

Individual Non-Linked Life - Rider Document

Bharti AXA Life Premium Waiver Rider

Part A

Same as Base Policy

Part B

1. **Definitions:** (meaning of technical words used in Rider Document)
 - a) **Accident** is a sudden, unforeseen and involuntary event caused by external and visible means.
 - b) **Accidental Death** means death caused by sudden, violent, unforeseen and involuntary event caused by external and visible means as revealed by an autopsy provided such death was caused directly by such Accident and independently of any physical or mental illness within ninety (90) days of the date of Accident and proved to the satisfaction of the Company.
 - c) **Age** is the Age at last birthday, in completed years.
 - d) **Annualized Premium** is aggregate of the premiums for the Rider in a Policy Year and is payable by the Policyholder according to the mode of payment of Base Policy. It is exclusive of any additional charges as levied by the Company over and above the standard premium rates.
 - e) **Base Policy/Basic Plan** is the life insurance product chosen by the Policyholder out of the various products offered by the Company.
 - f) **Claimant** will be the Life Insured in case the Policyholder and Life insured are the same and the Policyholder in case Life Insured and Policyholder are different or the Nominee or Assignee or Legal Heir of the Policyholder or Nominee as the case may be.
 - g) **Date of Commencement of Rider** is the date of issue of the Base Policy by the Company.
 - h) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
 - i) **Life Insured** under the Rider is the Policyholder of the Base Policy.
 - j) **Rider** is an optional Insurance cover which is purchased along with the Basic Plan. It provides additional benefits to the Policyholder/ Life Insured. It is not a standalone document and should be read along with Basic Plan.

Rider includes the Rider Document, the Policy Schedule, any attached endorsements or supplements together with all the addendums 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 request for Rider.
 - k) **Rider Date / Date of Commencement of Risk** is the date of commencement of risk under this Rider and as specified in the Rider Schedule.
 - l) **Rider Premium:** The Life Insured will have to pay the Rider Premium for the Premium Waiver Rider as per the applicable Rider Premium rates and the rider option/s chosen.
 - m) **The Company /Company** means Bharti AXA Life Insurance Company Limited.

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- n) **You/Your/Yours** refers to the Policyholder and shall also include the Life Insured, where the Policyholder and Life Insured are different person/s.

****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/MISC/050/03/2013 dated 12 March 2013'**

2. Definitions pertaining to Total and Permanent Disability (applicable for Premium Waiver Rider Option 1 only)

'Total and Permanent Disability' or 'TPD' means disablement, of the Person Insured, which meets one of the three definitions mentioned below until attainment of age 60 years and meets either definitions 2 or 3 from Attained ages 60 to 70 years.

To clarify further: TPD benefit shall be payable upon meeting the definitions as mentioned below.

Attained Age below 60: Meeting any of the 3 definitions below

Attained Age 60 and above until 70: Meeting 2nd or 3rd definition below.

TDP benefit ceases upon attainment of Age 70 years.

1. Definition 1: Unable to work

Loss of the physical or mental ability through an illness or injury to the extent that the insured person is unable to do the 'material and substantial' duties of any occupation at all ever again. The 'material and substantial' duties are those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.

Any occupation means any type of work at all, irrespective of location and availability.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The company's appointed doctor should also agree that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire

'Unable to work' must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled. The company will have the right to evaluate the insured person to confirm total and permanent disability.

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 60 years. TPD benefit can be claimed only once in the life time. Total and Permanent Disability due to an injury should occur independently of any other causes within ninety (90) days of such injury.

2. Definition 2: Loss of use of limbs or sight

The Person Insured suffers from total and irrecoverable loss of:

- The use of two limbs; or
- The sight of both eyes; or
- The use of one limb and the sight of one eye,

The loss of use of the particular limb must be certified by relevant medical practitioner and documented for an uninterrupted period of at least six months. The company will have the right to evaluate the insured person to confirm total and permanent disability.

Loss of sight means total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident (as applicable). The diagnosis must be clinically confirmed by an

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appropriate consultant. The blindness must not be correctable by aides or surgical procedures.

Limb means the whole hand above the wrist or the whole foot above the ankle.

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 70 years. TPD benefit can be claimed only once in the life time starting from the first year.

