

Bharti AXA Life Group Term Micro Insurance Plan

A Non-Linked Non-Participating Life Insurance Group Term Micro Insurance Plan

Micro Finance Institutions, Self Help Groups, NGOs, co-operatives or any other homogeneous groups constantly cater to the financial needs of the socially or economically weaker sections. However, without adequate financial protection, members of these groups are constantly worried about repaying their financial obligations.

At Bharti AXA Life we understand this and have decided to act. We bring to you, Bharti AXA Life Group Term Micro Insurance Plan, a comprehensive group term life micro insurance plan, which ensures your members can stay peacefully without any worry about life's eventualities. The plan provides the flexibility of choosing between two death benefit pay out options – Lumpsum for immediate financial assistance for nominee or Lumpsum plus Monthly Income for immediate financial requirements as well as income for income requirement of the nominee.

Key Features

Product has been designed to offer combination of innovative features and flexibility to best suit your Organization and members requirements.

For Your Organization:

- **Low Cost Insurance:** Provides insurance cover at low cost to a large group
- **Hassel free Insurance coverage:** Simple and easy administration process
- **Flexible Premium payment modes** –Single, Annual, Semi-Annual, Quarterly or Monthly

For Your Member/Customers:

- **Financial Security:** Financial support to the family in case of untimely demise
- **Death Benefit Payout Option :** Flexibility to choose Death Benefit payout option
- **Tax benefits:** Tax benefits may be available as per prevailing tax laws

Benefits

Death Benefit

- **Single Life** – In the event of death of the Insured Member, provided all due premiums till the date of death have been paid and the coverage is in force, the company will pay sum assured as specified in the certificate of insurance to the nominee(s)/beneficiary(ies).

- **Joint Life** – In case of Joint Life coverage, in case of first death of the two lives, provided all due premiums till the date of death have been paid and the coverage is in force, the Company shall pay sum assured as specified in the Certificate of Insurance to the Beneficiary(ies)/ Nominee(s) and the coverage for the second life shall be terminated. In Joint Life coverage only spouses of the members will be covered. This option shall be selected by the Master Policyholder at inception

and if selected shall be available for all members of the group. The Sum Assured for spouse will be equal to the Sum Assured of the member.

In case of the death of the Life Insured during the Grace Period, the Death Benefit after deducting the unpaid due premium shall be payable and the Policy will be terminated.

In case due premiums have been collected from individual members but have not been remitted to the Insurer, before expiry of the grace period, and in such an event if death claim arises, the responsibility to pay the Death Benefit as per the Coverage Schedule rests with the Insurer.

Death Benefit Payout option

The Master Policyholder may choose to enable the death benefit payout option for individual members at inception of the policy. If enabled, members will have the option to choose between the death benefit payouts. In case the option is not enabled by the Master Policyholder, default payout will be Lumpsum.

Under Death Benefit Payout option, the following options can be selected:

- **Lumpsum** : Under this option, 100% of the Death Benefit will be paid immediately on death as lumpsum to the nominee(s)/beneficiary(ies).
- **Lumpsum plus Monthly Income** : Under this option, 50% of the Death Benefit will be paid immediately on death as lumpsum and the balance 50% of the Death Benefit will be paid to the nominee(s)/beneficiary(ies) over a period of 6 months where each equal monthly installment is calculated as per the below formula.

Monthly Installment = Sum Assured x 50% x (1/6) x 1.02

The monthly installments will be starting from monthly policy anniversary immediately following the date of death or from the end of the policy term, whichever is earlier.

In case the nominee(s)/beneficiary(ies) is/are a minor at the time of death of the life insured, the death benefit payout shall be made to the appointee according to the death benefit option chosen at the time of inception.

In case of joint lives, the payout option must be the same for both lives.

Where the Master Policy is issued under Lender-Borrower category and Master Policyholder falls under the Regulated Entities as specified by IRDAI, the Master Policyholder may submit to the Company, the specific authorizations received from its Insured Member(s) 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 Company shall under

no circumstance, pay an amount more than the outstanding loan balance to the Master Policyholder. The Master Policyholder shall submit a Credit Account Statement in respect of the Insured Member(s) to whom or to whose nominee(s)/beneficiary(ies) the claim is payable.

