Policy Document - Terms and Conditions of your policy

ICICI Pru Group Nishchit Aay Yojana

A Non-Participating, Non-Linked, Life, Group, Savings Insurance Product

PART-B

Definitions

1. Age means the age of the Member(s) in completed years as on Policy Commencement Date. **2. Certificate of Insurance** means the certificate issued by the Company to Member to confirm the Member's insurance cover under the Master Policy. **3. Claimant** means the person(s) entitled to receive Benefits as per the terms and conditions of the policy and applicable laws, and includes the Nominee, the Assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate of the Member or the Nominee as the case may be. **4. Coverage Term** means the period for which insurance cover is provided to the individual Member under the Master Policy and is the period between the Date of Commencement of Cover and Terminal Date or Date of Termination of Cover; whichever is earlier. **5. Date of Commencement of Cover** means the date of commencement of Cover for the individual Members under the Master Policy as specified in the Certificate of Insurance: (i) at the time of issuance of the Master Policy, it will be the date of acceptance of risk subject to receipt of Member data and premium towards these Members. (ii) for new Members joining during the term of the Master Policy, it will be the date of acceptance of risk subject to receipt of Member data and premium towards these Members. Member Data means the necessary details of the Members required to provide risk Cover. **6. Date of issue** means the date on which this Master Policy has been issued by the Company **7. Date of Termination of Cover** means the date specified in the Certificate of Insurance on which the Member cover stands terminated with all rights and benefits thereunder. **8. Financial Year** is the period from 1st April of a calendar year to 31st of March of the next calendar year. **9. Group** means a group of Members accepted by the Company as constituting a Group for the purposes of this Master Policy. **10. Lock-in-Period** means the period as specified in the Scheme Rules, during which the Surrender Benefit becomes payable upon surrendering the Master Policy by You. **11. 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. 12. **Member/Primary Member/You** is someone who is covered under the Scheme as per the Rules of the Scheme and is therefore eligible for the benefits under the Policy **13. Member Cover** means the individual coverage provided to each Member of the Group under this Master Policy. 14. **Payout Frequency** means the frequency as chosen by the Master Policyholder for the payment of Survival Benefits to its Members at the end of month/quarter/half year/year. The Payout Frequency chosen is as mentioned in the Policy Schedule. **15. Policy Commencement Date** means the date as specified in the Policy Schedule, on which the insurance coverage under this Master Policy commences. **16. Policy Schedule** means the Policy schedule and any endorsements attached to and forming part of this Policy. **17. Proposal Form** a form to be filled in by You in physical or electronic form, for furnishing the information including material information, if any, as required by Us in respect of a risk, in order to enable Us to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted. Explanation: (i) "Material Information" shall mean all important, essential and relevant information and documents explicitly sought by Company in the proposal form. **18. 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). **19. 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. These rules are inclusive of but not limited to the responsibilities and duties of the Master Policyholder towards the Members and the Company. **20. Single Pay** means premium needs to be paid once at the start of the Member cover. **21. Secondary Member** means someone who is covered under the Scheme as per the Rules of the Scheme and is therefore eligible for Family Income Benefit post death of the Primary Member. **22. Sum Assured** means the amount payable on death of the Member during the Coverage Term as specified in Scheme Rules and in the Certificate of Insurance. 23. **Surrender** means complete withdrawal or termination of the entire Master Policy contract by You. 24. **Surrender Benefit** means an amount, if any, that becomes payable to You on surrender of a Master policy during the Lock-in Period, in accordance with the terms and conditions of the policy. **25. Survival Benefit Start Date** means the date as specified in in the Certificate of Insurance on which the payment of Survival Benefit commences. **26. Terminal Date** means the date when a Member ceases to be a Member of the Scheme. **27. Total Premiums Paid** means the total of all premiums paid under the Master Policy, excluding any extra premium, any rider premium and taxes, if collected explicitly. **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

