#### PART B

#### **Definitions**

- 1. **Accident** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. **Age** means age at last birthday.
- 3. Annuitant means the Member/spouse entitled to receive the Annuity.
- 4. **Annuity** means a series of payments to be made to the annuitant by the Insurer basis the Purchase Price payable to the Insurer by the Master Policyholder.
- 5. **Application for Annuity** means an application to be furnished to the Insurer for availing of Benefits in respect of a Member.
- 6. **Appointee** means the person appointed by the Member to receive the benefits payable under the Policy till the Member's Nominee is a minor.
- 7. **Certificate of Insurance** means the certificate issued by the Company to Member to confirm the Member's annuity details under the Master Policy.
- 8. Claimant means the person entitled to receive the Policy benefits and includes the member, the annuitant, the nominee, the assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate as the case may be.
- 9. **Distance Marketing** means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.
- 10. **Group** means a group of Members accepted by the Company as constituting a Group for the purposes of the Master Policy.
- 11. Insurer shall mean ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED, an Indian life insurance company having its registered office at ICICI PruLife Towers, 1089 Appasaheb Marathe Marg, Prabhadevi, Mumbai 400025.
- 12. **Master Policy** shall mean this document, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto agreed to and signed by Us, the application form provided by You, the Schemes Rules, the quotation of the Company for the Scheme and the individual enrolment forms, if any, of the insured Members, which together constitute the entire contract between the parties.
- 13. Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence
- 14. **Member** is someone who is covered under the Scheme as per the Rules of the Scheme and is therefore eligible for the benefits under this Policy.
- 15. **Nominee** means the person named in the Policy Schedule who has been nominated by You to receive death benefit payable under the Policy on the death of the Annuitant, as applicable.
- 16. **Policy** means this Master Policy including the Policy Certificate, Policy Document and all appendices, attachments and schedules thereto.
- 17. **Policy Commencement Date** means the date as specified in the Policy Schedule, on which this Policy was effected.
- 18. **Policy document** means this document, the Proposal Form, the Policy Schedule and any additional information/document(s) provided to the Insurer in respect of the Proposal Form, and any endorsement issued by the Insurer.

- 19. **Policy Schedule** means the policy schedule and any endorsements attached to and forming part of this Policy
- 20. **Proposal Form** means a form to be completed by You for availing an insurance policy, and to furnish all Material information required by Us to assess risk and to decline or to undertake the risk, and in the event of acceptance of risk, to determine the rates, advantages, terms and conditions of a cover to be granted.

  Explanation: "Material" shall mean and include all important essential and relevant
  - Explanation: "Material" shall mean and include all important, essential and relevant information that enables Us to take an informed decision while underwriting the risk.
- 21. **Purchase Price** shall mean the amount paid by the Policyholder to purchase the Annuity Instalment for each Member.
- 22. **Regulator** is the Authority that has Regulatory jurisdiction and powers over the Company. Currently the regulator is Insurance Regulatory and Development Authority of India (IRDAI).
- 23. Rules or Scheme Rules or Rules of the Scheme mean the rules governing the grant of benefits to the Members, which are framed by the Master Policyholder and accepted by the Company.
- 24. **Scheme** shall mean <Trust Name>.
- 25. Spouse shall mean the named legal spouse at the time of purchase of annuity.
- 26. Surrender means complete withdrawal/termination of the annuity by the member.
- 27. **Surrender Value** means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of the Policy.
- 28. We or Us or Our or Company means ICICI Prudential Life Insurance Company Limited.
- 29. You or Your means the Master Policyholder named in the Policy Schedule.

#### PART C

#### Benefits payable under Your policy

- 1. This is a Single Premium product. The Master Policyholder shall intimate to the Insurer in writing the Annuity Option selected and the frequency elected by the Member to whom the benefits becomes payable.
- **2.** The Member shall have the following annuity options:

# 2.1 Life Annuity

The Member shall receive annuity for life. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted. On death of Member, the annuity payment shall terminate and thereafter Insurer shall not be liable for any payment whatsoever in respect of such deceased Member.

#### 2.2 Life Annuity with Return of Purchase Price

The Member shall receive annuity for life. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted. On death of the Member, the Purchase Price shall be payable to the nominee. Upon such payment to the Nominee, the Insurer thereafter shall not be liable for any payment whatsoever in respect of such deceased Member or nominee.

