Policy Document
Bharti AXA Life Wealth Maximizer

A Unit Linked, Non-Participating Individual Life Insurance Plan

In this policy, the investment risk in the investment portfolio is borne by the policyholder

PART B

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

   a) **Age** is the Age at last birthday, in completed years.

   b) **Allocation** means the creation of Units in the applicable Investment Fund/s at the prevailing Unit Price.

   c) **Annualized Premium** means the premium amount payable in a year excluding the taxes, rider premiums and underwriting extra premium on riders, if any.

   d) **Appointee** means the person appointed by You to receive the benefits payable under the Policy till the Nominee is a minor as per applicable Indian Laws.

   e) **Base Policy** is the life insurance product chosen by the Policyholder out of the various products offered by the Company.

   f) **Beneficiary or Claimant** means the person entitled to receive benefits as per the terms and conditions of the policy and applicable laws, and includes the policyholder, the nominee, the assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate, as the case may be.

   g) **Date of Commencement of Risk** is the date from which the Life Insurance coverage under this Policy commences and is as specified in the Policy Schedule.

   h) **Date of Inception of Policy** is the date on which the Policy is issued and is as specified in the Policy Schedule.

   i) **Death Benefit** means the benefit, agreed at the Date of Inception of Policy and means the amount as specified in the Policy Document and is payable on death of the Life Insured as per the terms and conditions of the Policy.

   j) **Discontinuance** means the state of a Policy that could arise on account of Surrender of the Policy or non-payment of the premium before the expiry of the Grace Period.

   k) **Discontinuance charge** means a charge that can be levied upon the Discontinuance of the Policy.

   l) **Discontinued Policy Fund** means the fund that is set aside and is constituted by the fund value, as applicable, of all the discontinued policies.

   m) **Free Look Period** means the period specified under Part D section 1 from the receipt of the Policy during which Policyholder can review the terms and conditions of this Policy and where if the Policyholder is not agreeable to any of the provisions stated in the Policy, he/ she has the option to return this Policy

   n) **Grace Period** is the time extended by the Company to facilitate the Policyholder to pay the unpaid premium, in case the premium(s) had not been paid as on the due date, during which time the Policy is considered to be in-force with the risk cover, including risk cover under the Riders. The Policyholder gets Grace Period (30 days for yearly/ half yearly/quarterly premium payment modes and 15 days for monthly mode) to pay the unpaid Premium due under the Policy and the benefits under the Policy will remain unaltered during this period.

   o) **Investment Fund** is a specific and separate fund managed for the exclusive interest of all Policyholders sharing the same Investment Fund option. The Company offers a number of Investment Funds from time to time earmarked for its unit linked business and each of these Investment Funds have an asset Allocation mix of various financial instruments.

   p) **Investment Fund Allocation Instruction** is Policyholders instruction for Allocation of the premiums net of all relevant Premium Allocation Charge for purchase of Units in the Investment Fund as specified by Policyholder.

   q) **Lapse** is the status of the Policy where the premium due is not paid before the expiry of grace period.

   r) **Life Insured** is the person named in the Policy Schedule and whose life is covered under the Policy.

   s) **Lock-in Period** is a period of five years from the Date of Commencement of Risk.

   t) **Loyalty Additions** is an amount that will be added to the Policy Fund Value as per the terms and conditions detailed in Part C Section 3a below.

   u) **Maturity Benefit** is the benefit payable on the Maturity Date. For more details, please refer Part C Section 2 below.

   v) **Maturity Date** is the date on which the Policy Term concludes and is specified in the Policy Schedule.

   w) **Minor** is a person who has not completed 18 years of age

   x) **Modal Premium** is the amount payable by the Policyholder on the due dates in a policy year as per the mode chosen by the Policyholder.

   y) **Net Asset Value (NAV)** means the price per unit of the Investment Fund.

   z) **Nominee** is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured before the Maturity Date as per the provisions of Section 39 of Insurance Act, 1938 as amended from time to time. This is applicable where the Policyholder and Life Insured are the same.

   aa) **Partial Withdrawal** means any part of fund / partial withdrawal that is encashed / withdrawn by the Policyholder during the term of the Policy.

   bb) **Policy** means Bharti AXA Life Wealth Maximizer along with the unique Policy number issued to You as mentioned in the "Policy Schedule".

   cc) **Policy Anniversary** is the date which periodically falls after every twelve months starting from the Date of Commencement of Risk whilst the Policy is in force.

   dd) **Policy Charges** are the charges associated with the Policy as detailed in Part E of the Policy Document.

   ee) **Policy Document** means and includes the proposal form for insurance submitted by the Policyholder, the Policy Schedule, the first premium receipt, any attached endorsements or supplements provided by the Company from time to time, the medical examiner's report and any other document/s called for by the Company and submitted by the Policyholder to enable the Company to process the proposal.

ff) **Policy Fund Value** is defined as the total value of Units in an Investment Fund i.e., total number of Units under the Policy multiplied by the Net Asset Value (NAV) per Unit of that Investment Fund.

gg) **Policy Schedule** contains a brief description of the Policy, the Policyholder and the Life Insured and forms an integral part of the Policy.

hh) **Policy Term** is the number of Policy Years for which the Policy is in-force, commencing from the Date of Commencement of Risk and ending on the Maturity Date and is mentioned in the Policy Schedule.

ii) **Policy Year** is measured from the Date of Commencement of Risk and is a period of twelve consecutive calendar months and includes every subsequent twelve consecutive calendar months.

jj) **Policyholder** is the owner of the Policy whose name is mentioned in the proposal form.

kk) **Premium Payment Term** means the number of Policy Years for which the Policyholder is required to pay the premium.

ll) **Premium Redirection** means an option which allows the Policyholder to modify the Allocation of amount of renewal premium to various segregated funds, under a unit linked policy, offered through a different investment pattern from the option exercised at the Date of Commencement of Risk of the Policy.

mm) **"Proceeds of the Discontinued Policy"** means the fund value as on the date of discontinuance plus entire income earned after deduction of the fund management charges, subject to a minimum guarantee of interest @ 4% p.a. or as prescribed by IRDA of India from time to time.

nn) **Refund of Charges (RoC)** is an amount that will be added to the Policy Fund Value as per the terms and conditions detailed in Part C Section 3b below.

oo) **Revival** means reviving the Policy after the Policyholder has paid all due premiums.

pp) **Revival Period** is the time of 3 years from the date of the first unpaid premium and is the period available to the Policyholder to revive the Policy.

qq) **Rider** is an optional insurance cover which is purchased along with the Base Policy. It provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read along with Base Policy.

rr) **Settlement Option** means a facility made available to the Policyholder to receive the Policy Fund Value on Maturity Date in instalments in accordance with the terms and conditions of the Policy.

ss) **Sum Assured** is an assured amount used to calculate the Death Benefit. It is equal to the Annualized Premium*10.

tt) **Surrender** means complete withdrawal/ termination of the entire Policy by the Policyholder.

uu) **Surrender Value** means an amount, if any, that becomes payable in case of Surrender in accordance with the terms and conditions of the Policy.

vv) **Switch** is the facility allowing the Policyholder to change the investment pattern by moving from one Investment Fund to other Investment Fund(s) amongst the Investment Funds offered under the Policy.

ww) **The Company /Company** means Bharti AXA Life Insurance Company Limited.

xx) **Unit** is a portion or a part of the underlying Investment Fund Purchased from the Premiums paid under the Policy.

yy) **Unit Price** is the value per Unit of each Investment Fund calculated in accordance with Part E.

zz) **Valuation Date** is the date on which the Unit Price of the Investment Fund is determined in accordance with the Valuation provisions of this Policy.

aaa) **You/Your/Yours** refers to the Policyholder/ Life Insured

The terms defined above shall also act as a reference guide to the Policy Document in terms of IRDA of India Circular No. IRDA/LIFE/CIR/GDL/034/01/2014 dated 14 January 2014'.