A. Benefits payable under the policy

1. Survival Benefit:

We shall pay the Survival Benefit to the Member/Primary Member, as applicable, from the Survival Benefit Start Date during the Coverage Term as per the Payout Frequency specified in the Policy Schedule/ Certificate of Insurance. The Survival Benefit shall be payable to the Member provided the Member is alive on the respective due dates and the Policy/ Member Cover is In-force. The Survival Benefit amount and Payout Frequency applicable to the Members is as chosen by You and mentioned in the Scheme Rules and Certificate of Insurance. There are two types of Survival Benefits offered under the policy – Level and Increasing. The type of Survival Benefit applicable under this Policy is as chosen by You and is as mentioned in the Policy Schedule/ Certificate of Insurance and permitted in the Scheme Rules. a. Level – If this option has been chosen, then Survival Benefit shall remain constant throughout the Member's Coverage Term. b. Increasing - If this option has been chosen, then the Survival Benefit payable to the Member shall increase during the Coverage Term. The increase in Survival Benefit and its frequency shall be governed by Scheme Rules . The Survival Benefit shall terminate on death of the Member or expiry of the Coverage Term, whichever is earlier.

2. Death Benefit

There are three Options of Death Benefit under this Product namely Option 1, Option 2 and Option 3. The Death Benefit applicable and payable upon death of the Member shall depend upon the Option chosen by You at inception and as mentioned in the Policy Schedule and Certificate Of Insurance. a. Option 1- In the event of death of a Member during the Coverage Term provided the Member cover is In-force, the following benefits shall be payable to the Claimant: i. Sum Assured; and ii. Family Income Benefit - A regular income will be paid as the Benefit amount for the outstanding Coverage Term. The Benefit amount and Payout Frequency of this Benefit shall be same as the Survival Benefit that would have been payable to the Member on his/her survival. iii. In the event of death of any of the Nominee(s) during the period when the Family Income Benefit is applicable, then the Policy shall continue till the Date of Termination of Cover and proceeds of the Policy shall be payable to the legal heirs of the Nominee or to the legal heirs of the Life Assured as per Section 39 of the Insurance Act, 1938 as amended from time to time

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iv. Upon payment of the last instalment of the Family Income Benefit to the Claimant, the Member Cover shall terminate with all rights and benefits thereunder. b. Option 2 – In the event of death of a Member during the Coverage Term provided the Member cover is In-force, the Sum Assured shall be payable to the Claimant. i. Upon payment of the Sum Assured, the Member Cover shall terminate with all rights and benefits thereunder. ii. If any Survival Benefit is paid post death of a Member during the Coverage Term, the same amount shall be deducted from the Sum Assured. c. Option 3- This option consists of a

Primary Member and a Secondary Member, as specified in the Scheme Rules, and as mentioned in the Certificate of Insurance. The details for Primary Member and Secondary Member provided at inception of the Master Policy cannot be changed during the Coverage Term. i. In the event of death of the Primary Member during the Coverage Term provided the Member cover is In-force, the following benefits shall be payable:

1. Sum Assured is payable to the Claimant; and

2. Family Income Benefit – A regular income will be paid as the Benefit amount for the Outstanding Coverage Term or till death of Secondary Member, whichever is earlier. The Benefit amount and Payout Frequency of this Benefit shall be same as the Survival Benefit that would have been payable to the Primary Member on his/ her survival.

ii. In case the Secondary Member has pre-deceased the Primary Member, then on the death of the Primary Member during the Coverage Term, upon payment of the Sum Assured to the Claimant, the Member Cover shall terminate with all rights and benefits thereunder. Under this scenario, if any Survival Benefit has been paid by the Company post the death of the Primary Member during the Coverage Term, the same shall be deducted from the Sum Assured. d. If any Survival Benefit(s) have been paid by the Company post the death of the Member and subsequently the death claim is rejected by the Company, then the Company shall be entitled to recover the extra survival benefits that have been paid by the Company to the Master Policyholder/ Member. e. In the event of death of the Member on the Date of Termination of Cover or the Terminal Date, then the Death benefit shall not be payable and only the last instalment of the Survival Benefit (if applicable) shall be payable.