### 2.3 Life Annuity with Return of 50% Purchase Price

The Member shall receive annuity for life. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted. On death of the Member, 50% of the Purchase Price shall be payable to the nominee. Upon such payment to the Nominee, the Insurer thereafter shall not be liable for any payment whatsoever in respect of such deceased Member or nominee.

### 2.4 Life Annuity with Return of 75% Purchase Price

The Member shall receive annuity for life. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted. On death of the Member, 75% of the Purchase Price shall be payable to the nominee. Upon such payment to the Nominee, the Insurer thereafter shall not be liable for any payment whatsoever in respect of such deceased Member or nominee.

#### 2.5 Life Annuity with return of Balance Purchase Price

The Member shall receive annuity for life. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted. Upon death of the Member, Balance Purchase Price shall be payable to the nominee. Balance Purchase Price will be equal to the Purchase Price less sum total of the annuities already paid till the death of the annuitant. If the sum total of annuities paid exceeds the Purchase Price, no

benefit will be paid on death. The Insurer thereafter shall not be liable for any payment whatsoever in respect of such deceased Member or nominee.

### 2.6 Annuity guaranteed for a period of 5 years, 10 years or 15 years and thereafter for life:

The annuity shall be payable for a certain period as selected by the Member (5, 10 or 15 years) under the Application of Annuity. If the Member survives the chosen selected period (5,10 or 15 years) the annuity payments will continue while the Member is alive. If, however, the Member dies before all the annuity instalments due during the selected period (5, 10 or 15 years) have been paid, the balance Annuity instalments payable for and during the selected period shall be paid to the Nominee. The policy shall terminate on the said payment and the Insurer shall not be liable for paying annuity beyond the selected period.

#### 2.7 Life Annuity with annual increase of 5%:

The Member shall receive annuity for life. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted. Annuity amount increases annually by 5% p.a. of the annuity amount at inception. Upon death of Member, the annuity payment shall terminate and thereafter Insurer shall not be liable for any payment whatsoever in respect of such deceased Member.

#### 2.8 Joint Life, Last Survivor without Return of Purchase Price

This annuity option can be elected only where the Member has a named spouse at the time of completing the Application for Annuity in respect of such Member.

The Member shall receive annuity for life. On death of the Member after the payment of annuity has commenced, the annuity payable under the Policy shall become payable to the Member's spouse for his/her lifetime. The annuity payable to the spouse shall be equal to the annuity paid to the Member during his / her lifetime. On death of the spouse, the annuity payment shall terminate and thereafter Insurer shall not be liable for any payment whatsoever.

Where the spouse has pre-deceased the Member or where the spouse is no longer a legal spouse at the time of death of the Member, no Benefits shall be payable the Insurer shall not be liable for any payment whatsoever in respect of such deceased Member/ annuitant / nominee.

#### 2.9 Joint Life, Last Survivor with Return of Purchase Price

This annuity option can be elected only where the Member has a named spouse at the time of completing Application for Annuity in respect of such Member.

The Member shall receive annuity for life. On death of the Member after the payment of annuity has commenced, the annuity shall become payable to the Member's spouse for his/her lifetime. The annuity payable to the spouse shall be equal to the annuity paid to the member during his / her lifetime. Upon death of the spouse, the Purchase Price shall be payable to the nominee. Upon such payment to the nominee, the Insurer shall not be liable for any payment whatsoever in respect of such deceased Member / his spouse / Nominee.

Where the spouse has pre-deceased the Member or where the spouse is no longer a legal spouse at the time of death of the Member, the Purchase Price shall be paid to the nominee. Upon payment of such Purchase Price, the Insurer shall not be liable for any payment whatsoever in respect of such deceased Member / Nominee.

### 2.10 Joint Life, Last Survivor with Return of Purchase Price in parts

This annuity option can be elected only where the Member has a spouse at the time of completing Application for Annuity in respect of such Member.

Annuity shall be paid for the life of the Member. On death of the Member, after the annuity has commenced, the annuity shall be payable for the life of the named spouse. On the earlier death of the Member or the named spouse, 50% of the Purchase Price is paid to the survivor.

On death of the last survivor, balance 50% of the Purchase Price shall be paid to the nominee. The policy shall terminate on said payment and the Insurer shall not be liable for making any further payment.