3. Definition 3: Loss of independent living

Loss of the physical ability through an illness or injury to do at least 3 of the 6 tasks listed below ever again.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire. The company's appointed doctor should also agree that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire

The insured person must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

1. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Getting in and out of bed - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
5. Feeding oneself - the ability to feed oneself once food has been prepared and made available.
6. Getting between rooms – the ability to move indoors from room to room on level surface.

Loss of independent living must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Person Insured is alive and permanently disabled. The company will have the right to evaluate the insured person to confirm total and permanent disability.

In the event of death of the Person Insured within the above period, no benefits will be payable under Total and Permanent Disability. TPD benefit ceases upon the Person Insured attaining age 70 years. TPD benefit can be claimed only once in the life time starting from the first year.

Total and Permanent Disability due to an injury should occur independently of any other causes within ninety (90) days of such injury.

Important Definition

Injury: Wound or trauma; harm or hurt; caused solely by external, violent, unforeseeable and visible means

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3. Definitions pertaining to Critical Illness (applicable for Premium Waiver Rider Option 2 only)

The acceptance of the claim will be dependent on whether the critical illness is as per the definition of each of the critical illnesses. The following definitions would apply in case of an illness:

1. FIRST HEART ATTACK - OF SPECIFIED SEVERITY

- I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
 - i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain),
 - ii. new characteristic electrocardiogram changes,
 - iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. **The following are excluded:**
 - i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
 - ii. Other acute Coronary Syndromes.
 - iii. Any type of angina pectoris

2. OPEN CHEST CABG

- I. The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.
- II. **The following are excluded:**
 - i. Angioplasty and/or any other intra-arterial procedures
 - ii. Any key-hole or laser surgery

3. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

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

4. MAJOR ORGAN/ BONE MARROW TRANSPLANT

- I. The actual undergoing of a transplant of:
 - i. One of the following human organs: heart/ liver/ lung/ kidney that resulted from irreversible end-stage failure of the relevant organ, or
 - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. **The following are excluded:**
 - i. Other stem-cell transplants
 - ii. Where only islets of langerhans are transplanted

5. OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

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

6. STROKE RESULTING IN PERMANENT SYMPTOMS

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a

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specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

- II. **The following are excluded:**
 - i. Transient ischemic attacks (TIA)
 - ii. Traumatic injury of the brain
 - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

7. COMA OF SPECIFIED SEVERITY

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - i. no response to external stimuli continuously for at least 96 hours;
 - ii. life support measures are necessary to sustain life; and
 - iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

8. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

- I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
 - i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
 - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

Other causes of neurological damage such as SLE and HIV are excluded

9. CANCER OF SPECIFIED SEVERITY

- I. A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues.
 - i. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- II. **The following are excluded –**
 - i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
 - ii. Any skin cancer other than invasive malignant melanoma
 - iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
 - iv. Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
 - v. Chronic lymphocytic leukaemia less than RAI stage 3
 - vi. Microcarcinoma of the bladder
 - vii. All tumours in the presence of HIV infection

10. PERMANENT PARALYSIS OF LIMBS

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

11. Benign Brain Tumour:

A life threatening tumor in the brain causing permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have

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persisted for a continuous period of at least six consecutive months. The presence of the underlying tumour must be confirmed by imaging studies such as a CT scan or MRI.

Conditions such as cysts, granulomas, malformations in the arteries or veins of the brain, haematomas, abscesses, acoustic neuroma, and tumours of the pituitary gland, or spinal cord are not covered. The diagnosis must be confirmed by a Consultant Neurologist or Neurosurgeon.

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PART C

Benefits

1. Rider Benefit

a) **Option 1: Waiver of Premium on Death or Total and Permanent Disability**

Waiver of Premium on Death or Total and Permanent Disability Rider provides benefit of waving all future premiums due and payable under the Base Policy on Death or Total and permanent disability of the Life Insured, subject to Rider being in force.

Period to establish permanence of disability: In order for a benefit to be payable, the disability must have persisted continuously for a period of at least 180 days and must, in the opinion of a suitable medical practitioner, appointed by the Insurance Company, be deemed permanent.

