acceleration of Death Benefit upon diagnosis with Terminal Illness

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Basic Death Benefit + Accelerated Accidental Total and Permanent Disability (ATPD) ***	Sum Assured	100% Acceleration of Death Benefit upon occurrence of Total and Permanent Disability
Basic Death Benefit + Accidental Death Benefit (ADB)****	Sum Assured	Sum Assured upon Accidental Death
Basic Death Benefit + ADB + CI	Sum Assured	Sum Assured upon Accidental Death + 100% Acceleration of the death benefit on diagnosis of listed Critical Illness (with the CI benefit term equal to main benefit term or 5 years whichever is lower) whichever is earlier.
Basic Death Benefit + ADB + TI	Sum Assured	Sum Assured upon Accidental Death + 100% Acceleration of Death Benefit upon diagnosis with Terminal Illness whichever is earlier.
Basic Death Benefit + ADB + ATPD	Sum Assured	Sum Assured upon Accidental Death + 100% Acceleration of Death Benefit upon occurrence of Total and Permanent Disability whichever is earlier
Basic Death Benefit + ADB + CI + TI	Sum Assured	Sum Assured upon Accidental Death + 100% Acceleration of the death benefit on diagnosis of listed Critical Illness (with the CI benefit term equal to main benefit term or 5 years whichever is lower) or diagnosis of Terminal illness whichever is earlier.
Basic Death Benefit + ADB + ATPD + TI	Sum Assured	Sum Assured upon Accidental Death + 100% Acceleration of Death Benefit upon occurrence of Total and Permanent Disability or diagnosis with Terminal Illness whichever is earlier.
Basic Death Benefit + ADB + CI + ATPD + TI	Sum Assured	Sum Assured upon Accidental Death + 100% Acceleration of the death benefit on diagnosis of listed Critical Illness (with the CI benefit term equal to main benefit term or 5 years whichever is lower) or occurrence of ATPD or diagnosis of Terminal illness whichever is earlier.

***Accelerated Critical Illness Benefit**

Upon the Insured Member being diagnosed with a covered Critical Illness at first instance during the first 5 Policy Years and subject to the Survival Period, provided the Master Policy is in-force and all due Premiums till the date of diagnosis have been received in full, We will pay the Sum Assured in accordance with the Death Benefit Payout Option opted and in force under the Master Policy. This benefit results in 100% acceleration of the Sum Assured on death.

The Sum Assured payable under this benefit where Level Cover Option is in force shall be equal to the Initial Sum Assured as specified in the COI.

Where Reducing Cover Option is in force, the Sum Assured payable under this benefit shall the Sum Assured as on date of death of the Insured Member or diagnosis of a covered Critical Illness, whichever is earlier.

The Critical Illness coverage is provided for a period of 5 years or Coverage Term, whichever is lower. In other words, the maximum term of the Critical Illness coverage is 5 years, irrespective of the Coverage Term. If the coverage term opted is higher than 5 years, the CI coverage is applicable for the first five years only. The Basic Death coverage shall continue for the rest of the term. The member cannot choose the Basic Death Benefit and ACI benefit separately.

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Post the expiry of Critical Illness coverage, i.e. 5 Policy Years, the basic death benefit coverage shall continue under the COI I respect of the Insured Member till the end of the Coverage Term.

****Accelerated Terminal Illness Benefit**

Upon the Insured Member being diagnosed with a Terminal Illness at first instance during the Coverage Term, provided the Master Policy is in-force and all due Premiums till the date of diagnosis have been received in full, we will pay the Sum Assured in accordance with the Death Benefit Payout Option opted and in force under the Master Policy. This benefit results in 100% acceleration of the Sum Assured on death.

The Sum Assured payable under this benefit where Level Cover Option is in force shall be equal to the Initial Sum Assured as specified in the COI.

Where Reducing Cover Option is in force, the Sum Assured payable under this benefit shall the Sum Assured as on date of death of the Insured Member or diagnosis of Terminal Illness, whichever is earlier.