Where the named spouse is no longer a legal spouse at the time of death of the member, 100% of the Purchase Price shall be paid to the nominee. The policy shall terminate on said payment and the Insurer shall not be liable for making any further payment.

# 2.11 Life Annuity with Return of Purchase Price on Critical illness (CI) or Permanent Disability due to accident (PD) or Death:

The Member shall receive annuity till the first occurrence of any of the 7 Specified CI mentioned below after the policy commencement date or PD as defined below, before the Member attains the age of 80 years, or death, whichever is earlier. The annuity payable shall be basis the annuity rates prevailing at the time of payment of Purchase Price by the Master Policyholder, frequency as opted for by the Member and other factors as indicated / opted.

Before the member attains 80 years of age, the Purchase Price is paid to the Member on first occurrence of specified CI or PD or to the nominee on death of the Member.

After the Member attains age 80 years, the Purchase Price is paid to the nominee only on death of the Member.

No benefit is payable on occurrence of CI or PD after the Member has attained the age of 80 years.

The policy shall terminate on said payment and the Insurer shall not be liable for making any further payment

# a) Cancer of Specified Severity

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:

- All tumors which are histologically described as carcinoma in situ, benign, premalignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;

- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

### b) First Heart Attack of specified severity (Myocardial Infarction)

The first occurrence of heart attack or 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 Myocardial Infarction should 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.

# The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris
- iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

### c) Open Chest CABG:

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

i. Angioplasty and/or any other intra-arterial procedures

#### d) Kidney Failure requiring regular dialysis:

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

#### e) Stroke resulting in permanent symptoms:

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 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.

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.

#### f) Major Organ/ Bone Marrow Transplant:

The actual undergoing of a transplant of:

- i. One of the following human organs: heart, lung, liver, kidney, pancreas, 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.

The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

### g) Permanent Paralysis of limbs:

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.

#### Permanent Disability due to accident:

Permanent Disability will be established if the life assured is unable to perform 3 out of the 6 following activities of daily work:

- i. Mobility: The ability to walk a distance of 200 meters on flat ground.
- ii. Bending: The ability to bend or kneel to touch the floor and straighten up again and the ability to get into a standard saloon car, and out again.
- iii. Climbing: The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
- iv. Lifting: The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
- v. Writing: The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.
- vi. Blindness permanent and irreversible Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

The disability should have lasted for at least 180 days without interruption from the date of disability and must be deemed permanent by a Company empanelled medical practitioner.

- **3.** If a Member of a superannuation fund that is managed by the Company exits prior to retirement, the following choices may be offered to the Member:
  - Purchase any of the life annuity options; or
  - Allow the funds to remain invested in the superannuation fund and subsequently purchase an annuity at a later date.

In case of death of a Member of the superannuation fund, the spouse or the family member shall be given an option to purchase a single life annuity or any of its variants from the Company.

- **4.** Annuity will be payable monthly, half-yearly, quarterly and annually in arrears as chosen by the annuitant at the time of purchasing the annuity.
- 5. The annuity option cannot be changed after the commencement of the Policy.
- **6.** The frequency cannot be changed after the commencement of the Policy.
- 7. To claim annuity payments, the survival of the annuitant on the day on which the annuity falls due has to be duly certified, from time to time, in such manner as the Company may require.
- **8.** The Member/Master Policyholder can choose to top-up the annuity by paying an additional premium, which will be calculated using the then prevailing annuity rates and the age of the annuitant at that time. This option to top-up annuity is available only to annuitants of a superannuation policy.
- 9. The Insurer may require the Member to prove his survival as on the day on which an annuity falls due in such manner as it may deem fit. In case if the annuity option selected provides for joint life or return of Purchase Price option, Insurer may require the spouse / Nominee to furnish the death certificate in relation to death of Member / spouse and / or provide such other information / document in this regard as may be required by the Insurer.
- 10. Where the annuity ceases or is determined on the death of the Member, no part of the said annuity shall be payable or paid for such time as may elapse between the date of payment immediately preceding the death of the Member and the day of his death.