PART C
Benefits payable

1. **Death Benefit**

In case of death of the Life Insured during the Policy Term, the Death Benefit will be payable to the Nominee or the Policyholder as the case may be, subject to Policy being in force and all due premiums till the date of death have been paid.

The Death Benefit will be highest of:
1. Sum Assured less all Partial Withdrawals* made during the two-year period immediately preceding the date of death of Life Assured.
2. 105% of all premiums paid as on date of death.
3. Policy Fund Value as on the date of intimation of death of the Life Insured

The Death Benefit shall become payable on/from the date of intimation of death, subject to acceptance of the claim by the Company. The Policy shall terminate upon payment of Death Benefit.

In case of the death of the Life Insured during the Grace Period, the Death Benefit (as defined above) shall be payable and the Policy will be terminated. The Nominee will not have any rights or obligations except to receive the benefits under the Policy. For details of the Grace Period, please refer to Part C Section 4 below.

The risk coverage will start from the Date of Commencement of Risk for all lives, including minors.

In case of the death of the Life Insured while the Policy is in a Discontinuance status and the monies are a part of the 'Discontinued Policy Fund', the Policy Fund Value as on the date of intimation of death shall be payable and the Policy will terminate.

In case of the death of the Life Insured during the Settlement Period, the higher of Policy Fund Value as on date of intimation of death or 105% of Total Premiums Paid as on the date of death shall be payable to the Nominee/ legal heirs and the Policy will terminate.

Subject to the exclusions as mentioned in the Policy Document, the Death Benefit shall be payable for death under all situations (including death during declared or undeclared war, civil commotion, invasion, terrorism, Naxalite Operation and hostilities).

*Details of Partial withdrawals allowed are `specified in Section 3 under PART D of this document.

2. **Maturity Benefit**

If the Life Insured survives till the Maturity Date and all due premiums have been received till the Maturity Date, the Maturity Benefit will be payable. The Maturity Benefit will be equal to the Policy Fund Value as on the Maturity Date. There are no investment guarantees offered under this Policy.

The Policy Fund Value is calculated with the respective Unit Prices of the relevant Investment Funds to which the premium/s have been allocated as on their Valuation Dates, coinciding with the Maturity Date of the Policy.

On Maturity Date, the Policyholder may also choose to avail the Settlement Option to receive the Maturity Benefit. For further details on the Settlement Option, please refer to Part D Section 5.

3. **Other Benefits**

a) **Loyalty Additions:** Subject to the Policy being inforce, and all due premiums having been paid till date, Loyalty Additions will be credited to the Fund at the end of each Policy Year starting from the Policy Year falling after the end of the Premium Payment Term up to the Maturity Date. Loyalty Additions will be allocated to the Policy by creating additional Units across Investment Funds, in the same proportion as the Investment Fund Allocation Instruction then in effect.

The Loyalty Additions are 0.20% of the Policy Fund Value as at end of each Policy Year.

Once added to the Policy, the Loyalty Additions will be payable along with the Policy Fund Value on the Maturity Date. In event of Paid-up status of the Policy, the Loyalty Additions will not be credited after the Policy has attained Paid-Up status.

b) **Refund of Charges:** Subject to Policy being in force (including revived Policies) and all due premiums have been paid, 118% of all charges (total amount of Premium Allocation Charge, Admin charge, Mortality Charge and Fund Management Charge) excluding any extra underwriting charge applicable during the Premium Payment Term will be returned.

The applicable charges are refunded uniformly at the end of every policy year during the corresponding five Policy Years falling after the end of the Premium Payment Term. Refund of Charges will be allocated to the Policy by creating additional Units across the Investment Funds, in the same proportion as the Investment Fund Allocation Instruction then in effect.

Return of Charges shall not be credited to the Policy Fund Value in case of Surrender, Discontinued or Paid-up Policy.

Return of Charges is applicable to be paid on Reinstated policies.

4. **Grace Period**

Grace period is the period, as mentioned below, which shall be applicable to the Policyholder to pay all the unpaid premiums, in case the premiums had not been paid as on the Premium Due date.

The Policyholder gets the Grace period of:
- Fifteen (15) days in case of Monthly Premium Payment Mode
- Thirty (30) days in case of all Premium Payment mode except monthly mode to pay the premiums which fell due and the benefits under the Policy remain unaltered during this period.

During the said Grace period, the policy will be in force status.

5. **Payment of Premium**

i. You are required to pay Premiums on the due dates and for the amount mentioned in the Policy Schedule.
ii. You are required to pay Premiums for the entire Premium Payment Term.
iii. Premium Payment modes available under the Policy are annual, half yearly, quarterly and monthly (payable through ECS only).
iv. If the Policyholder discontinues the payment of premiums, the Policy will be treated as Lapsed or Paid-up as per the conditions under Part D Section 2.

6. **Riders**

In case the Policyholder opts for a Rider, the outstanding term of the Base Policy will be at least equal to 5 years. The Policy Term of the Rider shall be less than or equal to the Policy Term of the Base Policy. The rider shall not be offered if the term of the rider exceeds the outstanding term of the base policy.

The Premium pertaining to health related or critical illness riders shall not exceed 100% of premium under the Base Policy, the Premiums under all other life insurance Riders put together shall not exceed 30% of premiums under the Base Policy and any benefit arising under each of the above mentioned Riders shall not exceed the Sum Assured under the Base Policy.

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PART D

1. Free Look Period

If Policyholder disagrees with any of the terms and conditions of the Policy, there is an option to return the original Policy along with a letter stating reason/s within 30 days of receipt of the Policy in case of offline Policy and within 30 days of receipt of the Policy in case of electronic Policy & policy sourced through distance marketing (i.e. online sales). The Policy will accordingly be cancelled and the Company will refund the premium amount paid by the Policyholder excluding the Proportionate risk premium for the period on cover and the medical expenses incurred by the insurer and stamp duty charges.