This option shall however be applicable only to the group insurance policies/schemes administered by the following regulated entities as group organizer/ Master Policyholder

- a) RBI regulated Scheduled Banks (including Co-operative Banks);
- b) NBFCs having Certificate of Registration from RBI;
- c) National Housing Board (NHB) regulated Housing Finance Companies;
- d) National Minority Development Finance Corporation (NMDFC) and its State channelizing agencies
- e) Small Finance Banks regulated by RBI
- f) Mutually aided Cooperative Societies formed and registered under the applicable State Act concerning such Societies
- g) Microfinance companies registered under section 8 of the Companies Act 2013

The above entities are subject to change in accordance with IRDAI guidelines as amended from time to time.

- h) Any other category as approved by the Authority

Where no such authorization is received by the Company from the Life/ (ves) Insured/ Member(s) or the Master Policyholder does not fall under regulated entities, the Company shall pay the entire sum assured directly to the nominee(s)/beneficiary(ies) of the Insured Member.

Once the Benefit has been paid to the Nominee or Beneficiary, the Member Coverage shall terminate and no further benefits shall be payable

- **Maturity Benefit** – No maturity benefit is payable under this plan.

- **Surrender Benefit** –

Policy will acquire Surrender Value for Single Premium option only. Policy will acquire Surrender Value immediately after payment of Single Premium.

Upon receipt of a written surrender request from the Life/(Lives) Insured any time during the Coverage Term, provided all due premiums till the date of surrender have been paid, the Surrender Value will be payable:

Surrender Value shall be determined as per the formula below:

$$\text{Surrender Value} = (\text{SVF}) \times (\text{U/T}) \times \text{SP}$$

where:

SVF = The Surrender Value Factor (SVF) is as shown in the table below.

Elapsed duration in year from Effective Date of Coverage	Surrender Value Factor
1	45%
2	55%
3+	70%

SP = Single Premium paid in respect of the Coverage of a Life Insured excluding tax, modal loadings and underwriting extra, if any.

U = Unexpired Coverage Term (in months)

T = Coverage Term (in months)

No Surrender benefit shall be payable for Regular premium paying policies.

Surrender shall extinguish all rights and benefits under the policy.

Types of groups eligible for insurance under this plan:

- Non Employer – Employee groups where a clearly evident relationship between member & group Policyholder for services other than insurance exist.
- In case of lender-borrower groups, the life cover under the product will not be linked to the loan disbursed to the member

Plan at a Glance

Bharti Axa Life Group Term Micro Insurance Plan	
Minimum Entry Age	18 years
Maximum Entry Age	79 years
Maximum Maturity Age	80 years
Minimum Sum Assured	Rs. 5,000
Maximum Sum Assured	Rs. 2,00,000
Policy Term	One Year Renewable Term: 1 year (Annually Renewable) Fixed Policy Term: <ul style="list-style-type: none"> • Regular Pay: 2 – 5 years (Term will be in multiples of one year) • Single Pay: 1 month – 60 months (Term will be in multiples of one month)
Premium Payment Term	One Year Renewable Term/ Regular Pay/ Single Pay
Premium Frequency	Fixed Policy Term: <ul style="list-style-type: none"> • Single • Regular - Annual/ Semi-Annual/ Quarterly/ Monthly

	One Year Renewable Term – Annual/ Semi-Annual/ Quarterly/ Monthly	
Minimum Group Size	5 members	
Mode (Frequency)	Frequency	Modal Factors
	Annual	1
	Semi-Annual	0.51
	Quarterly	0.26
	Monthly	0.0867

(No new lives beyond 79 years age last birthday will be added to the group. However, Insured Member(s) aged above 79 years will be allowed to renew their policies till the age of 80 years age last birthday)

A new member can join the group at any point during the policy term subject to the group policy being in force, eligibility criteria as defined above, and underwriting requirements as prescribed by the Company from time to time.

Terms and conditions

Free Look period

1) In case Master Policyholder is paying the premium

If Master Policyholder disagrees with any of the terms and conditions of the Policy, there is an option to return the original Policy along with a letter stating reason/s for the objection within 30 days of receipt of the Policy. The Policy will accordingly be cancelled and the Company will refund an amount equal to the Premium paid and may deduct a proportionate risk premium for the period on cover and stamp duty charges. All rights under this Policy shall stand extinguished immediately on the cancellation of the Policy under the free look option.