#### PART D

#### 1. Free look Period

The Policyholder has the option to review the policy after receipt of the policy document. If the Policyholder is not satisfied with the terms and conditions of this policy, the policy document needs to be returned to the Company for cancellation of the policy within:

- i. 15 days from the date of receipt of the policy document
- ii. 30 days from the date of receipt of the policy document, if the policy is purchased online or through Distance Marketing.

On cancellation of the Policy during the free-look period the Company will return the premium paid after deduction of stamp duty under the policy to the Policyholder.

The policy shall terminate on payment of the said amount and all rights, benefits and interests under this policy will stand extinguished.

Cancellation of policy in free-look period is not allowed for policies purchased from the proceeds of a group superannuation plan of ICICI Prudential Life Insurance Co. Ltd. where Open Market Option is not available and it is mandatory to annuitize the vesting benefit.

# 2. Annuity Surrender

Annuity Surrender by a member/ annuitant/last survivor shall be allowed only for options with return of Purchase Price under the circumstances mentioned below:

- i. For Life Annuity with Return of Purchase Price on CI annuity option, the annuitant is diagnosed with any of the critical illnesses mentioned in Part C 2.11 beyond the age of 80 years.
- ii. For other annuity options with return of Purchase Price, if the annuitant/last survivor is diagnosed with any of the critical illnesses mentioned in Part C 2.11.

For conditions i and ii mentioned above, the annuitant / last survivor will need to produce relevant documents confirming the critical illness condition to the satisfaction of the Company's empanelled medical practitioner.

iii. If the annuitant/last survivor is shifting to another country permanently as evidenced in their visa or citizenship documents.

Surrender Value will be payable if the annuitant/last survivor voluntarily terminates the annuity.

Surrender Value = Surrender Value Factor X Purchase Price

Here, the Purchase Price will be the part of Purchase Price that is to be returned as per the selected annuity option.

Surrender Value Factor is 95%

#### 3. Loan

Loans shall not be available under this Policy.

#### 4. Exclusions

None

#### 5. Rider

Riders may be added subject to the prior approval of the regulator.

# 6. To whom benefits are payable

Benefits are payable to the Annuitant(s) or to the assignee where an endorsement has been recorded in accordance with Section 38 of the Insurance Laws (Amendments) Act, 2015 and as amended from time to time. In case of death of the Annuitant or assignee(s), as applicable, benefits are payable either to the nominee(s) where a valid nomination has been registered by the Company (in accordance with section 39 of the Insurance Act, 1938 and as amended from time to time), or to the executors, administrators or other legal representatives who obtain representation to the estate of the Annuitant or to such person or persons as directed by a court of competent jurisdiction in India, limited at all times to the monies payable under this Policy.

We hereby agree to pay the appropriate benefits under the Policy subject to:

- a) Our satisfaction of the benefits having become payable on the happening of an event as per the Policy terms and conditions,
- b) The title of the said person or persons claiming payment,
- c) The correctness of the age of the Life Assured as stated in the proposal (if not previously admitted)

# PART E

This section is not applicable to Your Policy.

#### **PART F**

#### **General Conditions**

#### 1. Age

In the event the age admitted (the "correct age") is found to be different from the age declared in the Application for Annuity, without prejudice to the Insurer's other rights and remedies including those under the Insurance Laws (Amendments) Act, 2015, one of the following actions may be taken:

- (a) if the correct age is found to be such as would have made the annuitant uninsurable under this plan of assurance, the annuity of that annuitant under this plan shall stand cancelled and the premium paid shall be refunded subject to the deduction of the annuity instalments already paid to the Annuitant and expenses incurred for the issuance of the policy.
- (b) If the correct age is higher than the age declared in the Application for Annuity, the annuity payable under the Policy shall be varied corresponding to the correct age of the annuitant from the date of commencement of the annuity for that particular annuitant and the Insurer will pay to the annuitant the accumulated difference between the corrected annuity and the original annuity from the date of commencement of the Policy.
- (c) If the correct age of the annuitant is lower than the age declared in the Application for Annuity, the annuity payable under the Policy shall be varied corresponding to the correct age of the annuitant from the date of commencement of the Policy and the annuitant shall pay the accumulated difference between the original annuity amount paid and the corrected annuity amount from the commencement of the Policy up to the date of such payment with interest at such rate and in such manner as is charged by the Insurer for late payment. If the annuitant/ Master Policyholder fails to pay the difference with interest thereon as mentioned above, the same shall be treated as a debt due to the Insurer and shall be recovered with further interest thereon as mentioned above from the annuity/ other monies payable to such annuitant / from the Master Policyholder. For the purpose of the above recovery, the Master Policyholder shall be jointly and severally responsible to the Insurer along with the annuitant.
- (d) The age of the spouse shall be admitted before the purchase of annuity in case of Joint Life annuity option.