3. Maturity Benefit

No Maturity benefit shall be payable under this policy. **B. Eligibility for Membership** a. A person becomes eligible to be a Member under the Scheme if he/she is required to be compensated by You under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 or any other similar Act promulgated by the Central Government or any State Government. b. Persons who join the Group on or after the Policy Commencement Date shall be eligible for Membership of the Scheme, subject to them being within the age limits as specified in Rules of the Scheme. c. The eligibility of a person to become a Member under the Scheme is subject to the Company receiving an intimation of eligibility of the person and premium amount preferably within 45 days of the person becoming eligible. d. A Members' coverage under the Master Policy shall terminate on any of the following: i. he/she ceases to satisfy any of the eligibility criteria ii. if he/ she ceases to be a Member of the group; iii. upon payment of the Death Benefit iv. If the Master Policyholder surrenders the Policy during the Lock-in Period; v. On expiry of Coverage Term **C. Cover of Members** a. The Master Policy provides Survival Benefit and Death Benefit as specified in the Scheme Rules for Members of the Group covered by the Master Policy. b. The Survival Benefit, Sum Assured applicable for the Member, Payout frequency and Type of Survival benefit (level or increasing) would be as specified in the Scheme Rules and mentioned in the Policy schedule/Certificate of Insurance (as applicable). c. The Master Policyholder shall hold this Master Policy of Group Nishchit Aay Yojana (referred to in this document as "the Policy" or "the Master Policy"). d. All Benefits arising out of the Master Policy, except Surrender Benefit, shall be solely for the Benefit of the Members. e. The Company will pay the Benefit on occurrence of an event upon which the Benefit becomes payable, and only on receipt of documents authenticated by the Master Policyholder, and to the satisfaction of the Company. f. The Members' shall nominate beneficiary(ies) to receive the benefits under the Master Policy whose details shall be furnished to Us. g. The Cover under the Master Policy shall be effective for the Coverage Term. A Member shall be entitled to the Benefits of the Master Policy only during the Coverage Term. **D. Method of effecting Cover:** For effecting the Cover to the Member under the Master Policy: a. The Master Policyholder / Member shall immediately make available to the Company with all such original documents and the premium payable for effecting Cover to the Member under the Master Policy. b. Cover will commence only if the personal statement / declaration of good health, if any or any other factor relating to the insurability of a life is to the satisfaction of the Company. The decision of the Company thereon shall be final and binding on the Master Policyholder and the Member. c. This Master Policy has been effected in accordance with the Rules of the Scheme. Any amendment of the Rules of the Scheme by the Master Policyholder shall be operative only, if the amendment is specifically approved by the Company in writing and not otherwise. d. We shall have the right to vary the terms and conditions of the Master Policy including the premium payable for new members or to discontinue adding new Members to the Master Policy, by giving a written notice of one month. **E. Premium payment** a. The Master Policy holder will pay a Single Premium for the benefits payable in respect of each Member before the entry of Member into the Scheme. The total premium payable at commencement of policy shall be equal to the sum of premiums in respect of individual Members of the Group at inception. For subsequent entries, the Single Premium in respect of each member shall be paid as and when the members enter into the Scheme. b. Premium may be paid through any of the following modes: i. Cheque ii. Demand Draft iii. Pay Order iv. Banker's cheque v. Internet facility as approved by the Company from time to time vi. Electronic Clearing System / Direct Debit vii. Credit or Debit cards held in your name c. Amount and modalities will be subject to our rules and relevant legislation or regulation d. In case the payment made towards the premium is not realized by Us due to any reason whatsoever You shall be solely responsible for the verification of such realisation. e. In case the payment made towards the Premium is not realised by us due to any reason whatsoever, the Master Policy or the Member Cover as applicable, if issued, shall stand automatically cancelled and the cover of the Members shall be terminated.

