

# POLICY BOND

## Bharti AXA Life eProtect

### 1. General & Definitions

Bharti AXA Life eProtect is a traditional non-participating pure term life insurance plan. Premium payable under the product will be calculated on the basis of the Sum Assured chosen, the age and gender of the Life Insured and whether Life Insured is a smoker or a non smoker. Only a duly authorized officer of the Company has the power to change the Policy as per the request of the Policyholder. Neither an agent nor anyone other than a duly authorized officer of the Company has the power to waive any of the rights or requirements of the Policy. Policyholder is bound by the information provided in the proposal form submitted electronically to the Company and this electronic submission shall have the same application and effect as a proposal form signed and/or marked in person. Any term not otherwise defined in this Policy bond shall have the meaning ascribed to it under Policy as defined hereunder.

#### Definitions

- (i) Policy means and includes the Policy Bond, the electronic submission of the proposal form for insurance, the Policy Specifications and any attached endorsements or supplements together with all the addendums provided by the Company from time to time, and any other document called for by the Company and submitted by You to enable it to process Your proposal.
- (ii) You/Your/Yours is and refers to the Policyholder and shall mean and include the Nominee, upon the death of the Life Insured,

### 2. Policy Benefits: Death Benefit

In case of unfortunate event of death of the Life Insured, during the Policy Benefit Period, provided the Policy is in effect, The Company will pay to the Nominee, the Sum Assured as specified in the Policy and the Policy will stand terminated.

**Family Care Benefit:** If the Life Insured has completed two policy years from the date of issuance of the policy or the date of latest reinstatement and has paid all due premiums, then an amount of Rs 100,000 will be paid to the nominee within 48 hours\*\* of the claim intimation, subject to submission of all relevant documents as mentioned in Section 7. Subsequently if the claim is settled, the balance sum assured (after deducting Rs 100,000), will be paid to the nominee.

\*\* Please Note the following conditions for the release of this amount:

- The Company shall release a cheque on intimation of death of Life Insured, in the nominee's name within 48 hours and it does not in any way indicate acceptance of any other policy liability.
- The 48 hour period shall be reckoned from the time all documents as mentioned in section 7 are submitted at the branch and acknowledged to the time the cheque is released in the nominee's name. However, while calculating 48 hours the intervening period on account of Saturdays, Sundays, Holidays declared by the Company and Public Holidays shall be excluded.
- For any claim intimation received on Saturdays, Sundays, Holidays declared by the Company and Public Holidays and on any working days after 3 p.m., the 48 hour period will be reckoned from 9 a.m. of the next working day
- Balance sum assured, will be released on a later date subject to claim being admitted by The Company and subject to the terms and conditions mentioned herein.
- Cases where the Claimant is other than nominee as per the Company records are excluded.
- In case of multiple policies of Bharti AXA Life eProtect held by a single individual, the advance lumpsum benefit will be restricted to Rs. 100,000 only.

The Policy shall stand automatically terminated on the survival of the Life Insured till the end of the policy tenure and no benefits shall be payable.

### 3. Grace Period

Grace period is the period, which shall be applicable to you to pay all the unpaid premiums, in case you do not pay Your premiums as on

the Premium Due date.

You get 30 days Grace Period to pay your due premiums, your benefits under the policy remain unaltered during this period.

In case of the death of the Life Insured during the grace period of 30 days allowed for payment of due premium, the Death Benefit less the unpaid due premium shall be payable and the Policy will be terminated.

### 4. Revival/Reinstatement of the Lapsed Policy

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

A Policy which has lapsed may be reinstated for full benefits subject to the following conditions;

- a) The application for reinstatement is made within two (2) years from the date of first unpaid premium
- b) Satisfactory evidence of insurability of the Life Insured is produced,
- c) Payment of an amount equal to all unpaid premiums together with interest at such rate as the Company may charge for such Reinstatement, as decided by the Company from time to time.
- d) Terms and conditions as may be specified by the Company from time to time.

In case of death of the Life Insured during the reinstatement period, No benefit is payable to the nominee. If the Policy which has lapsed is not reinstated within the period allowed for reinstatement, the Policy shall be terminated on the completion of the period allowed for reinstatement and no benefits shall be payable.

### 5. Suicide Exclusion

If the Life Insured, whether medically sane or insane, commits suicide resulting in death directly or indirectly as a result of such suicide within one year of the Issue Date; or one year of the date of the latest reinstatement of the Policy, the company shall pay the nominee or beneficiary of the policyholder 80% of the premiums paid till the date of death, provided the policy is in force.

### 6. Termination of Policy

The Policy will terminate on the earliest of the following:

- a) The date of confirmation of termination of contract by Company against Your application for surrender of the Policy or
- b) The Maturity Date of the Policy or
- c) Upon Payment of the Death Benefit or
- d) Upon expiry of the two year period allowed for reinstatement of the Policy.

### 7. Primary Claim Documents

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

- Original Policy Bond, Death Certificate of the Life Insured and Claimant's Statement.

The Company is entitled to call for additional documents based on the conditions among others the duration of the Policy, the circumstances of the death, accident or illness and any other factors.

### 8. Assignment and Nomination

The Policyholder can assign the Policy to another person and in that event the Policyholder will be referred to as Assignor and the person to whom the Policy is assigned will be referred to as the Assignee. Any request for assignment shall be done in accordance with section 38 of the Insurance Act 1938.

Nominee is the person nominated under the Policy to receive the benefits under the Policy in the event of death of the Life Insured. Nomination or any change in nomination shall be done in accordance with section 39 of the Insurance Act 1938.

Any notice of assignment or change in nomination must be notified in writing to the Company and shall take effect only after it is registered by the Company. The request for assignment shall be accompanied with the original policy document. The Company will not express any opinion on the validity or legality of the Assignment. Assignment can be done only for the entire Policy.