#### 2. Nomination

Nomination shall be allowed for a member. Nomination will be governed by Section 39 of the Insurance Laws (Amendments) Act, 2015 as amended from time to time. Please refer to Annexure I for details on this section.

#### 3. Assignment

Assignment will be governed by Section 38 of the Insurance Laws (Amendments) Act, 2015 as amended from time to time. Please refer to Annexure II for details on this section.

# 4. Incontestability

Incontestability will be as per Section 45 of the Insurance Laws (Amendments) Act, 2015 as amended from time to time. Please refer to Annexure III for details on this section.

#### 5. Non-Disclosure & Fraud

Non-disclosure and Fraud will be as per Section 45 of the Insurance Laws (Amendments) Act, 2015 as amended from time to time. Please refer to Annexure III for details on this section.

The Policy is subject to the terms and conditions as mentioned in the Policy document and is governed by the Laws of India.

# 6. Discharge of liability

A receipt duly signed by the Master Policyholder or any other person authorized by the Master Policyholder will be a valid and sufficient discharge for us. The encashment of the cheque or credit of the proceeds to the bank account of Master Policyholder or person directed by the Master Policyholder will be sufficient discharge for the company.

# 7. Claim payment

The Claimant will raise claims to avail Benefits with the following documents:

- a) Duly filled claim form
- b) Original Certificate of Insurance
- c) Claimant's statement
- d) Death certificate issued by the local authority in case of death claim
- e) In case of Critical illness or Total and Permanent Disability benefit Definition Fulfilment documents are required
- f) Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the claim.
- g) The Company reserves the right to call for additional information, documents or particulars, in such form and manner as the Company would prescribe, and the Benefits would be paid only after receipt of such additional information, documents or particulars.

All claims payments will be made in Indian currency in accordance with the prevailing exchange control regulations and other relevant laws and regulations in India.

### 8. Recovery

We reserve the right to recover the amount from the Master Policyholder or the Member or any other person, if it is found that the Benefits are erroneously paid due to the fault of the Master Policyholder. In case we are not in a position to recover such amounts from the Member or any other person, the Master Policyholder will be liable to pay the said amount to the Company within 15 days from the date of its demand. However, the Master Policyholder will not be liable or responsible for any wrong payments made by the Company without any fault on the part of the Master Policyholder.

### 9. Governing Law & Jurisdiction

The policy is subject to the terms and conditions as mentioned in the policy document and is governed by the laws of India.

Indian courts shall have exclusive jurisdiction over any and all differences or disputes arising in relation to this Policy.

#### 10. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, facsimile or e-mail to-

#### In case of the Master Policyholder:

As per the details specified by the Master Policyholder in the Proposal Form / Change of Address intimation submitted by them.

# In case of the Company:

Address: Group Service Desk

ICICI Prudential Life Insurance Ground Floor & Upper Basement, Unit No. 1A & 2A, RahejaTipco Plaza,

Rani Sati Marg, Malad (East),

Mumbai- 400097 Maharashtra.

**E-mail:** grouplife@iciciprulife.com

The Company's website must be checked for the updated contact details.

It is very important that you immediately inform the company about any change in the address or the beneficiary particulars.

# 11. Legislative changes

This policy, including the premiums and the benefits under the policy, will be subject to the taxes and other statutory levies as may be applicable from time to time.

The Master Policyholder will be required to pay service tax, education cess or any other form of taxes or charges or levies as per the prevailing laws, regulations and other financial enactments as may exist from time to time, wherever applicable.

All benefits payable under the policy are subject to the tax laws and other financial enactments as they exist from time to time.

All provisions stated in this Policy are subject to the current guidelines issued by the Regulator as on date. All future guidelines that may be issued by the Regulator from time to time may also be applicable to this Policy.

#### 12. Electronic Transactions

All transactions carried out by the Master Policyholder through Internet, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication will be valid and legally binding on the Master Policyholder / Member / Beneficiaries as well as the Company.