In addition to this, the Company shall also be entitled to repurchase the units at the price of the units on the date of cancellation.

All rights under this Policy shall stand extinguished immediately on cancellation of the Policy under the free look option.

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

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

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

2. Discontinuance of Premium Provision

I. Discontinuance of Policy during the lock-in Period:

a) Upon expiry of the grace period, in case of discontinuance of Policy due to non-payment of premium, the fund value after deducting the applicable discontinuance charges shall be credited to the discontinued policy fund and the risk cover and rider cover, if any, shall cease.

b) Such discontinuance charges shall not exceed the charges, stipulated in 'Charges' section – Discontinuance charges of this document. All such discontinued policies shall be provided a revival period of three years from date of first unpaid premium. On such discontinuance, the Company will communicate the status of the Policy, within three months of the first unpaid premium, to the Policyholder and provide the option to revive the Policy within the revival period of three years.

   i) In case the Policyholder opts to revive but does not revive the Policy during the revival period, the proceeds of the discontinued policy fund shall be paid to the Policyholder at the end of the revival period or lock-in period whichever is later. In respect of revival period ending after lock-in period, the Policy will remain in discontinuance fund till the end of revival period. The Fund management charges of discontinued fund will be applicable during this period and no other charges will be applied.

   ii) In case the Policyholder does not exercise the option as set out above, the Policy shall continue without any risk cover and rider cover, if any, and the policy fund shall remain invested in the discontinuance fund. At the end of the lock-in period, the proceeds of the discontinuance fund shall be paid to the Policyholder and the Policy shall terminate.

   iii) However, the Policyholder has an option to surrender the Policy anytime and proceeds of the discontinued policy shall be payable at the end of lock-in period or date of surrender whichever is later.

The minimum guaranteed interest rate applicable to the 'Discontinued Policy Fund' shall be as per the prevailing regulations and is currently 4% p.a. The proceeds of the discontinued policy shall be refunded only upon completion of the lock-in period.

The excess income earned in the Discontinued Policy Fund over and above the minimum guaranteed interest rate shall also be apportioned to the Discontinued Policy Fund in arriving at the proceeds of the discontinued Policies and shall not be made available to the shareholders.

Proceeds of the discontinued policies means the fund value as on the date the policy was discontinued, after addition of interest computed at the interest rate stipulated as above.

II. Discontinuance of Policy after the lock-in Period:

a) Upon expiry of the grace period, in case of discontinuance of Policy due to non-payment of premium after lock-in period, the Policy shall be converted into a reduced paid up policy with the paid-up sum assured i.e. original sum assured multiplied by the total number of premiums paid to the original number of premiums payable as per the terms and conditions of the Policy. The Policy shall continue to be in reduced paid-up status without rider cover, if any. All charges as per terms and conditions of the Policy shall be deducted during the revival period. However, the mortality charges shall be deducted based on the reduced paid up sum assured only.

b) On such discontinuance, the Company will communicate the status of the Policy, within three months of the first unpaid premium, to the Policyholder and provide the following options:
   1) To revive the policy within the revival period of three years, or
   2) Complete withdrawal of the Policy.

c) In case the Policyholder opts for (1) above but does not revive the Policy during the revival period, the fund value shall be paid to the Policyholder at the end of the revival period.

d) In case the Policyholder does not exercise any option as set out above, the Policy shall continue to be in reduced paid up status. At the end of the revival period the proceeds of the policy fund shall be paid to the Policyholder and the Policy shall terminate.

e) However, the Policyholder has an option to surrender the Policy anytime and proceeds of the policy fund shall be payable.

NON-RECEIPT OF ANY NOTICE AS REQUIRED UNDER THIS CONTRACT SHALL NOT BE CONSTRUED AS A BREACH OF ANY CONTRACTUAL OBLIGATION ON OUR PART

3. Partial Withdrawal of Fund Value

The Policyholder has the option to apply for Partial Withdrawal of funds from the Policy Fund Value in the specified form, at any time after the completion of the Lock-in Period, if Policy is in force or in Reduced Paid Up.

The minimum partial withdrawal limit is Rs 5,000.

i. The Policy Fund Value should be at least equal to 120% of one Annualized Premium after a Partial Withdrawal. The partial withdrawals shall not be allowed which would result in termination of a contract.

ii. For Policies issued on minor lives, Partial Withdrawals shall not be allowed until the minor life Insured attains majority i.e. on or after attainment of Age 18.

In a Policy Year, the Policyholder is entitled to make any number of Partial Withdrawals free of charge subject to the limit of minimum and maximum Partial Withdrawal amount as described above.

Partial withdrawal shall not be allowed if it would result in termination of the contract.

SWB (Systematic Withdrawal Benefit): is an automated partial withdrawal facility which can be opted by the Policyholder. Under this facility, a pre-decided amount will be withdrawn from the Policy Fund Value from the end of chosen policy year and paid to Policyholder till the end of the Policy Term. At the time of the written request to effect the SWB, the Policyholder needs to choose the following:

a) Systematic Withdrawal amount per annum, Payout will only be annually.
b) Policy Year from which the amount under SWB will be payable

SWB will be subject to following conditions:

a) SWB will start from 10th policy year or thereafter;
b) Maximum allowed systematic withdrawal should not be greater than one Annualized premium.
The amount paid out to the Policyholder in each instalment will be withdrawn as Units from the Segregated Funds which have been invested into in the same proportion. The Units will be calculated as follows:
Systematic Withdrawal Amount chosen/ NAV
c) SWB option can be opted anytime during the Policy Term. Once opted, the SWB options such as Systematic withdrawal amount per annum, Policy year from which the Systematic Withdrawal Benefit (SWB), will be payable cannot be changed.
d) The Policyholder may opt out of the Systematic Withdrawal Benefit option during the Policy Term by giving the Company prior written request, in which case this option will cease to be effective from the Policy Anniversary following the receipt of the request. Once opted out, the Systematic Withdrawal Benefit cannot be re-chosen.
e) Minimum amount that can be withdrawn under SWB is Rs. 5,000 per instalment.
f) If an instalment amount to be withdrawn under SWB is less than Rs. 5,000 such instalment amount shall not be paid.
g) Fund Value after SWB instalment and/or partial withdrawal should be greater than or equal to 120% of one annualized premium
h) Sum Assured at all times should be at least 10 times one annualized premium
i) For Policies issued on minor lives, SWB shall not be allowed until the minor life Insured attains majority i.e. on or after attainment of age 18.
Both Systematic Withdrawal Benefit and Partial Withdrawal can be availed simultaneously. SWB will follow all other the conditions of partial withdrawals.