Waiting Period is the period during which the Life Insured will not be eligible for any benefit under the Rider. Waiting period is of 90 days from the date of issuance of the Base Policy or from the date of reinstatement of the Base Policy.

b) **Option 2: Waiver of Premium on Critical Illness**

Waiver of premium on Critical Illness provides the benefit of waving all future premiums due and payable under the Base Policy on the confirmed diagnosis of the Life Insured suffering from any one of the 11 critical illnesses covered under the Rider, subject to Rider being in force. Critical Illness covering 11 conditions are:

1. First Heart Attack - Of Specified Severity
2. Open Chest CABG
3. Kidney Failure Requiring Regular Dialysis
4. Major Organ/Bone Marrow Transplant
5. Open Heart Replacement Or Repair Of Heart Valves
6. Stroke Resulting In Permanent Symptoms
7. Coma Of Specified Severity
8. Multiple Sclerosis With Persisting Symptoms
9. Cancer Of Specified Severity
10. Permanent Paralysis Of Limbs
11. Benign Brain Tumour

Waiting Period is the period during which the Life Insured will not be eligible for any benefit under the Rider. Waiting period is of 90 days from the date of issuance of the Base Policy or from the date of reinstatement of the Base Policy.

Survival Period is a period during which the Life Insured needs to survive after being diagnosed with Critical illness to receive benefits under the Rider. The Survival period is of 30 days from the date of diagnosis. No benefit is payable during the survival period.

2. Maturity Benefit

There is no Maturity benefit payable under this Rider.

3. Premium Guarantee:

Option 1 – Premium Rates under this option are level and guaranteed throughout the term of the rider.

Option 2 - Premium Rates under this option are guaranteed for the first 3 years from the date of inception of the rider. After that, the Company may review and revise the premium rates. The revised premium rates will remain guaranteed for a period of three years from the date of review. The revised premium rates shall become effective from the date of approval from Insurance Regulatory and Development Authority of India.

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4. Grace Period

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. The Policyholder gets 30 days Grace Period to pay the premium which falls due and the benefits under the Rider remain unaltered during this period.

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1. Free Look Period

If Life Insured 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 15 days of receipt of the Policy. in case of offline Policy and within 30 days of receipt of the Policy in case of Policy sourced through distance marketing. The Policy will accordingly be cancelled and the Company will refund an amount equal to the Premium paid and may deduct a proportionate risk premium for the period on cover, the medical expenses incurred by the Company (if any) and the stamp duty charges. 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 Rider Premium

In case the Base Policy has lapsed due to discontinuance of premium, the benefits under the Rider shall cease to exist immediately from the date of such unpaid premium.

3. Surrender Benefit

There is no Surrender benefit payable under this Rider.

4. Reinstatement of Rider

The benefits under the rider may be reinstated subject to the conditions of reinstatement in the Base Policy. If rider is not reinstated along with the Base Policy during the period allowed for reinstatement, then the Rider will be terminated, after which this Rider cannot be attached again with the Base Policy in future.

5. Exclusions under the Rider

1. General Exclusion

Suicide: The Rider shall be void if the Life Insured, whether medically sane or insane, commits suicide resulting in death directly or indirectly as a result of such suicide within

- a) one year from the date of commencement of risk; or
- b) one year of the date of the latest reinstatement of the Rider, whichever is later

In the above scenarios, the Company shall make the following payouts:

- in the event of (a) above, the Premium paid towards the Policy as on the date of death will be refunded.
- in the event of (b) above, 80% of premiums paid till date of death

2. Exclusions for Total and Permanent Disability Benefit (applicable for Premium Waiver Rider Option 1 only)

The life assured will not be entitled to any accidental benefits directly or indirectly due to or caused, occasioned, accelerated or aggravated by any of the following:

- Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- Any condition that is pre-existing at the time of inception of the policy.

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Benefits under this policy will not be available for any Pre-Existing condition(s) as defined below until 48 consecutive months of continuous coverage have elapsed since first policy year. In case of revival or reinstatement of the policy, only the remaining part, if any, of the 48 month waiting period applies. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or through any other evidence provided to the company.