This will be subject to the relevant guidelines and terms and conditions as may be made applicable by the Company.

#### PART – G

# Grievance Mechanism and List of Ombudsman

#### 1. Customer Service

For any clarification or assistance, the Master Policyholder may contact the Relationship Manager or call Group Service Representative at

**Group Solutions Service Desk** 

ICICI Prudential Life Insurance Company Limited

Ground Floor & Upper Basement,

Unit No. 1A & 2A, RahejaTipco Plaza,

Rani Sati Marg, Malad (East),

Mumbai- 400097

Maharashtra.

E-mail: grouplife@iciciprulife.com

For updated contact details, We request You to regularly check Our website.

#### a) Grievance Redressal Officer:

If you do not receive any resolution from us or if you are not satisfied with our resolution, you may get in touch with our designated Grievance Redressal Officer (GRO) at gro@iciciprulife.com or 1860 266 7766.

Address: ICICI Prudential Life Insurance Co. Ltd.

Ground Floor & Upper Basement,

Unit No. 1A & 2A, RahejaTipco Plaza,

Rani Sati Marg, Malad (East), Mumbai- 400097

Maharashtra.

For more details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

#### b) Senior Grievance Redressal Officer:

If you do not receive any resolution or if you are not satisfied with the resolution provided by the GRO, you may write to our senior grievance redressal officer (SGRO) at smgro@iciciprulife.com or 1860 266 7766.

Address: ICICI Prudential Life Insurance Co. Ltd

1089, ICICI Pru Life Towers, Appasaheb Marathe Marg, Prabhadevi, Mumbai-400025

For more details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

#### c) Grievance Redressal Committee:

If you do not receive any resolution or if you are not satisfied with the resolution provided by the SGRO, you may escalate the matter to our internal Grievance Redressal Committee at the address mentioned below:

ICICI Prudential Life Insurance Company Limited, Ground Floor & Upper Basement, Unit No. 1A & 2A, RahejaTipco Plaza, Rani Sati Marg, Malad (East), Mumbai- 400097 Maharashtra.

If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255 Email ID: complaints@irda.gov.in

You can also register your complaint online at http://www.igms.irda.gov.in/

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

9th floor, United India Towers, Basheerbagh

Hyderabad –500 004, Telangana

Fax No: 91-40 - 6678 9768

#### 2. Insurance Ombudsman:

The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies. As per Insurance Ombudsman Rules, 2017, the Ombudsman shall receive and consider complaints or disputes relating to:

- a. delay in settlement of claims, any partial or total repudiation of claims;
- b. disputes over premium paid or payable in terms of insurance policy;
- c. misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- d. legal construction of insurance policies in so far as the dispute relates to claim;
- e. policy servicing related grievances against insurers and their agents and intermediaries;
- f. issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- g. non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance;
- h. any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the

IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (e).

### Manner in which complaint to be made

- (1) Any person who has a grievance against an insurer, may himself or through his legal heirs, nominee or assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer complained against or the residential address or place of residence of the complainant is located.
- (2) The complaint shall be in writing, duly signed by the complainant or through his legal heirs, nominee or assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
- (3) No complaint to the Insurance Ombudsman shall lie unless—
  - (a) the complainant makes a written representation to the insurer named in the complaint and
    - i. either the insurer had rejected the complaint; or
    - ii. the complainant had not received any reply within a period of one month after the insurer received his representation; or
    - iii. the complainant is not satisfied with the reply given to him by the insurer;
  - (b) The complaint is made within one year—
    - (i) after the order of the insurer rejecting the representation is received; or
    - (ii) after receipt of decision of the insurer which is not to the satisfaction of the complainant;
    - (iii) after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer named fails to furnish reply to the complainant.
- (4) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- (5) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

We have given below the details of the existing offices of the Insurance Ombudsman. We request You to regularly check our website at www.iciciprulife.com or the website of the IRDAI at www.irdai.gov.in for updated contact details.