4. Complete Withdrawal / Surrender

a) Complete withdrawal of this Policy within Lock-in period: Upon Your request, Policy can be completely withdrawnduring lock-in period of 5 years. On complete withdrawal of the Policy, fund value less applicable discontinuance charges as on the date of discontinuance, shall be credited into the Discontinued Policy Fund maintained by the Company at a minimum guaranteed rate of 4% p.a. or as prescribed by IRDAI of India from time to time. The “Proceeds of the Discontinued Policy” shall be payable to Policyholder immediately after completion of the lock-in period. All benefits in this Policy shall cease on the date of complete withdrawal.

b) Complete withdrawal of Policy after Lock-in period: Upon complete withdrawal of the policy after five policy years, the Total Fund Value as on the date of complete withdrawal, shall be payable and the Policy shall terminate.

5. Settlement Option

The Policyholder may choose to receive the Policy Fund Value as:

1. A lumpsum payment on the date of maturity
2. At regular intervals chosen by the Policyholder, during the Settlement Period as defined below
3. A combination of the above

Settlement Period is the period not exceeding five years commencing from the date of maturity and is an option available to the Policyholder at maturity.

a) The Policyholder is required to apply to The Company, in the specified form, intimating the choice at least 90 days prior to the date of maturity. The default option in case of non-receipt of such an application would be Option 1 as mentioned above.
b) During the Settlement period the death benefit shall be higher of existing Policy Fund Value as on date of intimation of death or 105% of total premiums paid as on the date of death. The mortality charges shall be deducted accordingly.
c) In case Options 2 or 3 are chosen, the Policyholder is required to choose a frequency of withdrawals (monthly/quarterly/semi-annually/annually) from the Fund.
d) Depending on the frequency of withdrawals chosen, the number of units as on the date of maturity will be divided equally as per the frequency. The withdrawal amount will be calculated with the respective Unit Prices of the relevant Investment Funds to which the Premiums have been allocated as on their Valuation Dates, multiplied by the number of units.
e) The Company shall levy fund management charge and mortality charge during the settlement period and no other charges shall be levied.
f) At any time during the Settlement Period the policy holder can withdraw the balance available Policy Fund value as on that date.
g) However, the Policyholder is not entitled to opt for partial withdrawals or Switches between Investment Funds during this period.

The inherent risk of fluctuating markets during the Settlement Period, in respect of Policy Fund Value, shall be borne by Policyholder and applicable Fund Management Charge as specified in Clause 2 C under Part E will be levied.

If the Life Insured dies during the settlement period, then the higher of existing Policy Fund Value as on the date of intimation of death or 105% of total premiums paid as on date of death shall be paid to the Nominee or the legal heir as the case may be and the policy shall be terminated.

6. Change in the Investment Fund Allocation (Premium Redirection)

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

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

7. UNITS

a. Creation of Units

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

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

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

However, Units for the first premium shall be allocated on the day the proposal is accepted and results into a Policy by adjustment of proposal deposit towards premium.

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

b. Cancellation of Units

Units will be cancelled from the Investment Funds, wherein an application (including claims, Surrender, Free-Look option, Policy closure, Switch request, Partial Withdrawal and Discontinuance of Premium) is received by the Company:

i. by 3.00 p.m., at the same day's closing Unit Price shall be applicable.
ii. after 3.00 p.m., at the next day's closing Unit Price shall be applicable.

8. Reduced Paid Up

a) In the event of Reduced Paid Up, Policy shall continue with Reduced Paid Up Sum Assured as mentioned below till the end of the Revival Period:

(No of premiums paid / No of Premiums payable) X Sum Assured

b) The timing of reduced benefits under a Paid up policy remains unaltered and all applicable charges i.e. Policy Administration Charge, Mortality Charge and Fund Management Charge will continue to be levied

Events	Description of Benefits payable in Reduced Paid Up status
Death	Paid-up Death Benefit, which is the highest of: 1. Paid-Up Sum assured less all partial withdrawals* made during the two-year period immediately preceding the date of death of the Life Assured 2. Policy Fund Value (including any Loyalty Additions and return of charges already credited as on date of Paid-up) as on date of intimation of death 3. 105% of all premiums paid as on date of death. * Details of Partial withdrawals allowed are specified in Clause 3 Part D In case of the death of the life insured during the Settlement Period (as defined in Clause 5 Part D above), the higher of Policy Fund Value or 105% premiums paid as on the date of intimation of death shall be payable and the policy will terminate.
Maturity	Policy Fund Value (including any Loyalty Additions and return of charges already credited as on date of Paid up)
Loyalty Additions	No Loyalty Additions will be credited to the Policy Fund Value after the Policy becomes Paid-up
Refund of all Charges	No Return of Charges shall be credited to the Policy Fund Value after the Policy becomes Paid-up
Surrender	Policy Fund Value (including any Loyalty Additions and return of charges already credited as on date of Paid up)

9. Revival

a) Subject to Clause 2 under Part D ("Discontinuance of Premium provision"), and subject to (i) Your written application for revival is made within three (3) years from the date of first unpaid premium; (ii) production of Insured's Declaration of Good Heath as per Board approved Underwriting policy and other evidence of insurability satisfactory to Us; (iii) payment of all overdue premiums; the Policy may be revived. Any evidence of insurability requested at the time of revival will be based on the prevailing Board approved underwriting policy.

b) Any revival shall only cover loss or Insured event which occurs after the Revival Date.

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

I. Revival of a discontinued policy during lock-in period:

Where the policyholder exercises the option to revive the policy, the policy shall be revived restoring the risk cover along with the investments made in the segregated funds as chosen by the policyholder, out of the discontinued fund less the applicable charges as mentioned below and conditions as mentioned above. The Company, at the time of revival:

a. Shall collect all due and unpaid premiums without charging any interest or fee.
b. Shall levy policy administration charge and premium allocation charge as applicable during the discontinuance period. No other charges shall be levied.
c. Shall add back to the fund, the discontinuance charges deducted at the time of discontinuance of the policy.

II. Revival of a discontinued policy after lock-in period:

The policyholder can revive the policy, as mentioned above. Where the policyholder revives the policy, the policy shall be revived restoring the original risk cover in accordance with the terms and conditions of the policy. The insurer, at the time of revival:

a. Shall collect all due and unpaid premiums under base plan without charging any interest or fee. The rider may also be revived at the option of the policyholder.
b. Will levy premium allocation charge as applicable.
c. No other charges shall be levied.

10. Suicide

In case of death due to suicide within 12 months from the Date of Commencement of Risk or from the date of Revival of the Policy as applicable, the Nominee or beneficiary of the Policyholder shall be entitled to the Fund Value as available on the date of intimation of death, provided the Policy is in force.

Any charges recovered, other than Fund Management Charges subsequent to the date of death shall be added back to the fund value as available on the date of intimation of death.

11. Termination:

The Policy will terminate on the earliest of the following:

a. On the date the Surrender Value is paid to the Policyholder.
b. On the date of payment of Discontinued Policy Fund.
c. Upon receipt of written intimation about the death of Life Insured along with a supporting document to the satisfaction of the Company.
d. If at any time after the Lock-in Period, the Fund Value falls below at least one Annualized Premium, the Policy shall stand terminated.
e. The Maturity Date of the Policy and on payment of Maturity Benefit; or
f. Acceptance of Free look request by the Company.
g. On payment of Fund Value in case of Suicide within 12 months from the Date of Commencement of Risk or from the Date of Revival of the Policy as applicable

12. Loan

There is no provision of loan on the Policy.