*****Accelerated ATPD Benefit**

Upon the occurrence of ATPD in respect of the Insured Member caused solely and directly due to an Accident occurred during the Coverage Term provided the Master Policy is in-force and all due Premiums till the date of occurrence of ATPD have been received in full, We will pay the Sum Assured in accordance with the Death Benefit Payout Option opted and in force under the Master Policy. This benefit results in 100% acceleration of the Sum Assured on death.

The Sum Assured payable under this benefit where Level Cover Option is in force shall be equal to the Initial Sum Assured as specified in the COI.

Where Reducing Cover Option is in force, the Sum Assured payable under this benefit shall the Sum Assured as on date of death of the Insured Member or occurrence of ATPD, whichever is earlier.

******Accidental Death Benefit**

Upon death of the Insured Member solely and directly due to an Accident occurred during the Coverage Term provided the Master Policy is in-force and all due Premiums till the date of death have been received in full, we will pay the Sum Assured in accordance with the Death Benefit Payout Option opted and in force under the Master Policy.

Where Level Cover Option is in force, an additional amount equal to 50% or 100% of the Initial Sum Assured, as chosen and as specified in the COI shall be payable under this benefit.

Where Reducing Cover Option is in force, an additional amount equal to 50% or 100% of the Sum Assured as on date of death of the Insured Member shall be payable under this benefit.

The foregoing benefits shall be payable subject to the exclusions as mentioned in the Master Policy Document.

2. Maturity Benefit

There is no Maturity Benefit payable.

3. Riders

The Policyholder can opt for Group Accidental Death Benefit (UIN: 130B006V02) rider at the inception of the policy. This rider will not be applicable where Accidental Death Benefit option available under the product has been chosen. The benefits and the terms and conditions of the Rider will be as per the Rider Policy Document.

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PART D

Policy Servicing Related Aspects

1. Free Look Period

If the Master Policyholder disagrees with any of the terms and conditions of the Master Policy, there is an option to return the original Master Policy along with a letter stating reason/s within 30 days of receipt of the Master Policy. The Master Policy will accordingly be cancelled and the Company will refund an amount equal to the Premium and Rider Premium, if any, 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 under this Master Policy shall stand extinguished immediately on cancellation of the Master Policy under the free look option. All rights under this Master Policy shall stand extinguished immediately on cancellation of the Master Policy under the free look option.

If the Premium is paid entirely by the Insured Member and the Insured Member disagrees with the terms and conditions of the Master Policy, he/she may cancel his/her coverage under the Master Policy by giving Us a written notice within 30 days of receiving confirmation of coverage stating the reasons for objection and We shall refund the Premium received in respect of such Insured Member after deducting proportionate risk premium for the period of cover, stamp duty charges and expenses towards medical examination, if any, for that Insured Member.

Please note that under Joint Life Basis or Multiple Life Basis, the free-look cancellation request would be applicable for all the joint or multiple borrowers.

2. Surrender

Surrender of the COI (by Insured Members):

The Insured Member(s) can surrender their coverage under the COI at any time during the Coverage Term. On Surrender by the Insured Member(s) after completion of the first 2 Policy Years, the Surrender Value as calculated below shall be payable:

$$\text{Surrender Value} = \text{Surrender Value Factor (SVF)} \times P \times U/T \times OS/IS$$

where:

SVF = The surrender value factor (SVF) varies according to the Policy Year and is as shown in the table below:

Policy Year	Surrender Value Factor
1 – 3	45%
4+	70%

P = Single premium paid in respect of the Insured Member, exclusive of underwriting extra (if any) and any taxes,

U = Unexpired Coverage Term (in months)

T = Coverage Term for the Insured Member (in months)

OS = Sum Assured benefit at the time of Surrender

IS = Initial Sum Assured

On Surrender, all rights and benefits under the Master Policy shall immediately and automatically stand extinguished.

For coverages with Coverage Term of less than 2 years, no Surrender Value is payable.

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3. Additional Options available

a) Coverage Level Option

At inception of the Master Policy, the Master Policyholder has to choose the Coverage Level Option from one of the two options below:

- Reducing Cover: Under this option, the Initial Sum Assured will reduce on a monthly basis over the Coverage Term and will be specified in the COI issued to the Insured Member.
- Level Cover: Under this option, the Initial Sum Assured will remain constant throughout the Coverage Term.

