

## BHARTI AXA LIFE INSURANCE COMPANY LIMITED

Registered Office: Unit No. 601 & 602, 6th floor, Raheja Titanium, Off Western Express Highway, Goregaon (E), Mumbai 400063. Tel: +91-22-40306300 Fax: +91 22 40306347  
Website: [www.bharti-axalife.com](http://www.bharti-axalife.com). Regn No.:130

### Policy Document Bharti AXA Life Jan Suraksha

Name of Policyholder	XXXXXX
Policy Number	<XXXX>
Policy Effective Date	<<XXXX>>
Mode of Premium Payment	Single Premium
Place and Date of Issue	Mumbai, India <<Date>>

Bharti AXA Life Jan Suraksha, a yearly renewable group term life insurance policy ("the Policy") is issued by Bharti AXA Life Insurance Company Limited ("the Company") pursuant to the proposal of XXXX ("the Policyholder") dated MM\DD\YYYY and in consideration of payment of Premiums as set out in the Policy.

The Policy has been effected on the Lives Insured based on the proposal form, and the statements, information, data and evidence furnished by the Policyholder and receipt of Coverage Premiums from the Policyholder.

The Company agrees to provide the Coverage/(s) and pay Benefit(s) in accordance with the terms of the Policy.

The proposal together with the statements, information, data and evidence, already furnished or to be furnished and leading to the effecting of the insurance hereunder, giving all the variations in the particulars of the Lives Insured in so far as such variations have any bearing on the insurance effected from time to time, shall be and are hereby declared to be the basis of the Policy.

The terms printed on this and the following pages along with the Schedule as existing on the date of issue of the Policy and as attached herewith and any endorsements placed on the Policy form part of the Policy.

**Authorized Signatory**  
**Bharti AXA Life Insurance Company Limited**

## I. DEFINITION

**“Age”** means the age at last birthday, in completed years attained by the Life/ (ves) Insured as on the Issue Date of the Policy.

**“Beneficiary/ (ies)”** means the individual/(s) nominated by the Life Insured to receive the Benefit. In the case of Coverage on joint lives insured, the term “Beneficiary” shall mean the surviving Life Insured.

**“Benefits”** means the Death Benefit.

**“Certificate of Insurance”** means a statement evidencing the Coverage of the Life Insured under the Policy, subject to the terms and conditions of the Policy

**“Coverage”** means the life insurance affected in respect of each Life Insured under the Policy.

**“Coverage Expiry Date”** means the date on which the Coverage in respect of a Life / (ves) Insured comes to an end.

**“Coverage Premium”** means the premium payable by the Policyholder to the Company to effect the Coverage in respect of each Life Insured under the Policy.

**“Coverage Term”** means the period of Coverage for which the Life Insured is covered under the Policy, commencing from the Issue date of the policy to the Termination Date of Policy.

**“Death Benefit”** means the benefit payable on the death of the Life insured while the Coverage is in force.

**“Effective Date of Coverage”** means the date of commencement of Coverage in respect of a Life Insured under the Policy pursuant to the provision on Commencement of Coverage under Section II

**“Individual(s)”** shall deem to mean only natural person(s) and not any other entity juristic, legal or otherwise

**“Issue Date”** means the date of issue of Policy.

**“Life/(ves) Insured”** means the individual including spouse (as applicable), who has/have been granted and is/are in receipt of the proceeds of the loan from the Policyholder and whose Coverage is in effect under the Policy and whose name appear in the list of life/(ves) insured available with the Company as having been covered under the Policy.

**“Policy”** means the Bharti AXA Life Jan Suraksha which is a Yearly renewable Group term life insurance product issued to the Policyholder for securing the payment of the Benefits to the Lives Insured.

**“Policyholder”** means XXX, the holder of the Policy.

**“Policy Effective Date”** means the date of commencement of the Policy.

**“Termination Date of Coverage”** means in respect of each Life Insured, the date on which the Coverage of the Life Insured ceases under the Policy for reasons mentioned in the Section on Termination of Coverage in this Policy.

“**The Company**” means Bharti AXA Life Insurance Company Limited.

## **II. GENERAL PROVISIONS**

### **(A) Non-participating Policy**

The Policy is not entitled to participate in the distribution of surplus that may be declared by the Company from time to time.

### **(B) Eligibility conditions**

An individual shall be eligible to be covered under the Policy on the fulfillment of the following conditions:

1. She/he has is a member of the institution and/or has an outstanding loan due to the Policyholder as on the date of admission of Coverage under this Policy;
2. She/he has attained the age of 18 years but not exceeded 59 years;
3. She/he has opted for Coverage of not more than Rs XXXX as on the Issue Date.