13. Policy alterations / Modifications

Only a duly authorized officer of the Company has the power to effect changes on the Policy/Plan at the request of the Policyholder, subject to the rules of the Company and within the regulatory parameters.

14. Advance Premium

In case of advance premium:
Collection of advance premium shall be allowed within the same financial year for the premium due in that financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, The Company may collect the same for a maximum period of three months in advance of the due date of the premium

(i) The premium so collected in advance shall only be adjusted on the due date of the premium.
(ii) The commission shall only be paid after adjustment of premium on due date.

PART E

1. INVESTMENT FUNDS

a) At Inception of Policy, the Policyholder will be given the option to allocate premium(s) among one or more Investment Fund(s) as per the conditions of the Policy, with a maximum of eight Investment Funds being available to the Policyholder.

b) The Company holds legal and beneficial interests in the assets of each Investment Fund and has sole discretion on the investment and the management of each Investment Fund within the defined asset portfolio Allocation as set out under Clause 1B Part E. The eight Investment Funds currently offered under the Policy by the Company are -Growth Opportunities Plus Fund, Grow Money Plus Fund, Save'n'grow Money Fund, Steady Money Fund, Safe Money Fund, Build India Fund, Stability Plus Money Fund, and Emerging Equity Fund

c) The investment objective, risk profile and asset allocation range for the various funds is as mentioned below:

Investment Fund	Objective	Asset Category & Asset Allocation	Risk-Return Potential
Growth Opportunities Plus Fund SFIN: ULIF01614/12/2009EGRWTHOPPL130	To provide long term capital appreciation by investing in stocks across all market capitalization ranges (Large, Mid or small)	Debt: NA Money Market Instruments: 0% - 20% Equities: 80%-100%	High
Grow Money Plus Fund SFIN: ULIF01214/12/2009EGROMONYPL130	To provide long term capital appreciation by investing across a diversified high quality equity portfolio	Debt: NA Money Market Instruments: 0% - 20% Equities: 80% - 100%	High
Build India Fund SFIN: ULIF01909/02/2010EBUILDINDA130	To provide long term capital appreciation through exposure to equity investments in Infrastructure and allied sectors, and by diversifying investments across various sub-sectors of the infrastructure sector	Debt: 0-20% Money Market Instruments: 0% - 20% Equities: 80% - 100%	High
Save'n'grow Money Fund SFIN: ULIF00121/08/2006BSAVENGROW130	To provide steady accumulation of income in medium to long term by investing in high quality debt papers and government securities and a limited opportunity of capital appreciation. This would be more of a defensively managed fund	Debt: 0%-90% Money Market Instruments: 0% - 40% Equities: 0%-60%	Moderate
Steady Money Fund SFIN: ULIF00321/08/2006DSTDYMOENY130	To provide steady accumulation of income in medium to long term by investing in corporate bonds and government securities	Debt: 60%-100% Money Market Instruments: 0% - 40% Equities: NA	Low
Safe Money Fund SFIN: ULIF01007/07/2009LSAFEMONEY130	To provide capital protection through investment in low-risk money-market & short-term debt instruments with maturity of 1 year or lesser.	Debt: 60%-100% Money Market Instruments: 0% - 40%	Low
Stability Plus Money Fund SFIN: ULIF02322/02/17STAPLUMONF130	To provide long term absolute total return through investing across a diversified high quality debt portfolio.	Debt: 55%-100% Money Market Instruments: 0% - 20% Equities: 0%-25%	Moderate
Emerging Equity Fund SFIN: ULIF02507/04/23EMERGINGEQ130	To provide long term capital appreciation through investing in a portfolio of mid cap companies	Debt: NA Money Market Instruments: 0% - 35% Equities: 65-100%	High

Note:

a) Growth Opportunities Plus Fund, Grow Money Plus Fund, Save'n'grow Money Fund, Build India Fund, Steady Money Fund, Safe Money Fund and Stability Plus Money Fund, Emerging Equity Fund are the names of the Investment Funds and do not in any manner indicate the quality of the Investment Funds, their future prospects or returns.
b) Although the asset allocations of Growth Opportunities Plus Funds and Grow Money Plus Funds are the same, the investment objectives of these funds are different.
c) Investments in the Investment Funds are subject to market and other risks and the achievement of the Objective of any of the Investment Funds cannot be assured.
d) The Company may from time to time change the asset portfolio Allocation in the existing Investment Funds with the approval of the Insurance Regulatory and Development Authority of India (IRDAI).

The Company shall also maintain a Discontinued Policy Fund that comprises of the fund values of all the Policies that have been discontinued and will earn a minimum interest computed at a rate specified by IRDAI from time to time which is currently 4% pa. If the Company earns higher than 4% on Discontinued Policy Fund, that will also be credited to Discontinued Policy Fund. The Discontinued Policy Fund shall be a unit fund with the following asset categories:

Assets	Discontinued Policy Fund SFIN: ULIF02219/01/2011DDISCONTLF130
Money market Securities	0%-40%
Government Securities	60%-100%

The excess income earned in the Discontinued Policy Fund over and above the minimum guaranteed interest rate shall also be apportioned to the Discontinued Policy Fund. The proceeds from the Discontinued Policy Fund shall be payable only upon completion of Lock-in Period. However, in case of death of the Life Insured, the proceeds of the Discontinued Policy Fund shall be payable immediately to the Nominee.

You can, through a secured login, access the value of policy wise units held by you in the format as per Form D02 prescribed under IRDAI (Investment) Regulations, 2016.

D. Investment Strategy

At Inception of Policy, the Policyholder may also choose to allocate the premium/s in one of the Investment strategies as per the conditions of the Product, with a maximum of two Investment strategies being available. If the Policyholder has opted for any one of the Investment Strategies then the Policyholder cannot opt for the other.
The two strategies available are as follows:

Dynamic Fund Allocation:

1. This Strategy can only be chosen at inception of Policy.
2. In case this strategy is chosen at inception, the 1st Premium and subsequent premiums will be allocated (after deducting Premium Allocation Charges) to Grow Money Plus Fund.
3. During the last 5 years of the Policy Term, the funds will automatically be allocated between Grow Money Plus Fund and Steady Money Fund.
4. The Company will automatically allocate the monies between Grow Money Plus Fund and Steady Money Fund, from the end of 5th year before the Maturity Date, in a pre-determined manner as described below through switching units in the respective fund:

Year	Existing Funds	
	Grow Money Plus Fund (Equity Fund)	Steady Money Fund (Debt Fund)
(PT-5) yr	80%	20%
(PT-4) yr	75%	25%
(PT-3) yr	70%	30%
(PT-2) yr	50%	50%
(PT-1) yr	0%	100%

5. You may opt out of the Dynamic Fund Allocation option during the Policy Term by giving the Company prior written request, in which case this option will cease to be effective from the Policy Anniversary following the receipt of the request. In such instances, the existing funds shall continue to remain in the vested funds and new Premium amounts will be allocated basis the funds and proportion chosen at inception. i.e. 100% in the Grow Money Plus Fund, unless specified otherwise by the Policyholder in the written request.
6. Once the Policyholder has opted out, then the Policyholder shall not be permitted to recommence the Dynamic Fund Allocation option during the Policy Term.
7. While Dynamic Fund Allocation is operational Switching in or out of the Steady Money Fund will cause the Dynamic Fund Allocation to cease. Dynamic Fund Allocation will continue to be active in Reduced Paid-Up status.
8. The Company will not levy any switching charge for the operation of the Dynamic Fund Allocation strategy.