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad -380 001	Tel.:- 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad @ecoi.co.in	Gujarat , Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase Bengaluru – 560078	Tel No: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@e coi.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@ecoi. co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHW AR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneshwar -751 009	Tel.:- 0674- 2596455/2596461 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar @ecoi.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- 2706468/2706196 Fax: 0172-2708274 Email: bimalokpal.chandigarh@ ecoi.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh

CHENNAI	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai -600 018	Tel.:- 044-24333668 /24335284 Fax: 044-24333664 Email: bimalokpal.chennai@eco i.co.in	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road,  New Delhi -110 002	Tel.:- 011- 23237532/23239633 Fax: 011-23230858 Email: bimalokpal.delhi@ecoi.c o.in	Delhi
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Building Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015	Tel: 0484- 2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@e coi.co.in	Kerala , Lakshadweep , Mahe– a part of Pondicherry
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, Guwahati -781 001	Tel.:- 0361- 2132204/2132205 Fax: 0361-2732937 Email: bimalokpal.guwahati@ec oi.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 Salem Function Palace A.C. Guards, Lakdi-Ka-Pool, Hyderabad -500 004	Tel: 040- 65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@ ecoi.co.in	Andhra Pradesh, Telangana, UT of Yanam & part of the UT of Pondicherry
JAIPUR	Office of Insurance Ombudsman,	Tel : 0141-2740363	Rajasthan

KOLKATA	Jeevan Nidhi - II, Ground floor Bhawani Singh Road, Ambedkar circle Jaipur - 302005  Office of the Insurance Ombudsman, 4th Floor, Hindusthan Building Annexe, 4, C.R.Avenue,  Kolkatta – 700 072	Email: bimalokpal.jaipur@ecoi.c o.in  Tel: 033- 22124339/22124340 Fax: 033-22124341  Email: bimalokpal.kolkata@ecoi.co.in	West Bengal ,Sikkim and Andeman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase II,  Nawal Kishore Road,  Hazaratganj, Lucknow - 226 001	Tel: 0522 - 2231331/2231330 Fax: 0522-2231310  Email: bimalokpal.lucknow@ec oi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur,

			Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe S.V. Road, Santacruz(W),	Tel: 022- 26106960/26106552 Fax: 022-26106052 Email: bimalokpal.mumbai@ec oi.co.in	Goa and Mumbai Metropolitan region (excluding Navi Mumbai & Thane)
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NOIDA	Office of Insurance Ombudsman,	Tel: 0120-2514250 / 2514251 / 2514253	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh,
	Bhagwan Sahai Palace, 4th Floor,  Main Road, Naya Bans, Sector 15 Noida Distt - Gautam Buddh Nagar U.P - 201 301	Email: bimalokpal.noida@ecoi.c o.in	Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanag ar, Ghaziabad, Hardoi, Shahjahanpur,
			Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building	Tel: 0612-2680952	Bihar, Jharkhand
	Bazar Samiti Road	Email: bimalokpal.patna@ecoi.c o.in	

	Bahadurpur Patna - 800 006		
PUNE	Office of Insurance Ombudsman,  II Floor, Jeevan Darshan,N C Kelkar Road,  C.T.S No 195 to 198, Narayanpeth Pune-411030	Tel: 020-41312555  Email: bimalokpal.pune@ecoi.c o.in	State of Maharashtra, Area of Navi Mumbai & Thane( excluding Mumbai Metropolitan region)

#### Annexure I – Section 39 – Nomination by member

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance laws (Amendment) Act, 2015 as amended from time to time. The extant provisions in this regard are as follows:

- 1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 3. Nomination can be made at any time before the maturity of the policy.
- 4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).

- 13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- **16.** The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

Disclaimer: This is a simplified version of Section 39 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 as amended from time to time for complete and accurate details

# Annexure II - Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The extant provisions in this regard are as follows:

- 1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. 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.
- 3. 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.

- 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. 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.
- 8. 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.
- 9. 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

Disclaimer: This is a simplified version of Section 38 of the Insurance Laws (Amendment) Act, 2015 as amended from time to time. The policyholders are advised to refer to The Insurance Laws (Amendment) Act, 2015 as amended from time to time for complete and accurate details.

# <u>Annexure III – Section 45 – Policy shall not be called in question on the ground of misstatement after three years</u>

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Laws (Amendments) Act, 2015, as amended from time to time are as follows:

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a) the date of issuance of policy or
  - b) the date of commencement of risk or
  - c) the date of revival of policy or
  - d) the date of rider to the policy

whichever is later.

- 2. 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 policy

whichever is later.

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

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. 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.