### **(C) Proof of age**

The Coverage Premium in respect of a Life Insured is calculated based on the Age of the Life Insured recorded in the list of Lives Insured. The Company may require proof of age as per the standard age proofs prescribed by the Company in respect of Lives Insured. If an incorrect Age is provided in respect of a Life Insured, the Company will adjust the Coverage and the Coverage Premium, based on the correct age of the Life Insured. If the Life Insured's actual age is such that it would have made the Life Insured ineligible for the Coverage, then the Company reserves the right, at its discretion, to take such action as it deems fit, including termination of the Coverage and forfeiture of Coverage Premium received in respect of such Life Insured.

### **(D) Disclosures - section 45 of the Insurance Act, 1938**

The Policy has been issued and the Coverages herein have been granted on the representation of the Policyholder that the Policyholder and to the best of the knowledge of the Policyholder, Lives Insured have made and/or have caused to be made full disclosures of all relevant facts and circumstances. Any concealment, non-disclosure, misrepresentation or fraud shall render the Policy and the Coverages herein liable for termination and/ or voidable at the option of the Company and also forfeiture of the Coverage Premium(s) received, at the discretion of the Company.

No Policy or Coverage shall, after the expiry of two years from the date on which it was effected, be called in question by the Company on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy or grant of Coverage/(s), was inaccurate or false, unless the Company shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder/Life Insured and that the Policyholder/Life Insured knew at the time of making it that the statement was false or that the Policyholder/Life Insured suppressed facts which were material to disclose.

### **(E) Commencement of Coverage**

1. Coverage in respect of all eligible individuals to be insured will commence with effect from the Issue Date subject to receipt of all the particulars of the proposed Life Insured as per the prescribed format provided by the company and realization of the premium cheque.

### **(F) Data and information**

1. The Policyholder shall furnish to the Company all such data, information and evidence as the Company may reasonably require in writing with regard to any matter with regard to or affecting the Coverages effected or to be effected under the Policy and the Company shall not be liable for any action taken in good faith upon any data, information or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate.
2. The Policyholder shall maintain the data, information, evidence pertaining to the list of Life/(ves) Insured to calculate the Coverage Premiums and to ensure that the terms of the Policy are fulfilled along with the data, information and evidence on the list of Beneficiaries. Such data and information (in original or notarised photostat copies thereof) available with the Policyholder as have a bearing on the Coverages hereunder shall be open for inspection by the Company on prior written notice and during normal working hours of the Policyholder.
3. The Policyholder shall indemnify for any loss, liability, damages that may arise to the Company on account of delay in or not providing of information, providing incorrect/false information to the Company at any stage including at the time of claim for the Benefit.
4. In the event the Company is required to honour a claim in respect of an individual who does not meet eligibility condition - then the Policyholder shall indemnify the Company for any and all costs, penalties, expenses, damages, fees (including any lawyer's/advocate's/ attorney's fees) in respect of such a claim.
5. The Parties hereby represent and warrant that till the Coverages are in force, neither of them shall violate provisions of any applicable laws, nor do or cause to be done any act which may be detrimental, prejudicial and /or in violation of the terms hereof. The Parties further agree to indemnify and hold the other Party harmless from all losses, claims, damages, costs, penalties, etc. of any kind to which it may be subjected due to any breach or non-compliance of any of the terms of this Agreement.

### **(G) Place and currency**

The Coverage/s effected hereunder shall be expressed in Indian Rupees. All moneys payable to or by the Company under the Policy shall be made in India and in Indian Rupees.

### **(H) Free look option**

If the Life Insured disagrees with any of the terms of the Policy/Coverage, the Life Insured may, within fifteen (15) days of the Effective Date of Coverage, by written communication addressed to the Policyholder or Company, seek to cancel the Coverage under the Policy whereon the Company shall refund to the Policyholder, the Coverage Premium inclusive of Service Tax paid in respect of the said Coverage after deduction of stamp duty and underwriting expenses incurred by the Company in issuing the Coverage.

## **(I) Grievance Redressal procedure**

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

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

Contact No: Toll Free no.: 1800 102 4444  
Email ID: [complaints.unit@bharti-axalife.com](mailto:complaints.unit@bharti-axalife.com)  
[www.bharti-axalife.com](http://www.bharti-axalife.com)

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

Complaint Redressal Officer

Contact No: Toll Free no.: 1800 102 4444  
Email ID: [cro@bharti-axalife.com](mailto:cro@bharti-axalife.com)

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

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

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

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

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

A detailed list of all ombudsmen is provided in Annexure I attached along with this Policy.