2) In case the Insured Member is paying the premium

The Insured Member has the option to return the original Certificate of Insurance along with a letter stating reasons for cancellation within 30 days of receipt of the Certificate of Insurance (“the free look period”). The Coverage will accordingly be cancelled and the Company will refund an amount equal to the premium paid and may deduct a proportionate risk premium for the period on cover, stamp duty and/or the expenses incurred on medical examination of the Life/ (ves) Insured (if any), incurred in issuance of the coverage.

Grace Period

A grace period of 30 days from the premium due date will be allowed for payment of premiums under annual, half yearly and quarterly premium payment modes and in case of monthly mode, a grace period of 15 days from the premium due date will be allowed for payment of premiums. For One Year Renewable Term, there will be no grace period for annual premium payment mode.

In case of the death of the Insured Member during the grace period, the Death Benefit after deducting the unpaid due premium shall be payable and the Policy will be terminated.

During the Grace Period, the policy will be in force.

Lapsation

If the Premium/s is/are not paid on the due date/s or during the grace period, the Policy shall lapse (with effect from the date of first unpaid premium). Lapse of the Policy shall extinguish all rights and benefits of the Master Policyholder and the Insured Member(s) under the Policy.

On lapse of the Policy, individual Members can re-enter the Group within the same Policy Term by paying only the premiums applicable for the remaining Policy Term subject to Board approved underwriting policy, this is applicable only for One year renewable policy term

For fixed policy term - If due premiums are not received within the Grace Period, the policyholder will get five years or up to expiry of policy term, whichever is earlier to revive the Policy from the date of the first unpaid premium.

Revival of the Lapsed Policy

A Policy, which has lapsed for non-payment of the premiums, may be revived subject to the following conditions:

- The application for revival is made within 90 days of the first unpaid premium or before the next Annual Renewal Date of the Policy, whichever is earlier
- Satisfactory evidence of insurability of the Insured Member(s) is produced
- Payment of an amount equal to all unpaid premiums
- We will not be liable to pay for any death claims which occurs due to death of Insured Member(s) while the Master Policy is in lapsed status

The Revival shall be as per the Board approved underwriting policy. The effective date of Revival is the date on which the above conditions are satisfied and the risk is accepted by the Company. We reserve the right to Revive the Master Policy at the original terms, revive with modified terms or decline the Revival of the Master Policy, in accordance with the Our board approved underwriting policy. The Revival will take effect only on it being specifically communicated by the Company.

Termination of Master Policy Contract

The Master Policy Contract shall terminate on the occurrence of the earliest of the following:

- a) On payment of Free Look cancellation
- b) if the lapsed Master Policy Contract has not been revived
- c) at the end of Policy Term
- d) at the Annual Renewal Date if Master Policy is not renewed
- e) Upon giving at least 30 days' notice.

Termination of coverage

The Coverage of a Insured Member under the Policy shall terminate on the Termination Date which will be on the date of occurrence of the earliest of any of the following events:

- a) On completion of Coverage Term
- b) on death of either Insured Member or spouse, whichever is earlier
- c) On payment of Free Look cancellation
- d) the date Insured Member ceases to be an eligible member of the group
- e) the date Insured Member voluntarily withdraws from the group
- f) on Annual Renewal Date, if Insured Member Age exceeds at the maximum maturity age as per the Master Policy Document or Certificate of Insurance
- g) Non -payment of the Premium within the grace period
- h) The date on which Master Policy is terminated

If the in-force Master Policy is terminated by the Master Policyholder, any unexpired Premium (excluding taxes) or surrender value (in case of Single Premium) shall be payable to the Master Policyholder/ Life Insured in the same proportion in which the premiums were received. However in the event of such termination, the Insured Member shall have the option to continue the Insurance Coverage on an individual basis till the expiry of the Coverage Term by paying premium as due.

Closure of Policy to new members:

The Master Policyholder or the Insurer will be entitled to terminate the Policy by providing written notice stating its intent to terminate the policy, in which case the Master Policy will stand terminated and will close to new lives on the later of:

- The date specified in the notice; or
- 30 days from the date on which the notice is received

Tax Benefit

Tax benefits may be applicable as per prevailing tax laws.