- Pre-existing condition is defined as “Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer”.
- Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
- Failure to seek or follow medical advice or treatment under reasonable circumstances from any registered and qualified Medical Practitioner.
Medical Practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
Medical Practitioner shall not include:
The Policyholder’s Spouse, Father (including step father) or Mother (including step mother), Son (including step son), Son’s wife, Daughter, Daughter’s husband, Brother (including step brother) and Sister (including step sister) or Life insured / policyholder under this policy
- War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion.
- Service in the armed forces, of any country at war or service in any force of an international body.
- Taking part in any naval, military or air force operation during peace time.
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- Engaging in or taking part in hazardous activities, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not;
Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not.
- Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.

3. Exclusions for Waiver of premium on Critical Illness Benefit (applicable for Premium Waiver Rider Option 2only)

The life assured will not be entitled to any benefits if a Covered Critical Illness results either directly or indirectly from any one of the following causes:

- Any condition that is pre-existing at the time of inception of the policy.
Benefits under this policy will not be available for any Pre-Existing condition(s) as defined below until 48 consecutive months of continuous coverage have elapsed since first policy year. In case of revival or reinstatement of the policy, only the remaining part, if any, of the 48 month waiting period applies. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or through any other evidence provided to the company.

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- Pre-existing condition is defined as “Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer”.
- Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immuno-deficiency Virus (HIV).
- Suicide or attempted suicide or self-inflicted injury, whether the life assured is medically sane or insane.
- Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner.
- War, civil commotion, breach of law, invasion, hostilities rebellion, revolution, military or usurped power or willful participation in acts of violence.
- Radioactive contamination due to nuclear accident.
- Engaging in or taking part in hazardous activities, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not;
Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not.
- Any critical illness or its signs or symptoms having occurred within 90 days of policy issue date or reinstatement date.
- A congenital condition of the insured.
- Diseases that have previously occurred in the Life Insured (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by the Company or another insurer)
- Failure to seek or follow medical advice or treatment under reasonable circumstances from any registered and qualified Medical Practitioner.
Medical Practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
Medical Practitioner shall not include:
The Policyholder’s Spouse, Father (including step father) or Mother (including step mother), Son (including step son), Son’s wife, Daughter, Daughter’s husband, Brother (including step brother) and Sister (including step sister) or Life insured / policyholder under this policy
- Taking part in any naval, military or air force operation during peace time

6. Termination

Benefits under the Rider shall cease to exist, at the occurrence of earliest of the following:

- When your Base Policy ceases to exist or has lapsed;
- When Base Policy is surrendered
- Policy anniversary following the intimation by the Life Insured in writing to discontinue the Rider;
- When the Life Insured discontinues paying the Rider Premium
- When the base policy is assigned

7. Claims

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

- Original Rider document
- Claims intimation form
- Treating doctor’s certificate duly filled and signed in original.

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- Copies of Medical records, Discharge card/ summary, all test/ investigation reports and Indoor Case papers.
- FIR, Panchanama, Inquest report and Final Investigation Report

Easy ways of claim intimation

- Walk in to your nearest Bharti-AXA Life Branch
- Call us Toll Free: 1800-102-4444*
- E-mail us: claims@bharti-axalife.com*
- Have us call you*

*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 Head Office

Prior to processing the claim, 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.

8. Rider alterations / Modifications

Only a duly authorized officer of the Company has the power to effect changes on the Rider at the request of the Life Insured, subject to the rules of the Company and within the regulatory parameters

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PART E

Part E is not applicable to this Rider.

PART F

1. **Fraud And Misrepresentation**

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

2. **Misstatement of Age and Gender**

- a) If the correct age of the Life Insured is different from that mentioned in the Application Form, the Company will assess the eligibility of the Life Insured for the Rider in accordance with the correct age of the Life Insured.
- b) If on the basis of correct age, the Life Insured is not eligible for the Rider, the Rider shall be cancelled immediately by refunding the Premium received by the Company under the Rider as per the provisions of section 45 of Insurance Act as amended from time to time.
- c) If the Life Insured is eligible for the Rider 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.

3. **Assignment**

The Life Insured cannot assign the Rider to another person as the Rider is not a standalone document and should be read along with Basic Plan. However the Base Policy can be assigned in accordance with section 38 of the Insurance Act 1938 as amended from time to time. In such an event the Rider shall stand automatically terminated.