Systematic Transfer Plan (STP)

1. This Strategy can only be chosen at inception of Policy.
2. If the Systematic Transfer Plan is opted, then the Company will automatically allocate the premiums received (after deducting Premium Allocation Charges) to purchase Units in the Safe Money Fund. On each subsequent monthly anniversary, the Fund Value of [1/ (13 less month number in the Policy Year)] of the Units available at the beginning of the month] shall be switched to the Grow Money Plus Fund by cancelling Units in the Safe Money Fund, and purchasing Units in the **Grow Money Plus Fund** till the availability of Units in **Safe Money Fund**. For instance: Policy month 1: 1/(13-1)= 1/12th of the Units to be switched Policy month 2: 1/(13-2)= 1/11th of the Units to be switched Policy month 11: 1/(13-11)= 1/2 of the Units to be switched Policy month 12: 1/(13-12)= balance Units to be switched.
3. The Company will not levy any switching charges for the operation of the Systematic Transfer Plan.
4. You shall not be permitted to make partial withdrawals from the Safe Money Fund during the period when this option is in force.
5. You may opt out of the Systematic Transfer Plan during the Policy Term by giving the Company a prior written notice, in which case this option will cease to be effective from the next Monthly Policy Anniversary following the receipt of the request.

6) While STP is operational, you are not allowed to change your fund choice.
7) This strategy can be availed only on annual Premium payment mode and will be active during the Premium Payment Term chosen by you provided due Premium has been paid.
8) If due Premium is not received during the Grace Period, STP will cease to be operational.
9) The Premiums received after the expiry of Grace Period will be allocated entirely to the Grow Money Plus Fund unless otherwise specified by You.
10) If you give the request for Premium redirection or to change to monthly Premium payment mode then such request will make STP ineffective.
11) Once STP ceases to exist, your future Premiums will continue to be invested in the Grow Money Plus Fund chosen at the time of opting STP unless otherwise specified by you.

D. Investment Fund Addition

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

E. Switch amongst Investment Funds

There is an option available to the Policyholders to apply for Switch of Investment Fund/s from one Investment Fund to another through a Switch Application Form specified by the Company, subject to Policy being in force. The facility of Switch would be subject to the administrative rules of the Company, existing at the time of Your Switch application and will be applicable to all Premium Payment Term options. Switch of funds will be effected at a Unit Price declared on the date Your Switch application is received and accepted by the Company before 3.00 p.m. and on the next day's Unit Price declared if the application is received and accepted at the Company after 3.00 p.m. The Policyholder is entitled to make any number of Switches in a Policy Year free of charge. The minimum investment in any allocated fund should not be less than 5% of the Fund Value at the time of allocation, However, there is no minimum amount of transaction.

F. Investment Fund Closure

The Company reserves the right to close any Investment Fund at any time by giving a three month written notice of its intention to close an Investment Fund and from the date of such closure t he Company will cease to create or cancel Units in the said Investment Fund ('Closing Investment Fund'). Closure of an Investment Fund shall be subject to prior approval of IRDAI and will follow the guidelines issued by IRDAI from time to time. The Company will require the Policyholder who has invested in the Closing Investment Fund to replace it with another Investment Fund/s ('Replacing Investment Fund') before the date specified in the written notice of The Company. Upon receiving the notice from the Policyholder, Units in the Closing Investment Fund allocated to this Policy will be cancelled on the last Valuation Date of the Closing Investment Fund. The Company will replace the Closing Investment Fund with the Replacing Investment Fund/s chosen by the Policyholder, by creating Units in the Replacing Investment Fund/s, with proceeds from the cancellation of Units in the Closing Investment Fund on the last Valuation Date of the Closing Investment Fund.

If The Company has not received valid notice from the Policyholder for modification of the Investment Fund Allocation by the time of closure of the Investment Fund, the Company will:

- Switch the funds from the Closing Investment Fund to the 'Stability Plus Money Fund'. This switch will be free of charge.
- Change the Investment Fund Allocation in such a way that the percentage allocated to the Closing Investment Fund is added to the percentage allocated to the 'Stability Plus Money Fund'.

G. Risks of investments

Investments in any of the Investment Funds are subject to the following, amongst other risks:
• The Unit Price of any Investment Fund may increase or decrease as per the performance of the financial markets.
• The past performance of these or other Investment Funds of the Company do not indicate the future performance of these Investment Funds.
The investment risk in investment portfolio is borne by the Policyholder

2. POLICY CHARGES

Applicable taxes on Policy Charges as per prevailing regulations will be levied at the prevailing rates.

A. Premium Allocation Charge

The balance allocation amount after deduction of premium allocation charge will be utilized to purchase Units for the Policy in accordance with the Investment Fund Allocation mentioned by the Policyholder.
The allocation charge is as per the tables below:

Policy Year	% of Annualised Premium
1	2%
2	6%
3	6%
4	5.5%
5	5.5%
6	5.5%
7	4.5%
8	4.5%
9	3.5%
10	3.5%

B) Policy Administration Charge

This charge shall represent the expenses other than those covered by the fund management expenses. This monthly charge as a percentage of premiums chosen at Date of Inception of Policy will be deducted by cancellation of Units at the prevailing Unit Price on the corresponding Policy date in each Policy month.

The monthly Policy Administration Charge is 0.0625% as a percentage of Annualized Premium.

The Policy administration charge is subject to a maximum of Rs 500 per month.

These charges are exclusive of applicable taxes.

C. Fund Management Charge

Fund Management Charge will be charged by adjustment of the Unit Price on the Investment Fund/s on each Valuation Date. This is a charge levied as a percentage of the value of assets and shall be appropriated by adjusting the Net Asset Value. This is a charge levied at the time of computation of NAV, which is usually done on daily basis.

Fund	Fund Management Charge (as a % of Fund Value)
Growth Opportunities Plus Fund	1.35% per annum
Grow Money Plus Fund	1.35% per annum
Build India Fund	1.35% per annum
Save'n'grow Money Fund	1.25% per annum
Steady Money Fund	1.00% per annum
Safe Money Fund	1.00% per annum
Stability Plus Money Fund	0.80% per annum
Emerging Equity Fund	1.35% per annum
Discontinued Policy Fund	0.50% per annum

The FMC for a fund may be revised subject to prior approval from the IRDAI.