#### **9. Incorrect information and non disclosure**

The Policyholder under the Policy has an obligation to disclose every fact material to assessment of the risk of issuing the Policy. However, if any of the information provided is incomplete or incorrect, the Company reserves the right to vary the benefits, at the time of payment of such benefit or during the term of the Policy and further if there has been non disclosure of a material fact then the Company may treat your Policy as void from inception. For your benefit, Section 45 of the Insurance Act 1938 is reproduced below:

No Policy of Life Insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected be called in question by an Insurer on the ground that the statement made in the proposal or in any report of a medical officer, or referee, or friend of the Life Insured, or in any document leading to the issue of the Policy, was inaccurate or false, unless the Insurer 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 Life Insured and that the Life Insured knew at the time of making it that the statement was false or that it suppressed facts which was material to disclose.

Provided that nothing in this section shall prevent the Insurer from calling for proof of Age at any time if he/she 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 that the Age of the Life Insured was incorrectly stated in the proposal.

#### **10. Free look option**

If You disagree with any of the terms and conditions of the Policy, You have the option to return the original Policy Bond along with a letter stating reasons for the objection within 30 days of receipt of the Policy Bond ("the free look period"). The Policy will accordingly be cancelled and an amount equal to the Premium paid less stamp duty and medical expenses (if any) incurred by the company will be refunded to the policyholder. All Your rights under this Policy shall stand extinguished immediately on the cancellation of the Policy under the free look option.

#### **11. Notice**

Any notice to be given to You under the Policy will be issued by post or electronic mail or telephone facsimile transmission to Your updated address/es in the records of the Company and is deemed to have been received by You within three business days after such dissemination. Any such notice will run from the time You are deemed to have received such notice.

#### **12. Taxation**

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

#### **13. 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 of India.

#### **14. Governing Laws and Jurisdiction**

The terms and conditions of the Policy shall be governed by and be subject to the laws of the Republic of India. The parties shall be subject to the jurisdiction of the law courts situated within the Republic of India for all matters and disputes arising from or relating to or concerning the proposal and declaration and the Policy.

## Customer Service

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

- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: [service@bharti-axalife.com](mailto:service@bharti-axalife.com)
- Mail to: Customer Service  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th Floor Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063

## Grievance Redressal Procedure

### Step 1: Inform us about your grievance

In case you have any grievance, you may approach our Grievance Redressal Cell at any of the below-mentioned helplines:

- Lodge your complaint online at [www.bharti-axalife.com](http://www.bharti-axalife.com)
- Call us at our toll free no. 1800 102 4444
- Email us at [complaints.unit@bharti-axalife.com](mailto:complaints.unit@bharti-axalife.com)
- Write to us at:  
Grievance Redressal Cell  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th floor, Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063
- Visit our nearest branch and meet our Grievance Officer who will assist you to redress your grievance/ lodge your complaint.

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

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

- Write to our Grievance Officer at:  
Bharti AXA Life Insurance Company Ltd.  
Unit No. 601 & 602, 6th floor, Raheja Titanium,  
Off Western Express Highway,  
Goregaon (E), Mumbai-400 063
- Email us at [cro@bharti-axalife.com](mailto:cro@bharti-axalife.com)
- Call us at (91) 22 4249 6711

You are requested to inform us about your concern within 8 weeks of receipt of resolution, failing which we will deem the complaint to be satisfactorily resolved.

### Step 3: If you are not satisfied with the resolution provided by the company

In case you are not satisfied with the decision/ resolution of the Company, you may approach the Insurance Ombudsman. The list of the Insurance Ombudsman is mentioned below. You may also visit [www.bharti-axalife.com](http://www.bharti-axalife.com) or [www.irda.gov.in](http://www.irda.gov.in) to locate a convenient Ombudsman office.

You may approach the Insurance Ombudsman 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.

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.

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.

**List of Ombudsman**

<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>AHMEDABAD</b> Ambica House, 2nd floor, Near C U Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014	Tel.: 079- 27546150 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b> Janak Vihar Complex, 2nd floor, Malviya Nagar, Bhopal - 462 011	Tel.: 0755-2769201/02 Fax: 0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b> 62, Forest Park, Bhubaneswar - 751 009	Tel.: 0674-2596461(Direct) Secretary No.: 0674-2596455 Tele Fax: 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
<b>CHANDIGARH</b> S.C.O. No.101, 102 & 103, Batra Building, 2nd floor, Sector 17-D , Chandigarh - 160 017	Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b> Fatima Akhtar Court , 4th floor, 453 (old 312), Anna Salai, Teynampet, Chennai - 600 018	Tel.: 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT – Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b> 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002	Tel.: 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajashtan
<b>GUWAHATI</b> Jeevan Nivesh, 5th floor, Near Panbazar Overbridge , S.S. Road, Guwahati - 781 001	Tel.: 0361-2131307 Fax: 0361-2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b> 6-2-46 , 1st floor, Moin Court Lane, Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, Hyderabad - 500 004	Tel.: 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>ERNAKULAM</b> 2nd Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , Ernakulam - 682 015	Tel.: 0484-2358734 Fax: 0484-2359336 E-mail: iokochi@asianetglobal.com	Kerala , UT of Lakshadweep and Mahe – a part of UT of Pondicherry
<b>KOLKATA</b> North British Building, 29, 3rd floor, N.S. Road , Kolkata - 700 001	Tel.: 033-22134869 Fax: 033-22134868 E-mail: iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
<b>LUCKNOW</b> Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Road, Hazratganj, Lucknow - 226 001	Tel.: 0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b> 3rd floor, Jeevan Seva Annexe, S.V.Road, Santacruz(W), Mumbai - 400 054	Tel.: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra , Goa