The provisions of Assignment are governed by Section 38 of Insurance Act, 1938 as amended from time to time. ***[A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in appendix – I for reference]***

4. **Incorrect information and Non Disclosure**

The Policyholder and the Life Insured under the Rider have an obligation to disclose every fact material for assessment of the risk in connection with issuing the Rider. 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 Rider. Further, if there has/had been non disclosure of a material fact, the Company may treat your Rider as void from inception. In case fraud or misrepresentation, the Rider shall be cancelled immediately, subject to the fraud or misrepresentation being established by the Company in accordance with Section 45 of the Insurance Act, 1938 as amended from time to time.

5. **Taxation**

The tax benefits, if any, on the Rider 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 under the Rider. The Company reserves the right to recover statutory levies including service tax along with the premiums required to be paid by the Life Insured.

6. **Notices**

Any notice to be given to the Life Insured under the Rider will be issued by post or electronic mail or telephone facsimile transmission to the latest address/es/fax number/email of the Life Insured

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available in the records of the Company.

In case of any attached supplement or endorsement, it refers to the date of issue of such supplement or endorsement

7. 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.

8. Mode of communication

The Company and the Life Insured may exchange communications pertaining to the Rider 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 Life Insured on merits in accordance with such communications. While accepting requests / mandate from the Life Insured through electronic mail, the Company will comply with the provisions of Information Technology Act 2000 and/ or such other applicable laws in force from time to time.

9. Governing Laws & Jurisdiction

The terms and conditions of the Rider 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 Rider document and / or relating to the Rider.

10. Term used and its meaning

Any term not otherwise defined in this Rider document shall have the meaning ascribed to it under Rider as defined here in Part B (j). If a particular term is not defined or otherwise articulated either in the Rider document or under the Rider, endeavor shall be to impart the natural meaning to the said term in the context in which it is used.

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Bharti AXA Life Premium Waiver Rider PART G

1. Customer Service

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

- The Advisor from whom the Rider was bought
- The Customer Service Representative of The Company at toll free no. 1800 102 4444
- SMS "SERVICE" to 56677
- Email: 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

2. Grievance Redressal Procedure

Step 1: Inform us about your grievance

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

- Lodge your complaint online at www.bharti-axalife.com
- Call us at our toll free no. 1800 102 4444
- Email us at 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 head.customerservice@bharti-axalife.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.

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 complete list of Insurance Ombudsmen is appended below in Appendix I or please visit the website mentioned below for latest list of Insurance Ombudsman:

- www.bharti-axalife.com
- www.irdaindia.org/ombudsmenlist

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**Bharti AXA Life Premium Waiver Rider
List of Ombudsman**

(For the updated list you may refer to IRDA of India website)

| Office of the Ombudsman | Contact Details | Areas of Jurisdiction |
|---|--|---|
| AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. | Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@qbic.co.in | Gujarat, Dadra & Nagar Haveli, Daman and Diu |
| BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. | Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@qbic.co.in | Karnataka |
| BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. | Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@qbic.co.in | Madhya Pradesh Chattisgarh |
| BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. | Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@qbic.co.in | Orissa |
| 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 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@qbic.co.in | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh. |
| CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. | Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@qbic.co.in | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). |
| DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. | Tel.: 011 - 23239633 / 23237539 Fax: 011 - 23230858 Email: bimalokpal.delhi@qbic.co.in | Delhi |
| GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). | Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@qbic.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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@qbic.co.in | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry. |
| JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. | Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@qbic.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 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@qbic.co.in | Kerala, Lakshadweep, Mahe-a part of Pondicherry |

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Bharti AXA Life Premium Waiver Rider

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|---|--|---|
| KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. | Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in | West Bengal, Bihar, Sikkim, Jharkhand, 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 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in | Uttar Pradesh, Uttaranchal. |
| MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. | Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| Pune Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. | Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

Appendix I: Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the policy shall become payable to policyholder or Nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the policy
 Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the policy
 - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws Amendment bill, 2014 shall not be affected by this section.

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Bharti AXA Life Premium Waiver Rider

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

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938 as amended from time to time are as follows:

01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever is later.
02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policywhichever 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 bill 2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification dated December 26 , 2014 for complete and accurate details]