PART-D

1. Free look Period

On receipt of the Policy Document, whether received electronically or otherwise, You have an option to review the policy terms and conditions. If You are not satisfied or have any disagreement with the terms and conditions of the Policy or otherwise and have not made any claim, the Policy Document needs to be returned to the Company with reasons for cancellation within 30 days from the date of receipt of the Policy Document On cancellation of the Policy during the free look period, We will return the premium paid subject to deduction of stamp duty under the policy and any benefits paid. The Policy / Member's cover shall terminate on payment of this amount and all rights, benefits and interests will stand extinguished.

2. Surrender Benefit

If You Surrender this Master Policy during the Lock-in Period, then We shall return the total premiums paid by You subject to deduction of the benefits paid (if any) to the Claimant. The Lock in period applicable to this Master policy is as mentioned in the Scheme Rules and Policy Schedule, No Surrender is allowed after the Lock in Period. . On surrender of the Policy, all rights, benefits and interests under the Policy will stand extinguished.

3. Loan

No loans shall be available under the policy.

4. Exclusions

None

5. Rider

Not Applicable

6. Revival

Not Applicable

PART-E

This section is not applicable to Your policy.

PART-F

General Conditions

1. Age We have issued this Policy considering the date of birth of the Member as declared by You in the Member Data/ Proposal form as applicable to be true and correct. However, if at any point of time it is found that the age of the Member as declared in the Proposal form is different from the actual Age of the Member, then the Company reserves the right to cancel the Member policy

2. Assignment of Benefit Assignment of Benefit under the Policy will be governed by Section 38 of the Insurance Act, 1938, as amended from time to time. Please refer to Annexure I for details on this section.

3. Nomination Nomination under the Policy will be governed by Section 39 of the Insurance Act, 1938, 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 Act, 1938, as amended from time to time. Please refer to Annexure III for details on this section.

5. Misstatement & Fraud Non-disclosure and Fraud will be as per Section 45 of the Insurance Act, 1938, 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 For processing a death claim under this Policy, We will require the following documents (as may be relevant): i. Duly filled and signed Claimant Statement Form or Request on mail from the Authorized Signatory ii. Death Certificate issued by local government authority of the person insured in the policy (Life Assured) iii. Copy of cancelled cheque / bank statement / passbook of the bank account of the claimant where payment needs to be transferred. Additional documents will also be required, depending on the type of death, for faster processing of your claim. For deaths due to Natural/ Medical reasons: Death at hospital / Death at a place other than hospital i. Past medical records and treatment papers ii. All hospitalization records such as Admission form, Hospital treatment papers, Discharge summary, Diagnostic reports iii. Medico-legal cause of death iv. Employer Certificate – only if Life Assured was a salaried individual Death due to any other reason: i. First Information report (FIR) ii. Postmortem report (PMR) iii. Inquest/ Panchnama Report iv. Viscera /Chemical Analysis Report, if any v. Final Police Investigation Report vi. Newspaper Cutting, if any vii. Driving License viii. Medical records and treatment papers ix. All hospital Papers (records such as Admission form, Indoor Case Papers (ICPs), Discharge summary, Diagnostic reports x. Duly filled in Medical Hospital Attendant Certificate xi. Medico-legal cause of death xii. Employer Certificate – only if Life Assured was a salaried individual For processing a survival benefit claim under this Policy, We will require the following documents: a) Payout mandate b) Cancelled Cheque for processing electronic payment. Claim payments are made only in Indian currency in accordance with the prevailing Exchange control regulations and other relevant laws and regulations in India. In case the Claimant is unable to provide any or all of the above documents, in exceptional circumstances such as a natural calamity, the Company may at its own discretion conduct an investigation and may subsequently settle the claim.

8. Suicide Exclusion Not Applicable

9. 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.

10. 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.