Other Terms & Conditions

1. The product will be customized based on the scheme level underwriting, wherever appropriate.
2. The maximum maturity age, and the maximum and minimum entry ages may vary based on scheme within the limits as mentioned under eligibility criteria above.
3. Insurance cover would commence only after acceptance of risk by Bharti AXA Life & receipt of full premium.

Claims process

The Beneficiary/ (ies) should report the claim to the Master Policyholder on occurrence of unfortunate death of Insured Member and following documents should be submitted:

- Certificate of Insurance
- Copy of Death Certificate
- Copies of medical reports, if any
- Death Claim Form and Credit account statement (to be jointly signed by nominee(s)/ beneficiary(ies) and Master Policyholder and submitted by the Master Policyholder in case of lender borrower group and where Master Policyholder falls under the Regulated Entities as specified by IRDAI);
- Any other documentation that the Company may consider as material and relevant to the claim

Suicide Exclusion

In case of death due to suicide within 12 months from the date of commencement of risk under the policy or from the date of revival of the policy, as applicable, the nominee or beneficiary of the policyholder shall be entitled to at least 80% of the total premiums paid till the date of death or the surrender value available as on the date of death whichever is higher, provided the policy is in force. In the case of Coverage on joint lives insured, the term "Beneficiary (ies)/ Nominee (s)" shall mean the surviving Life Insured.

This clause is not applicable in case of renewal of the Policy.

Grievance Redressal

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
- WhatsApp us 'Hi' at 02248815768
- SMS "SERVICE" to 56677
- 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@bhartiata.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'

- 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@bhartiata.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 or 18004254732

Email ID: complaints@irda.gov.in

You can also register your complaint online at <https://bimabharosa.irdai.gov.in/>

Address for communication for complaints by paper:

General Manager

Insurance Regulatory and Development Authority of India(IRDAI)

Policyholder's protection & Grievance Redressal Department – Grievance Redressal Cell.

Sy.No.115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad – 500 032.

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.

For preferring a complaint before the Insurance Ombudsman, you may prefer to Insurance Ombudsman Rule, 2017(as may be amended from time to time).

To locate the nearest Ombudsman office, please visit <https://www.cioins.co.in/Ombudsman> or you may also locate the list our website - <https://www.bhartiataxa.com>

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.

SECTION 41 OF 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 45 OF INSURANCE ACT 1938 as amended from time to time

Fraud, or Misstatement or suppression of material fact 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 – I for reference]***

About Us

Bharti AXA Life Insurance Company Limited is a wholly owned subsidiary of Bharti Life Ventures Private Limited (Bharti Group Company), a business group in India with interests in telecom, agri business and retail. As we further expand our presence across the country with a large network of distributors, we continue to provide innovative products and service offerings to cater to specific insurance and wealth management needs of customers. Whatever your plans in life, you can be confident that Bharti AXA Life will offer the right financial solutions to help you achieve them.

Disclaimers

- Life Insurance Coverage is available
- Bharti AXA Life Insurance is the name of the Company and Bharti AXA Life Group Term Micro Insurance Plan is only the name of the non-linked non-participating life group term micro insurance policy and does not in any way represent or indicate the quality of the policy or its future prospects.
- This product brochure is indicative of the terms, conditions, warranties and exceptions contained in the insurance policy bond

- Tax benefits are as per the Income Tax Act, 1961, and may be subject to any amendments made thereto from time to time

Bharti AXA Life Insurance Company Limited, IRDAI Registration No.: 130

Registered Office: Unit No. 1902, 19th Floor, Parinee Crescenzo, 'G' Block, Bandra Kurla Complex, BKC Road, Behind MCA Ground, Bandra East, Mumbai -400051, Maharashtra



UIN: 130N099V03

CIN - U66010MH2005PLC157108

ADVT NO -II-Sep-2024-5473

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.

Trade Logos  and  used in the document belongs to the Bharti Enterprises (Holdings) Private Ltd. and AXA SA respectively and are used by Bharti AXA Life under license.

Appendix I: 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 are as follows:

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from

- a. the date of issuance of Policy or
- b. the date of commencement of risk or
- c. the date of reinstatement 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 reinstatement of Policy or
- d. the date of rider to the Policy

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Ordinance, 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26, 2014 for complete and accurate details.]

Appendix II: 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.]

Appendix III: 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 themthe 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.]