Once the Coverage Level Option is opted and in force under the Master Policy, it cannot be changed subsequently during the Coverage Term.

b) Additional Sum Assured Option/Top up

At any time during the Coverage Term, on payment of additional Premium, the Insured Member has the option to increase the Sum Assured under this Master Policy to the extent of the increase in loan amount, subject to the maximum Sum Assured per the Company's Board approved underwriting policy.

The premium rate applicable for the additional Sum Assured shall be based on the Age attained and outstanding Coverage Term at the time of the exercising of the option. This shall be subject to the minimum premium payment term and Coverage Term available under the product at the time of exercising this option.

c) Option to take Higher Coverage Amount

At inception, the Insured Member has an option to take coverage of 1.25 times the loan amount / outstanding loan amount in case of new / existing loans respectively.

d) Option to continue cover

In case of foreclosure of the loan with the Master Policyholder by the Insured Member; the risk coverage in respect of the Insured Member shall continue till the end of Coverage Term or death whichever is earlier, as per the original terms of the Master Policy Document.

e) Option for Joint Borrowers

Under this Policy Document, in case of Joint Life cover a max of 4 Joint borrowers can also be covered. Joint Borrowers must opt for the same Coverage Term, Coverage Level, Moratorium Period and Benefit Option. For the purpose of taking insurance coverage under this Plan, the joint borrowers shall have an insurable interest in the loan as per the Board Approved Underwriting Policy of the Company. Further below two types of joint borrowers shall have an option to take insurance under this plan.

Joint Life basis: Each of the joint borrowers will be insured for 100% of the Sum Assured. The Sum Assured payable on the Contingent event, as per the Benefit Option chosen, would be as per the defined schedule specified in the COI. The coverage terminates for the surviving joint borrowers on payment of the benefit for the deceased / diagnosed Member, as applicable.

Multiple Life Cover basis: This option is applicable where two or more Members have availed loan facility together from the Master Policyholder. The joint borrowers will be considered as separate lives in this case and will be covered to the extent of respective share of loan amount. On the occurrence of contingent event, the benefit will be payable as per COI and the coverage will terminate for the deceased/diagnosed member (as applicable). The coverage for the surviving joint borrower(s) shall continue till occurrence of contingent event on their live(s) or end of Coverage Term, whichever is earlier.

4. Exclusions

A. Suicide Exclusion:

In case of death of the Insured Member (either of the Insured Member in case of Joint Life Cover) due to suicide within 12 months from the Effective Date of Coverage or from the date of revival of coverage under the Master Policy, the Nominee will be entitled to receive at least 80% of the single premium paid till the date of the death or the Surrender Value available as on the date of death, whichever is higher.

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In case of Joint Life cover, this clause is applicable on either of the Insured Members committing suicide. Post payment of the applicable amount, all the Insured Members' cover will automatically terminate and all rights, benefits and interests of all Insured Members under the COI will stand extinguished.

In case of Multiple Life cover basis, in case of any of the lives covered committing suicide, the applicable Sum Assured amount will be paid out. The coverage for the surviving borrower(s) shall continue till occurrence of contingent event on their live(s) or end of Coverage Term, whichever is earlier.

B. Exclusions applicable to CI:

Notwithstanding anything to the contrary stated herein and in addition to the foregoing exclusions, no Critical Illness Benefit will be payable if the Critical Illness Condition occurs from, or is caused by, either directly or indirectly, voluntarily or involuntarily, due to one of the following:

1. Congenital Condition: Any external congenital condition or related illness is not covered under the policy. In case any Internal congenital condition or related illness is known and was/is being treated, is disclosed at proposal stage and accepted, claims will be processed as per policy terms and conditions.
2. Drug Abuse: Member is under the influence of Alcohol or solvent abuse or use of drugs except under the direction of a registered medical practitioner.
3. Pre-existing disease: Any condition, ailment, injury or disease :
 - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
 - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
4. Self-inflicted Injury: Intentional self- Inflicted injury.
5. Suicide: If the Critical illness/ death was contracted due to attempted suicide or intentional self-inflicted injury by the Member,
6. Criminal acts: Member involvement in criminal activities with criminal intent.
7. War and Civil Commotion: For any medical condition or any medical procedure arising either as a result of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, terrorism, military or usurped power, riot or civil commotion.
8. Nuclear Contamination: The radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
9. Aviation: Member's participation in any flying activity, other than as a passenger in a commercially licensed aircraft.
10. Hazardous sports and pastimes: Taking part or practicing for any hazardous hobby, pursuit or any race not previously declared and accepted by the Company.
11. Any disease occurring within 90 days of the start of coverage (i.e. during the waiting period)
12. Failure to seek medical advice or treatment by a medical practitioner leading to occurrence of the insured event

C. Exclusions applicable to Accidental Death Benefit (ADB) and Accelerated Accidental Total and Permanent Disability (ATPD):

Accidental Death Benefit (ADB) and Accelerated Accidental Total and Permanent Disability (ATPD) benefit shall not be paid on any of the events mentioned above, occurring directly or indirectly as a result of (any of the following):

1. Intentional self-inflicted injury, attempted suicide, while sane or insane;
2. Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner;

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3. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes;
4. Taking part in any naval, military or air force operation during peace time or during service in any police, paramilitary or any similar organisation.
5. Participation by the insured person in any flying activity, except as a bona fide fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
6. Participation by the insured person in a criminal or unlawful act with criminal intent;
7. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping;
8. Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

4. Commencement of Coverage

Coverage in respect of all eligible Individuals to be insured will commence with effect from the Effective Date of Coverage subject to completion of all the following conditions and continuation of such conditions during the Coverage Term:

1. The cheque has been issued /electronic fund transfer has been made into the loan account of the proposed Insured Member, for the loan amount by the Master Policyholder.
2. The Company has received all the particulars of the proposed Insured Members as per the prescribed format provided by the Company;
3. The Company has received the Premium in respect of the proposed Insured Members;
4. The Company has accepted in writing, the risk for the proposed Insured Members.

5. New Members Addition

Any eligible member that becomes a member of Your group after the Effective Date of Coverage or the Renewal Date can be covered under this Master Policy provided , You provide Us with due intimation and all information and details about such eligible members in the form and manner specified by Us. Coverage of these additional members shall only commence in accordance with the provisions of Part C. We shall require evidence of insurability for providing the group life cover to the Insured Members in accordance with Our Board approved underwriting policy.

6. Closure of Policy to new members:

The Master Policyholder may terminate the Master Policy by providing written notice to the Company stating its intent to terminate the Policy.

In such cases, the Master Policy will close to new members on the later of:

- a. The date specified in the notice; or
- b. 30 days from the date on which the Company receives the notice.

Existing lives insured, which have borne the premium, can either opt to surrender or continue their cover under the Master Policy. The default option in absence of any intimation will be to continue the cover. In case the Insured Member opts to continue the cover, the coverage shall continue as per their respective terms under the Master Policy Document and the Company shall continue to fulfil its obligations until the end of their Coverage Term.

The Company may close this Policy to new members:

On any date after giving 30 days' written notice to the Master Policyholder.

7. Policy alterations / Modifications

The Company reserves the right to vary from time to time the premium rates, terms and conditions of the Policy Document and the Schedules, subject to the approval of the IRDAI and upon giving to the Master Policyholder 90 days' prior notice in writing, of its intention to do so and any such variation will apply, only to coverages hereunder becoming effective on or after the date of expiry of such notice. Any such alteration or amendment in the terms and conditions of the Master Policy Document shall be given effect to by appropriate endorsements to the Master Policy Document signed by an authorized officer of the Company.

If any of the parties to the Master Policy did not request the variation, the party not requesting the amendment shall be entitled to object to it within a period of 90 days of the receipt of notice of change. If the party not requesting the amendment does not object during this period, the change will be considered effective on the date immediately subsequent to the completion of the notice period of 90 days.

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Notwithstanding anything contained in the Master Policy, the provisions herein shall stand changed, altered, amended, modified, discontinued or superseded to such extent and in such manner as may be required with a short notice to comply with any change in the applicable law (including any regulations made or directions / instructions or guidelines issued by the IRDAI) or as may be necessary under a judgment or order of a court of law.

8. Termination

The Master Policy will immediately and automatically terminate on cancellation of the Master Policy under the Free Look option.

The risk cover under the Certificate of Insurance in respect of an Insured Member, shall terminate on occurrence of earliest of the following:

- a) Date of payment of the claim on the insured benefit under the Master Policy;
- b) Date of expiry of Coverage Term
- c) On Free Look Cancellation;
- d) On Surrender per Part D of this Master Policy Document.

9. Loan

Loan is not available under this Policy.

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PART E

Part E is not applicable to this Policy.

PART F

General Terms and Conditions

1. Fraud And Misstatement

Fraud, Misstatement would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in appendix – III for reference]***

2. Claims

- I. On the death of the Life Insured, the Beneficiary will give written notice and proof of death to the Master Policyholder in respect of the Life Insured.

The Beneficiary shall provide the following primary documents along with the written notice for processing the claim:

- Certificate of Insurance
- Copy of Death Certificate
- Copies of medical reports, if any
- Death Claim Form (to be jointly signed by Nominee and Master Policyholder and submitted by the Master Policyholder);
- Any other documentation that the Company may consider as material and relevant to the claim

The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of the claim.

- II. Claims under the ATPD benefit will be payable only if disability occurs while the cover is in force. A written intimation of the Accident should be given within 30 days of Accident.
- III. The accident shall result in bodily injury or injuries to the Member independently of any other means. Such injury or injuries shall, within 180 days of the occurrence of the Accident, directly and independently of any other means cause the death of the Insured Member. In the event of the death of the Member after 180 days of the occurrence of the accident, the Company shall not be liable to pay this benefit.
- IV. The Company shall not be liable to pay this benefit in case the death of the Member occurs after the date of termination of the member cover.
- V. Under Accelerated Critical Illness benefit, a waiting period of 90 days from policy inception is applicable for benefit, for claims arising out of defined critical illnesses. The waiting period is defined as the period starting from policy inception, during which no benefits are payable under the respective benefit.
- VI. A survival period of 30 days is applicable for this benefit, for claims arising out of defined critical illnesses.

VII. Claim payment process for Regulated Entities –

- The Master Policyholder may submit to the Company, the specific authorizations received from its Insured Members authorizing the Company to make the payment of the claim proceeds to the extent of outstanding loan amount to the Master Policyholder and the balance, if any, to the Nominee/(s)/beneficiary(ies). The Master Policyholder shall submit a Credit Account Statement in respect of the Insured Members to whom or to whose nominee/beneficiary the claim is payable.
- Claim cheque for the death benefit, to the extent available to settle the outstanding loan, would be drawn in favour of "Name of the deceased Insured Member; Master Policyholder Loan Ref No". This amount will be applied towards settling the outstanding loan of the deceased Insured Member. Cheque in respect of excess amount (excess of death benefit over the outstanding loan), if any, will be issued in favour of the 'Beneficiary'.
- In case the Master Policy is issued under the lender-borrower category to a Regulated Entity, the Master Policyholder shall obtain an authorization from the individual Insured Members to make the claim payment up to the extent of the outstanding loan balance amount to the Master Policyholder by deducting from the claim proceeds payable on the happening of the insured event. The Insured Member shall issue a specific authorization in Our favour to the effect that in the unfortunate event of Insured Member's death during the Coverage Term, the Death Benefit, if any payable under the Master Policy shall first be utilized for payment to Master Policyholder up to the outstanding loan amount as specified in Master Policyholder's

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credit account statement and the balance amount, if any, payable under the Master Policy will be payable to Insured Member's Nominee. In the event that the entire claim proceeds are adjusted towards the outstanding loan balance, we shall communicate the same either to the Insured Member or to the Nominee / Beneficiary, as the case may be, with complete details of the total amount of claim settled and the amount remitted to the Master Policyholder towards the outstanding loan balance amount.

VIII. Claim payment process for other than Regulated Entities -

The Death Benefit shall be payable by the Company to the nominee/beneficiary of the Life Insured.

- IX. We will audit or cause an audit into the accuracy of "Credit Account Statement" of the Insured Members in respect of which claims were settled on the completion of every financial year. We will also audit or cause an audit into the accuracy of "Credit Account Statement" of deceased group insured Members furnished by the Master Policyholder. We may also delegate the responsibility of the audit and require the Master Policyholder to audit or to cause an audit into the accuracy of the "Credit Account Statements" of the Insured Members in respect of which claims were settled on the completion of every financial year and shall obtain a certification from their respective internal / statutory auditors that the outstanding loan balance amount being shown in the 'Credit Account Statement'/ 'Claim Discharge Form' is correct and reflecting the balance as per the conditions governing the Credit Account / Loan Account.

3. Assignment and Nomination

Assignment: Assignment is allowed under this plan as per section 38 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 38 are contained in Annexure-1 of this Policy Document. The notice of assignment should be submitted for registration to the office of the Company, where the policy is serviced.

Nomination: Nomination by the holder of a policy of life assurance on his/her own life is allowed as per Section 39 of the Insurance Act, 1938, as amended from time to time. The current provisions of Section 39 are contained in Annexure-2 of this Policy Document. The notice of nomination or change of nomination should be submitted for registration to the office of the Company, where the policy is serviced. In registering nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

4. Issuance of Duplicate Policy:

The Master Policyholder can request for a duplicate copy of the Master Policy at Bharti AXA Life offices. While making an application for duplicate Master Policy, the Master Policyholder is required to submit a notarized original indemnity bond. No additional charges may be applicable for issuance of the duplicate Master Policy.

5. Taxation

The tax benefits, if any, on the Master Policy may be available 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 Master Policy. The Company reserves the right to recover statutory levies including applicable taxes by way of adjustment of the Premiums paid by the Master Policyholder/Insured Member.

6. Entire Contract

This Master Policy constitutes the entire contract of insurance between You and the Company. We may amend the Master Policy if We consider this to be either necessary or desirable (to be evidenced by and effective from the date of an endorsement on the Policy Schedule) but agree not to do so without first having obtained the consent of the IRDAI.

7. Notices

Any notice to be given to the Master Policyholder/Insured Member under the Master Policy will be issued by post or electronic mail or telephone facsimile transmission to the latest address/es/fax number/email of the Master Policyholder/Insured Member available in the records of the Company.

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

8. Currency and Place of Payment

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All payments to or by the Company will be in Indian rupees and shall be in accordance with the prevailing Exchange Control regulations and other relevant laws in force in India.

9. Mode of communication

The Company and the Master Policyholder may exchange communications pertaining to the Master 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 Master Policyholder on merits in accordance with such communications. While accepting requests / mandate from the Master 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.

10. Governing Laws & Jurisdiction

The terms and conditions of the Master 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 Master Policy Document and / or relating to the Master Policy.

11. Term used and its meaning

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

12. Data and information

1. The Master Policyholder shall furnish to the Company all such data, information and evidence as the Company may reasonably require in writing with regard to any matter relating to or affecting the risk coverages effected or to be effected under the Master Policy and the Company shall not be liable for any action taken in good faith upon any data, information or evidence so furnished, which shall be or shall prove to have been erroneous or inaccurate.
2. The Master Policyholder shall maintain the data, information, and evidence pertaining to the list of Insured Members to calculate the Premiums and shall ensure that the terms of the Master Policy are fulfilled along with the data, information and evidence on the list of Beneficiaries. Such data and information (in original or photostat copies thereof) available with the Master Policyholder as have a bearing on the coverages hereunder shall be open for inspection by the Company on prior written notice and during normal working hours of the Master Policyholder. The Master Policyholder shall furnish the list of Insured Members along with the List of Beneficiaries (including any change thereof) to the Company on a daily basis. Intimation by electronic mode shall be construed as a good, valid, sufficient and effective communication of the List of Beneficiaries.
3. The Company may allow the Master Policyholder to issue the Certificate of Insurance in respect of each coverage on behalf of the Company, in accordance with the underwriting norms of the Company in this regard. The Master Policyholder and the Company shall carry out a reconciliation of the list of Certificates of Insurance issued by the Master Policyholder on a daily basis with the list of Insured Members available with the Company.
4. The Company and the Master Policyholder shall maintain in utmost confidence all information in their possession relating to the other party and shall comply with all relevant legislation pertaining to protection of personal information of the Insured Members.
5. The Master Policyholder shall indemnify for any loss, liability, damages that may arise on account of delay in or not providing of information, providing incorrect/false information to the Company at any stage including at the time of claim for the Benefit, non-payment / withholding of payment / short payment to the Beneficiary/(ies), issuance of a Certificate of Insurance to an individual who is not a Insured Members as per the list of Insured Members available with the Company.
6. In the event the Company is required to honor a claim in respect of an individual who has not fulfilled the terms of the Section on Commencement of Coverage, then the Master Policyholder shall indemnify the Company for any and all costs, penalties, expenses, damages, fees (including any lawyer's/advocate's/ attorney's fees) in respect of such a claim.

The parties hereby represent and warrant that till the coverages are in force, neither of them shall violate provisions of any applicable laws, nor do or cause to be done any act which may be detrimental, prejudicial and /or in violation of the terms hereof.

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**PART G
Grievance Redressal**

1. Customer Service

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

- The nearest branch office
- The Advisor through whom the Master Policy was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- WhatsApp us 'Hi' at 02248815768
- Email: service@bharti.axa.com
- Mail to: Customer Service
Bharti AXA Life Insurance Company Ltd.
Spectrum tower, 3rd Floor,
Malad link road, Malad (west),
Mumbai 400064. Maharashtra'

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.axa.com
- Call us at our toll free no. 1800 102 4444
- Email us at complaints.unit@bharti.axa.com
- Write to Us at:

Registered Office: Bharti AXA Life Insurance Company Ltd. Unit No. 1902, 19th Floor, Parinee Crescenzo 'G' Block, Bandra Kurla Complex, BKC Road, Behind MCA Ground, Bandra East, Mumbai -400051, Maharashtra'	Grievance Redressal Cell Bharti AXA Life Insurance Company Ltd. Spectrum tower, 3rd Floor, Malad link road, Malad (west), Mumbai 400064. Maharashtra'
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- 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 provided or if You have not received any response post completion of 14 days, You may write to Head - Customer Service for resolution at the above mentioned address or email at: head.customerservice@bharti.axa.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 IRDAI on the following contact details:

Integrated Grievance Management System(IGMS)
TOLL FREE NO:155255 / 1800 4254 732
Email ID: complaints@irdai.gov.in

You can also register your complaint online at <https://bimabharosa.irdai.gov.in/>
Address for communication for complaints by paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Sy no.115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032

Step 3: If You are not satisfied with the resolution provided by the Company

Where the redressal provided by the Company is not satisfactory despite the escalation above, the customer may represent the case to the Ombudsman for Redressal of the grievance, if it pertains to the following:

- Delay in settlement of claim
- Partial or total rejection of claim
- Dispute with regard to premium

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- Misrepresentation of Coverage Terms and conditions
- Legal construction of the policy in so far as dispute related to claim
- Grievance relating to policy servicing
- Issuance of policy which is not in conformity with proposal form
- Non- issuance of your insurance document and
- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned hereinabove.

The complaint should be made in writing duly signed by the complainant or through his legal heirs, Nominee(s)/legal heirs in case of death of the Nominee(s) or assignee, and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per provision 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made, within a period of one year provided it is not simultaneously under any litigation:

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Company; or
- the complainant had not received any reply within a period of one month after the Company received his representation; or
- the complainant is not satisfied with the reply given to him by the Company.

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:

(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 13 of the Insurance Ombudsman Rules, 2017: Duties and Powers of Insurance Ombudsman

- 1) The Ombudsman shall receive and consider complaints or disputes relating to—
 - a) Delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
 - b) Any partial or total repudiation of claims by the Company;
 - c) Disputes over premium paid or payable in terms of insurance policy;
 - d) Misrepresentation of Coverage Terms and conditions at any time in the policy document or policy contract;
 - e) Legal construction of insurance policies in so far as the dispute relates to claim;
 - f) Policy servicing related grievances against insurers and their agents and intermediaries;
 - g) issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
 - h) Non-issuance of insurance policy after receipt of premium in life insurance; and
 - i) any other matter resulting from the violation of provisions of the Insurance Act, 1938, as amended from time to time, or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
- 2) The Ombudsman shall act as counselor and mediator relating to matters specified in sub-rule (1) provided there is written consent of the parties to the dispute.
- 3) The Ombudsman shall be precluded from handling any matter if he is an interested party or having conflict of interest.
- 4) The Central Government or as the case may be, the IRDAI may, at any time refer any complaint or dispute relating to insurance matters specified in sub-rule (1), to the Insurance Ombudsman and such complaint or dispute shall be entertained by the Insurance Ombudsman and be dealt with as if it is a complaint made under Clause provided herein below.

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Section 14 of the Insurance Ombudsman Rules, 2017: Manner in which complaint to be made

- 1) Any person who has a grievance against the Company, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company complained against or the residential address or place of residence of the complainant is located.
- 2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the Company against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- 3) No complaint to the Insurance Ombudsman shall lie unless—
 - a. the complainant makes a written representation to the Company named in the complaint and—
 - i. either the Company had rejected the complaint; or
 - ii. the complainant had not received any reply within a period of one month after the Company received his representation; or
 - iii. the complainant is not satisfied with the reply given to him by the Company;
 - b. The complaint is made within one year—
 - i. after the order of the Company rejecting the representation is received; or
 - ii. after receipt of decision of the Company which is not to the satisfaction of the complainant;
 - iii. after expiry of a period of one month from the date of sending the written representation to the Company if the Company fails to furnish reply to the complainant.
- 4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Company against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
- 6) The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14.

**List of Ombudsman
(For the updated list You may refer to IRDAI website)**

Address & Contact Details of Ombudsmen Centres

Council for Insurance Ombudsmen (Monitoring Body for Offices of Insurance Ombudsman)
3rd Floor, Jeevan Seva Annexe, S V Road, Santacruz (West), Mumbai – 400054.
Tel no: 022-26106671/6889/980. Email id: inscoun@cioins.co.in website:www.cioins.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.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001	Tel.:- 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU Smt Neerja Shah Office of the Insurance Ombudsman,	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka

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A Group, Non Linked Non Participating, Pure Risk Premium Credit Life Insurance Plan**

Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU – 560 078.		
BHOPAL Smt Guru Saran Shrivastava 1st Floor of LIC Zonal Office Building, Jeevan Shikha, 60-B, Hoshangabad Road, (Opp Gayatri Mandir) Bhopal 462011.	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH Dr. Dinesh Kumar Verma 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@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh Chandigarh.
CHENNAI Shri M Vasantha Krishna 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@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Pondicherry).
DELHI - 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@cioins.co.in	Delhi (4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh
GUWAHATI Shri Kiriti .B .Saha 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@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD. Shri I.Suresh Babu 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@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Puducherry.
JAIPUR Smt Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi II, Ground Floor, Bhawani Singh Marg, JAIPUR – 302005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM Office of the Insurance Ombudsman, 10TH FLOOR, LIC BUILDING 'JEEVAN PRAKASH' M G ROAD, ERNAKULAM KOCHI – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 th Floor, 4, C.R.Avenue, KOLKATA - 700072	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

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<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW-226 001.</p>	<p>Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>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.</p>
<p>MUMBAI Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054.</p>	<p>Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt. Gautam Buddh Nagar U.P – 201301.</p>	<p>Tel.: 0120-2514250 / 2514252 / 2514253 Email : bimalokpal.noida@cioins.co.in</p>	<p>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.</p>
<p>PUNE 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.</p>	<p>Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>
<p>PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA – 800006</p>	<p>Tel.: 0612-2680952 Email id: bimalokpal.patna@cioins.co.in.</p>	<p>Bihar, Jharkhand.</p>

BEWARE OF SPURIOUS PHONE CALLS AND FICTITIOUS/FRAUDULENT OFFERS!

IRDAI is not involved in activities like selling insurance policies, announcing bonus or investment of premiums. Public receiving such phone calls are requested to lodge a police complaint.

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.

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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 Policy

Such 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) Act, 2015, and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification dated March 23, 2015 for complete and accurate details.]

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.

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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) Act, 2015, and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification dated March 23, 2015 for complete and accurate details.]

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

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

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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 Insured Member. 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) Act, 2015, and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification dated March 23, 2015 for complete and accurate details.]