## **(J) Customer Service**

All communication in relation to the Policy shall be addressed to any of the following:

Department:	Customer Service
Registered Office:	6 <sup>th</sup> floor, Unit no. 601 & 602, Raheja Titanium, Off Western Express Highway, Goregaon (E), Mumbai 400 063
Website:	<a href="http://www.bharti-axalife.com">www.bharti-axalife.com</a>
E-mail:	<a href="mailto:service@bharti-axalife.com">service@bharti-axalife.com</a>

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Toll Free no.: 1800 102 4444  
Fax: 022-40306347

### III. COVERAGE PREMIUM

The Coverage Premium for the Coverage in respect of each Life Insured will be determined by the Company on the basis of:

- premium rates established by the Company and detailed in the Schedule I to the Policy and
- the list of Lives Insured consisting of such information as required by the Company.

The Policyholder shall be solely responsible for remitting the Coverage Premium in respect of each Life Insured while the Policy is in effect and shall ensure prompt remittance of the Coverage Premiums in one lump sum to the Company along with a statement providing additions and deletions to the list of Lives Insured in the format prescribed by the Company.

### IV. BENEFITS

The Benefits payable under the Policy to the Beneficiary/ (ies) are as under:

**Death Benefit:** In the event of death of the Life Insured and in the case of Coverage on joint lives insured, the death of either of the joint Lives Insured (proved to the satisfaction of the Company), while the Coverage is in force, the Death Benefit shall be payable by the Company to the Beneficiary of the Life Insured.

On the payment of the Benefits under the Coverage, the Coverage provided to the Life Insured under the Policy would terminate and all liability of the Company in respect of the coverage would stand extinguished.

The maximum benefit per life insured will not exceed Rs. XXXX.

### V. PROCEDURE FOR REGISTERING AND PAYMENT OF CLAIMS

1. On the death of the Life Insured, the Beneficiary will give written notice and proof of claim to the Policyholder in respect of the Life Insured.
2. The Beneficiary shall provide the following primary documents along with the written notice for processing the claim:
  - Copy of Death Certificate duly verified with the original Death Certificate with signature of the authorized official of the Policyholder with name and employee number;
  - Death Claim Form (to be submitted by the Policyholder);
  - Any other documentation that the Company may consider as material and relevant to the claim
3. The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of the claim.
4. The Company shall draw a cheque or draft for payment of Death Benefit in favour of the Policyholder and forward it to the Policyholder. The Policyholder shall set-off the Death Benefit amount against the principal outstanding loan amount of the Life Insured and

shall pay the Beneficiary, the balance amount, if any. The Policyholder shall indemnify and keep indemnified the Company for any claim, damages, losses arising out of negligence, error, delay, short payment or non-payment of the claim monies by the Policyholder to the Beneficiary/ (ies).

5. A communication received via electronic mode in the format agreed upon between the Company and Policyholder, confirming receipt of payment of Benefit(s) shall be construed as a good, valid, sufficient and conclusive discharge of all liabilities of the Company in respect of any payment of Benefit/(s) to be made under the Policy.

## VI. EXCLUSIONS

The payment of Benefits is subject to the following exclusions:

**Suicide** - If a Life Insured whether medically sane or insane, commits suicide within 12 months from the date of inception of the Policy, the Coverage of the Life Insured shall terminate and the Company shall be entitled to pay at least 80% of the premiums paid to the nominee of the Life Insured.

## VII. TERMINATION OF COVERAGE

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

Event 1	End of Policy Term i.e.: One year from Issue Date
Event 2	Date of the death of the Life Insured during the Coverage Term (and in the case of Coverage on joint Lives Insured, the date of death of any one of the joint Lives Insured during the Coverage Term)
Event 3	Cancellation of Coverage by Policyholder by exercising the free look option
Event 4	Date of receipt of request for termination of the Coverage by the Policyholder on submission of a written request to the Company in the event of termination of relationship between Policyholder and Life Insured post the free look period
Event 5	Foreclosure of the loan by Life Insured

On the occurrence of the above events, the following shall be applicable as mentioned against respective event numbers:

Event 1	The Company shall cease to pay the Benefits falling due after the policy term under the Policy in respect of the Life Insured
Event 2	The Company shall pay the Death Benefit to the Beneficiary as per Section IV or on admissibility of claims.
Event 3	The Company shall pay the amount to the Policyholder as per Section II (H) (Free Look Option)
Event 4	No benefit shall be payable
Event 5	No benefit shall be payable

## VIII. SURRENDER OPTION

No surrender option is available to the policyholder. Also, no surrender value is payable to the Policyholder.