11. 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 Solutions Service Desk ICICI Prudential Life Insurance Company Limited, Unit No. 901A, 901B, 1001A & 1002B, Prism Towers, Mindspace, Link Road, Goregaon (West), Mumbai- 400104. 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.

12. 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 / Member will be required to pay Goods and Services Tax, as applicable 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.

13. Electronic Transactions All transactions carried out 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. The Company reserves the sole right to terminate, stop or do away with all or any of the said facilities without any prior intimation to the Master Policyholder / Member / Beneficiaries.

14. Audit The Insurer shall have the right to audit or cause audit into the accuracy of the Credit account statements of the insured Members in respect of which claims were settled on the completion of every Financial Year.

15. Force Majeure In the event where Company's performance or any other obligations are prevented or hindered as a consequence of any act of God or state, strike, lock out, legislation or restriction by any government or any other statutory authority or any other circumstances that lie beyond Company's anticipation or control, the performance of this policy shall be wholly or partially suspended during the continuance of such force majeure. The Company shall resume its obligations towards the Policy as soon as the Force Majeure event ceases. The Company undertakes to keep the IRDAI informed and take prior approval before effecting any of these changes. 16. **Issue of Duplicate Policy** We shall issue a duplicate of Policy document, on receipt of a written request for the same from You along with the necessary documents as may be required by Us and at such charges as may be applicable from time to time. The current charges for issuance of duplicate policy is ₹ 200. Free look option is not available on issue of duplicate Policy document.

PART-G

Policy Servicing and Grievance Handling Mechanism

1. Customer service

For any clarification or assistance, You may submit your query or request through 'write to us' section on our mobile app or website.

You may contact Our advisor or call Our customer service representative (between 10.00 a.m. to 7.00 p.m, Monday to Saturday; excluding national holidays) on the numbers mentioned in the policy document or on Our website: www.iciciprulife.com. For our NRI customers or any claim related assistance or enquiries, you can call us 24*7 on the numbers specified in the policy document or on Our website: www.iciciprulife.com except on national holidays. Additionally, you can touch base with us through chat and WhatsApp for a host of servicing enquiries or request submissions.

Alternatively, You may communicate with Us at any of our branches or the customer service desk whose details are mentioned in the policy document. For updated contact details, we request You to regularly check Our website.

i. Grievance Redressal Officer:

If You do not receive any resolution from Us or if You are not satisfied with Our resolution, You may submit your concern to the designated grievance redressal officer (GRO) at the 'grievance redressal' section on our website, or write to us at at gro@iciciprulife.com . Alternatively, you may send a letter at the communication address mentioned below

ICICI Prudential Life Insurance Company Limited,
Unit No. 901A, 901B, 1001A & 1002B, Prism Towers,
Mindspace, Link Road, Goregaon (West),
Mumbai- 400104.
Maharashtra.

ii. Grievance Redressal Committee:

If You do not receive any resolution or if You are not satisfied with the resolution provided by the GRO, You may escalate the matter to Our

internal grievance redressal committee at the 'grievance redressal' section on our website or write a letter at the address mentioned below:
ICICI Prudential Life Insurance Company Limited,
Unit No. 901A, 901B, 1001A & 1002B, Prism Towers,
Mindspace, Link Road, Goregaon (West),
Mumbai- 400104.
Maharashtra.

iii. Policyholders' Protection and Grievance Redressal Department:

If you are not satisfied with the response or do not receive a response from us within two weeks, you may approach Policyholders' Protection and Grievance Redressal Department, the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:
IRDAI Grievance Call Centre (BIMA BHAROSA SHIKAYAT NIVARAN KENDRA)

155255 (or) 1800 4254 732

Email ID: complaints@irdai.gov.in

You can also register your complaint online at**bimabharosa.irdai.gov.in**

Address for communication for complaints by fax/paper:
Policyholders' Protection and Grievance Redressal Department – Grievance Redressal Cell
Insurance Regulatory and Development Authority of India
Survey No. 115/1, Financial District, Nanakramguda, Gachibowli,
Hyderabad, Telangana State – 500032