The above charges (except for Discontinued Policy Fund) will not exceed the maximum cap prescribed by IRDAI which is currently 1.35% p.a.

The fund management charges for Discontinued Policy Fund will not exceed the maximum cap prescribed by IRDAI which is currently 0.50% pa.

These charges are exclusive of applicable taxes.

D. Mortality Charge

This charge is levied to provide the life insurance benefit. This charge is applied on the Sum at Risk (as defined below) and is deducted from the Policy Fund Value on the Policy date in each Policy month. The annual charge per thousand of Sum at Risk will be based on the attained Age of the Life Insured, age last birthday.

Sum at Risk is defined as the higher of excess of Death Benefit over Policy Fund Value as on the corresponding Policy Date in the Policy Month and zero. For Policy in paid up status, the Sum at Risk is defined as the higher of excess of paid up Death Benefit over Policy Fund Value as on the corresponding Policy Date in the Policy Month and zero.

The rates of mortality charges are guaranteed to remain the same during the policy term. These charges are exclusive of Taxes.

The charge is 84.5% of Indian Assured Lives Mortality (IALM) (2012 – 14).

This charge is applied on per 1000 Sum at Risk. Mortality rates are as follows.

Mortality Rates* Per 1000 sum at risk per annum			
Age	**Mortality Charge**	**Age**	**Mortality Charge**
0	0.77	50	3.75
1	0.77	51	4.19
2	0.77	52	4.68
3	0.39	53	5.21
4	0.22	54	5.77
5	0.15	55	6.34
6	0.12	56	6.93
7	0.12	57	7.54
8	0.14	58	8.15
9	0.17	59	8.78
10	0.22	60	9.43
11	0.28	61	10.11
12	0.36	62	10.84
13	0.44	63	11.63
14	0.51	64	12.49
15	0.58	65	13.46
16	0.65	66	14.53
17	0.70	67	15.74
18	0.73	68	17.10
19	0.76	69	18.62
20	0.78	70	20.32
21	0.78	71	22.23
22	0.79	72	24.36
23	0.79	73	26.73
24	0.78	74	29.36
25	0.78	75	32.29
26	0.78	76	35.54
27	0.78	77	39.13
28	0.79	78	43.11
29	0.80	79	47.51
30	0.82	80	52.37
31	0.84	81	57.74
32	0.88	82	63.67
33	0.91	83	70.20
34	0.96	84	77.40
35	1.01	85	85.32
36	1.07	86	94.04
37	1.14	87	103.61
38	1.22	88	114.10
39	1.31	89	125.59
40	1.41	90	138.16
41	1.53	91	151.86
42	1.66	92	166.78
43	1.81	93	182.98
44	1.98	94	200.52
45	2.17	95	219.45
46	2.40	96	239.82
47	2.67	97	261.66
48	2.98	98	284.98
49	3.34	99	309.80

*There is a 3-year setback for female lives

E) Discontinuance Charge

The Discontinuance Charge is levied on the Unit Fund when the Policyholder opts for complete Surrender or Discontinuance of the Policy.

The Discontinuance charge will be applicable basis the Policy Year of Surrender/Discontinuance, as follows:

Year of Discontinuance of Premium/Surrender	Charges for the policies having annualized Premium up to Rs. 50,000/-	Charges for the policies having annualized Premium above Rs. 50,000/-
1	Lower of a)20% of annualized premium b) 20% of fund value c) Rs. 3,000	Lower of a)6% of annualized premium b) 6% of fund value c) Rs. 6,000
2	Lower of d)15% of annualized premium e) 15% of fund value f) Rs. 2,000	Lower of a)4% of annualized premium b) 4% of fund value c) Rs. 5,000
3	Lower of a) 10% of annualized premium b) 10% of fund value c) Rs. 1,500	Lower of a)3% of annualized premium b) 3% of fund value c) Rs. 4,000
4	Lower of a) 5% of annualized premium b) 5% of fund value c) Rs. 1,000	Lower of a)2% of annualized premium b) 2% of fund value c) Rs. 2,000
5 and onwards	Nil	Nil

F. Revision of Policy Charges

The Company may at any time revise the below mentioned charge to the maximum limit as indicated, subject to prior approval from Insurance Regulatory and Development Authority of India (IRDAI):

Fund Management Charge: The maximum charge for all funds (except Discontinued Policy Fund) shall not exceed the cap as prescribed by IRDAI which is currently 1.35% p.a.

The fund management charges for Discontinued Policy Fund will not exceed the maximum cap prescribed by IRDAI which is currently 0.50% p.a.
These charges are exclusive of Taxes.

1. Force Majeure

a. The Company shall value the Funds (SFIN) on each day for which the financial markets are open. However, the Company may value the SFIN less frequently in extreme circumstances external to the Company i.e. in force majeure events, where the value of the assets is too uncertain. In such circumstances, the Company may defer the valuation of assets for up to 30 days until the Company is certain that the valuation of SFIN can be resumed.

b. The Company shall inform IRDAI of such deferment in the valuation of assets. During the continuance of the force majeure events, all requests for servicing the policy including policy related payment shall be kept in abeyance.

c. The Company shall continue to invest as per the fund mandates submitted in Part E Section 1 above. However, the Company shall reserve its right to change the exposure of all or any part of the Fund to Money Market Instruments in circumstances mentioned under points (a and b) above. The exposure to of the fund as per the fund mandates submitted in Part E Section 1 shall be reinstated within reasonable timelines once the force majeure situation ends.

d. Few examples of circumstances as mentioned [in point 3 (a & b) above] are:

   i. When one or more stock exchanges which provide a basis for valuation of the assets of the fund are closed otherwise than for ordinary holidays.

   ii. When, as a result of political, economic, monetary or any circumstances which are not in the control of the insurer, the disposal of the assets of the fund would be detrimental to the interests of the continuing Policyholders.

   iii. In the event of natural calamities, strikes, war, civil unrest, riots and bandhs.

   iv. In the event of any force majeure or disaster that affects the normal functioning of the Insurer.

e. In such an event, an intimation of such force majeure event shall be uploaded on the Company's website for information.

PART F

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 Annexure-IV for reference]***

2. Claims

The Company would require the following primary documents in support of a claim at the stage of claim intimation under the Policy:

For Maturity Benefit:
Claimant's Statement, KYC Documents and personalized cancelled cheque of the Claimant or beneficiary, acceptable to the Company.

For Death Benefit (other than death due to Accident/natural death): the original Policy (entire booklet), Death Certificate of the Life Insured. Claimant's Statement and KYC Document & copy of cancelled cheque or bank passbook of Nominee or beneficiary, acceptable to the Company and Copy of medical records pertaining to treatment taken by the insured such as admission notes, discharge / death summary, test report etc. in case of hospitalization.

For Death Benefit (death due to Accident/Unnatural death): First Information Report (FIR) and Post Mortem report is required in addition to the documents required for Death Benefit (other than death due to Accident/ natural death) as mentioned above.

The Company is entitled to call for additional documents, if in the opinion of the Company such additional documents are warranted to process the claim.

Easy ways of claim intimation

i) Walk in to your nearest Bharti AXA Life Branch
ii) Call us Toll Free: 1800-102-4444*
iii) Intimate Online through Claims Portal: https://online.bhartiaxa.com/OnlineClaims
iv) E-mail us: lifeclaims@bhartiaxa.com
v) Submit online claim through our website www.bhartiaxa.com

*Claims intimated through these modes will be considered as verbal intimation. Claim will be formally registered only when written intimation is received at branch or directly to Claims team at Service Office.

3. Misstatement of Age and Gender

i) If the correct Age of the Life Insured is different from that mentioned in the proposal form, the Company will assess the eligibility of the Life Insured for the Policy in accordance with the correct Age of the Life Insured.

ii) If on the basis of correct Age, the Life Insured is not eligible for the Policy, the Policy shall be cancelled immediately by refunding the premium received by the Company under the Policy as per the provisions of Section 45 of Insurance Act as amended from time to time.

iii) If the Life Insured is eligible for the Policy as per his / her correct Age, then the Company will calculate the applicable charges basis the correct Age of Life Insured and will accordingly adjust the Fund Value / Coverage Sum Assured.

4. Assignment and Nomination

Assignment: Assignment shall be in accordance with the provisions of sec 38 of the Insurance Act 1938 as amended from time to time.
[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure-(II) for reference]

Nomination: Nomination shall be in accordance with the provisions of sec 39 of the Insurance Act 1938 as amended from time to time.
[A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in annexure – (III) for reference]

5. Vesting of Ownership

In case the Life Insured is a minor, the ownership of Policy will automatically vest on the Life Insured on attainment of majority. The minimum maturity age for minor life assured shall be at least 18 years. For minor lives, the risk commences immediately on the date of inception of the policy.
For major lives, Policyholder cannot be different from Life Assured.

6. Incorrect information and Non-Disclosure

The Policyholder and the Life Insured under the Policy have an obligation to disclose every fact material for assessment of the risk in connection with issuance of the Policy.
In case of fraud, misrepresentation and suppression of material facts the Policy contract shall be treated in accordance with the Section 45 of the Insurance Act,1938 as amended from time to time.

7. Issuance of duplicate Policy:

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

8. Legislative Change:

The Terms and conditions under this Policy are subject to variation in accordance with the relevant Legislation & Regulations.

9. Taxation:

The tax benefits, if any, on the 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 Policy. The Company reserves the right to recover statutory levies including applicable taxes by way of adjustment of the premiums paid by the Policyholder.

10. Notices:

Any notice to be given to the Policyholder under the Policy will be issued by post or electronic mail or telephone facsimile transmission to the latest address/es/fax number/email of the Policyholder available in the records of the Company.
Any change in the address of the Policyholder should be informed to the Company so as to ensure timely communication of notices and to the correct address. Kindly refer to Part G Section 1 of the Bond for intimating about the change in existing details.

11. Currency and Place of Payment

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

12. Mode of communication

The Company and the Policyholder may exchange communications pertaining to the Policy either through normal correspondence or through electronic mail and the Company shall be within its right to seek clarifications / to carry out the mandates of the Policyholder on merits in accordance with such communications. While accepting requests / mandate from the Policyholder through electronic mail, the Company may stipulate such conditions as deemed fit to give effect to and comply with the provisions of Information Technology Act 2000 and/ or such other applicable laws in force from time to time.

13. Governing Laws & Jurisdiction

The terms and conditions of the Policy Document shall be governed by and shall be subject to the laws of India. The parties shall submit themselves to the jurisdiction of the competent court/s of law in India in respect of all matters and disputes which may arise out of in connection with the Policy Document and / or relating to the Policy.

14. Term used and its meaning

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

PART G
Policy Servicing and Grievance Handling Mechanism

1. **Customer Service**
   You can seek clarification or assistance on the Policy from the following:
   • The nearest branch office
   • 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
   • Email: service@bhartiaxa.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.bhartiaxa.com
   • Call us at our toll free no. 1800-102-4444
   • Email us at complaints.unit@bhartiaxa.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@bhartiaxa.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 of India (IRDA of India) on the following contact details:

   Integrated Grievance Management System (IGMS)
   TOLL FREE NO:
   1800 4254 732 or 155255
   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 – 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, if it pertains to the following:
   - Delay in settlement of claim
   - Partial or total rejection of claim
   - Dispute with regard to premium
   - Misrepresentation of policy 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 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 here in above.

   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 insurer 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 Insurer; or
   • The complainant had not received any reply within a period of one month after the Insurer received his representation; or
   • the complainant is not satisfied with the reply given to him by the insurer.

   For informative purpose and for Your ready reference, the relevant clause/s of the Insurance Act,1938 as amended from time to time are reproduced below:

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

1) "No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer:

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 policy 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 counsellor 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.

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.

List of Ombudsman
(For the updated list You may refer to IRDA of India Website)

Address & Contact Details of Ombudsman 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

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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	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahemdabad- 380 001	Tel: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078	Tel No: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, 1st Floor of LIC Zonal Office Building, Jeevan Shikha, 60-B, Hoshangabad Road, (Opp Gayatri Mandir) Bhopal 462011	Tel.:- 0755-2769201, 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.	Tel.:- 0674-2596455/2596461, Email: bimalokpal.bhubaneswar@cioins.co.in	odisha
CHANDIGARH	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 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, S.S. Road, GUWAHATI - 781001 (ASSAM)	Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman,Jeevan Nidhi – II Bldg., Gr. Floor,Bhawani Singh Marg,Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,4, C.R. Avenue, Kolkatta - 700 072	Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
MUMBAI	Office of the Insurance Ombudsman,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar,	Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, hahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
PATNA	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, PATNA - 800 001.	Tel.: 0612- 2547068 Email: bimalokpal.patna@cioins.co.in	Bihar,Jharkhand

BEWARE OF SPURIOUS PHONE CALLS AND FICTITOUS//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

Annexure 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 there of 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 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 assigne 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) Act, 2015 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.]

Annexure 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 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) Act, 2015 (i.e 23.03.2015).
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) Act, 2015, 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. Policyholders are advised to refer to Original Gazette Notification dated March 23 , 2015 for complete and accurate details.]

Annexure IV: 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 Poııcy or
    b. the date of commencement of risk or
    c. the date of revival of Policy or
    d. the date of rider to the Policy whichever is later.

    For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
    a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
    b. The active concealment of a fact by the insured having knowledge or belief of the fact;
    c. Any other act fitted to deceive; and
    d. Any such act or omission as the law specifically declares to be fraudulent.
04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) 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.]