## IX. CLOSURE OF POLICY TO NEW MEMBERS

The Policy will remain in effect unless otherwise closed to new members in the manner set out below:

**By the Policyholder:** The Policyholder will be entitled to close the Policy at any time by providing written notice to the Company stating its intent to terminate the Policy, in which case the Policy will close to new members on the later of:

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

**By the Company:** The Company may close this Policy to new members:

- On any date after giving 90 days' written notice to the Policyholder; or
- On any date if required by legislation.

The Policyholder and the Company shall continue to fulfill their obligations until there are no Coverage/(s) effective under the Policy as mentioned in Section II (Data and Information) or ten years from the date of closure, whichever is earlier.

On closure of the Policy either by the Policyholder or by the Company and during the notice period, no new individuals shall be admitted as Lives Insured under the Policy. The Coverage of the existing Lives Insured shall continue as per their respective Coverage Terms under the Policy.

## **X VARIATIONS TO THE POLICY**

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

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

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

## **XI. LEGAL PROVISIONS**

### **Policyholder's acts binding on Life Insured**

The Policyholder will act for and on behalf of the Life Insured in any matter relating to the Policy and Coverages.



**Principal to principal relationship**

Both the parties will act as independent service providers.

**Loans**

The Policyholder or the Life Insured will not be entitled to any loan under the Policy.

**Governing Laws and jurisdiction**

The Policy is subject to the applicable legislations prevailing in India. All disputes of any kind whatsoever which may arise under or in connection with the Policy shall be subject to the jurisdiction of the courts in Mumbai.

**Taxation**

1. The tax benefits under the Policy would be as per the prevailing provisions of the tax laws from time to time and are subject to change.
2. In any case where the Company is liable to account to the revenue authorities for any taxes or duties or cesses under the Policy, the Company shall deduct such sums from the respective payment and the Company shall not be liable to the Life Insured or the Policyholder for the sums so deducted.

Annexure I- List of Ombudsman

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	Shri Amitabh, Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014.</b> Tel.: - 079-27546840 Fax : 079-27546142 Email <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Shri N.A. Khan, Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL(M.P.)-462 023.</b> Tel.: - 0755-2569201 Fax : 0755-2769203 Email <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Shri S.K. Dhal, Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel.: - 0674-2596455 Fax : 0674-2596429 Email <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <b>CHANDIGARH-160 017.</b> Tel.: - 0172-2706468 Fax : 0172-2708274 Email <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri V. Ramasaamy	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018.</b> Tel.: - 044-24333668 /5284 Fax : 044-24333664 Email <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

NEW DELHI		Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b><u>NEW DELHI-110 002.</u></b> Tel.: - 011-23239633 Fax : 011-23230858 Email <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajashthan
GUWAHATI	Shri Sarat Chandra Sarma	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b><u>GUWAHATI-781 001 (ASSAM).</u></b>  Tel.: - 0361-2132204/5 Fax : 0361-2732937  Email <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri K. Chandrahas	Shri K Chandrahas Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b><u>HYDERABAD-500 004.</u></b> Tel : 040-65504123 Fax: 040-23376599  Email <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Shri James J. Muricken, Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b><u>ERNAKULAM-682 015.</u></b> Tel : 0484-2358759 Fax : 0484-2359336 Email <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA		Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 <sup>th</sup> Floor, <b><u>KOLKATA-700 001.</u></b> Tel : 033-22134866 Fax : 033-22134868 Email <a href="mailto:iombsbpa@bsnl.in">iombsbpa@bsnl.in</a>	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Shri M.S. Pratap, Insurance Ombudsman,	Uttar Pradesh and Uttaranchal

		<p>Office of the Insurance Ombudsman,  Jeevan Bhawan, Phase-2,  6<sup>th</sup> Floor, Nawal Kishore Road,  Hazaratganj,  <b><u>LUCKNOW-226 001.</u></b>  Tel : 0522 -2231331  Fax : 0522-2231310</p> <p>Email  <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a></p>	
MUMBAI	Shri S. Viswanathan	<p>Shri S Viswanathan  Insurance Ombudsman,  Office of the Insurance Ombudsman,  3rd Floor, Jeevan Seva Annexe,  S.V. Road, Santacruz(W),  <b><u>MUMBAI-400 054.</u></b>  Tel : 022-26106928  Fax : 022-26106052  Email  <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a></p>	Maharashtra , Goa

**Schedule I**

**Coverage Premium Rates exclusive of Service Tax for Individual Life: The Coverage Premium rate in Rupees per '000 is Rs. \_\_\_\_\_ :**

The maximum Coverage per Life Insured under this product will not exceed Rs 100,000.

The Life Insured will be charged Service tax at the rate as per the prevailing tax laws in addition to the Coverage Premium. The applicable service tax may vary from time to time as per prevailing tax laws.