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 and Insurance Ombudsman (Amendment) Rules, 2021, the Ombudsman shall receive and consider complaints or alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds:
a. delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
b. any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
c. disputes over Premium paid or payable in terms of insurance policy;
d. misrepresentation of policy terms and conditions at any time in the Policy Document or policy contract;
e. legal construction of insurance policies in so far as the dispute relates to claim;
f. policy servicing related grievances against insurers and their agents and intermediaries;
g. issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the Proposal Form submitted by the proposer;
h. non-issuance of insurance policy after receipt of Premium in life insurance and general insurance including health insurance; and
i. any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, in so far as such matter relates to issues referred to in clauses (a) to (h).

Manner in which complaint to be made

1. Any person who has a grievance against an insurer or insurance broker, 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 or the insurance broker, as the case may be complained against or the residential address or place of residence of the complainant is located.
2. The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen 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 has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned or the insurer named in the complaint and—
i. either the insurer or insurance broker, as the case may be had rejected the complaint; or
ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be received his representation; or
iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;
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 or insurance broker, as the case may be 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 or insurance broker, as the case may be if the insurer or insurance broker, as the case may be 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 or insurance broker, as the case may be 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.
6. The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14
The Ombudsman shall not award compensation exceeding more than Rupees Fifty Lakhs (including relevant expenses, if any).
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.

1. 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@cioins.co.in **Areas of Jurisdiction:** Gujarat , Dadra & Nagar Haveli, Daman and Diu

2. 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: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in **Areas of Jurisdiction:** Karnataka

3. BHOPAL: Office of the Insurance Ombudsman, 1 st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462011. Tel: 0755-2769201, 2769202 and 2769203 Email: bimalokpal.bhopal@cioins.co.in **Areas of Jurisdiction:** Madhya Pradesh & Chhattisgarh

4. BHUBANESHWAR: Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel: 0674-2596455/2596249/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in **Areas of Jurisdiction:** Odisha

5. CHANDIGARH: Office of the Insurance Ombudsman, Jeevan Deep Building, SCO 20-27, Ground Floor, Sector-17-A, Chandigarh - 160017 Tel.: 0172 -2706468 Email: bimalokpal.chandigarh@cioins.co.in **Areas of Jurisdiction:** Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

6. CHENNAI: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in **Areas of Jurisdiction:** Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).

7. DELHI: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel 011 – 46013992/23213504/23232481 Email: bimalokpal.delhi@cioins.co.in **Areas of Jurisdiction:** Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

8. KOCHI: Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College,M.G.Road, Kochi - 682 011. Tel.: 0484 – 2358759 Email: bimalokpal.ernakulam@cioins.co.in **Areas of Jurisdiction:** Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.

9. GUWAHATI: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (Assam). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in **Areas of Jurisdiction:** Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

10. HYDERABAD: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 -23312122 // 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in **Areas of Jurisdiction:** Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

11. JAIPUR: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor,Bhawani Singh Marg,Jaipur - 302 005. Tel.: 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in **Areas of Jurisdiction:** Rajasthan

12. KOLKATA: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor,4, C.R. Avenue, Kolkatta - 700 072 Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in **Areas of Jurisdiction:** West Bengal, Sikkim, Andaman & Nicobar Islands.

13. LUCKNOW: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in **Areas of Jurisdiction:** Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

14. MUMBAI: Office of the Insurance Ombudsman,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in **Areas of Jurisdiction:** Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

15. NOIDA: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4 th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in **Areas of Jurisdiction:** State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

16. PATNA: Office of the Insurance Ombudsman, 2 nd Floor, Lalit Bhawan, North Wing Bailey Road, Patna 800001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in **Areas of Jurisdiction:** Bihar,Jharkhand

17. PUNE: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in **Areas of Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Annexure 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: 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

Annexure II – Section 39 – Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938, as amended from time to time. The extant provisions in this regard are as follows: 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.

Annexure III – 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: 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 Member. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequentl