

# Policy Document - Terms and Conditions of your policy

## ICICI Pru GIFT Select

A Non-Participating, Non-Linked, Life Individual Savings Insurance Plan

### PART-B

#### Definitions

**1. Age** means age of the Life Assured in complete years as on the Date of commencement of risk of Policy. **2. Annualized Premium** means the premium amount payable in a Year (here Year means Policy year), excluding taxes, rider premiums, underwriting extra premiums and loadings for modal premiums. **3. Appointee** means the person appointed by You and named in the Policy Schedule. This is applicable only where the Nominee is a minor. **4. Assignee** is the person to whom the rights and benefits are transferred by virtue of an Assignment. **5. Assignment** is the process of transferring the rights and benefits to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of Insurance Act, 1938 as amended from time to time. **6. Claimant** means the person entitled to receive the Policy benefits as per the terms and conditions of the Policy and applicable laws, and includes You, the Life Assured the Nominee, the Assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate, as the case may be. **7. Date of commencement of risk** is the Policy Acceptance Date or the Policy Issue Date whichever is later. **8. Date of Maturity** means the date specified in the Policy Schedule on which the Policy Term ends with all rights and benefits and only the last Guaranteed Income (if applicable) and Guaranteed Maturity Benefit (if applicable) are payable. **9. Death Benefit** means the benefit, which is payable on death of the Life Assured during the Policy term as specified in the Policy document. **10. Fully paid policy** is a policy for which all Premiums have been paid, as per the Premium Payment Term selected, and no further premiums are due. **11. Guaranteed Income ("GI")** means the amount specified in the Policy Schedule that is guaranteed to be paid by Us for the chosen Income Term during the Policy Term in accordance with the terms of the Policy. If Increasing Guaranteed Income is chosen, then the GI will increase every Policy year by 5% on compounding basis. **12. GI Income Start Date** means the date mentioned in the policy schedule on which the GI would start becoming payable subject to realization of the due premiums (if any). **13. Guaranteed Maturity Benefit** means the percentage of the sum of Annualized Premiums payable under the Policy as a lump sum and opted by You at the Policy inception. **14. Income Term** means the period as specified in the Policy Schedule during which the Guaranteed Income is payable. **15. In-force policy** means a Policy where either all due Premiums have been paid for the premium payment term or are being regularly paid by You. **16. Life Assured** means the person named in the Policy Schedule on whose life the Policy has been issued. **17. Limited Pay** means a Policy, where the premium payment period is limited compared to the Policy Term, and Premiums are payable at regular intervals like yearly, half yearly, monthly or any other interval as permissible under the Policy terms and conditions. **18. Low Cover Income Booster** means the option chosen at policy inception to avail a lower death cover to enjoy an increased Guaranteed Income. **19. Minor** is an individual who has not yet attained the legal age of 18 years. **20. Nomination** is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. **21. Nominee** means the person named in the Policy Schedule who has been nominated by You to receive the Death Benefit. Nomination can be effected only if Policyholder is same as Life Assured. **22. Paid-up policy** is a Policy wherein premium payment has been discontinued after acquiring a Surrender Value. **23. Policy** means the contract of Insurance entered into between You and Us as evidenced by the Policy document. **24. Policy Anniversary** refers to the annual anniversary of the Date of commencement of risk of policy. **25. Policy Document** means this document, the Proposal Form, the Policy Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form, and any endorsement issued by Us. **26. Policy Issue Date** means the date as specified in the Policy Schedule. **27. Policy Acceptance Date** means the date as specified in the Policy Schedule, from which the Policy was effected. **28. Policy**

**Schedule** means the policy schedule and any endorsements attached to and forming part of this Policy. **29. Policy Term** means the period between the Policy Acceptance Date and the Date of Maturity specified in the Policy Schedule. **30. Policy Month** refers to the period of one month commencing from the Policy Acceptance Date and every monthly anniversary thereafter. **31. Policy Year** means the period of 12 months commencing from the Date of commencement of risk of Policy and every Policy Anniversary, thereafter. **32. Policyholder or the Proposer or You or Your** means the owner of the Policy at any point of time. **33. Premium paying policy** is a policy which is neither a paid-up nor fully paid policy. **34. Premium Payment Term** means the period specified in the Policy Schedule during which Instalment Premium (inclusive of taxes) is payable by You. **35. Proposal Form** means 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" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by Us in the proposal form.

**36. Regulator** is the authority that has regulatory jurisdiction and powers over Us. Currently the Regulator is Insurance Regulatory and Development Authority of India (IRDAI). **37. Revival of the Policy** means restoration of Policy benefits which was discontinued due to non-payment of premium, by Us with all the benefits mentioned in the Policy Document, with or without rider benefits if any, upon the receipt of all the premiums due and other charges or late fee if any, during the Revival Period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved underwriting policy. **38. Revival Period** means the period of five consecutive complete years from the date of first unpaid Premium. **39. Sum Assured on Death** means the absolute amount specified in the Policy Schedule. **40. Surrender** means complete withdrawal/ termination of the entire Policy contract. **41. Surrender Value** means an amount, if any, that becomes payable on Surrender of the Policy during its term, in accordance with the terms and conditions of the Policy. **42. Total Premiums Paid (TPP)** means the total of all premiums paid under the base product excluding any extra premium and taxes, if collected explicitly. **43. UIN** means the Unique Identification Number allotted to this Plan by the IRDAI.

**44. We or Us or Our or Company** means ICICI Prudential Life Insurance Company Limited.

### PART-C

#### 1. Death Benefit

**1.1.** Upon death of the Life Assured during the Policy Term, for a Premium paying or Fully paid policy, Death Benefit payable to the Claimant shall be the highest of:

a. Sum Assured on Death b. 105% of Total Premiums Paid up to the date of death, and c. Surrender Value payable as on date of death

**1.2.** On payment of the Death Benefit to the Claimant, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished.

**1.3.** If any Survival Benefits have been paid after the Life Assured's date of death, the final Death Benefit shall be reduced to the extent of such excess payouts.

**1.4.** In the event of death of the Life Assured on the Date of Maturity, only the Maturity Benefit (if applicable) and the last GI payout (if applicable) is payable and the Death Benefit shall not be payable.

#### 2. Survival Benefit

There are two types of Survival Benefits offered under the policy – Guaranteed Income (GI) and Instant CashBack Benefit. Instant CashBack Benefit shall be payable only if specifically opted by You and mentioned in the Policy Schedule. The Survival Benefits shall be payable to You only for an In-force Policy.

### 2.1. Guaranteed Income(GI):

a) If you have chosen a non-annual premium payment frequency or if you not chosen any GI frequency at inception, then GI shall be paid to you at the end of every Policy Year during the Income Term commencing from the GI Start Date i.e “Annual in arrears” provided the Life assured is alive on the respective GI due dates. This shall be the default option. b) If you have chosen Annual Premium Payment Frequency, then you have two additional options to receive the GI i.e. “Monthly in arrears” or “Annually in Advance” as mentioned below: i. **Monthly in arrears:** If this frequency is opted by You, then You shall receive the GI benefit at the end of each Policy Month (i.e. GI due date) during the Income Term commencing from the GI Start Date. During the Premium Payment Term, GI (if due) will be paid out within Seven working days of realization of each Policy year’s premium by the Company or on the GI due date, whichever is later. Post premium payment term, such GI (if due) will be paid out on the respective due dates. ii. **Annual in advance:** If this frequency is opted by You, then You will receive the GI benefit at the beginning of each Policy Year (i.e. GI due date) during the Income Term commencing from the GI Start Date. In case Income Term starts from the first Policy Year, such GI will be paid out within seven working days of realization of the first year’s premium by the Company post issuance of the Policy. For any subsequent Policy Year during the premium payment term, such GI (if due) will be paid out within seven working days of realization of the respective Policy Year’s renewal premium by the Company or on the GI due date, whichever is later. Post premium payment term, such GI (if due) will be paid out on the respective GI due dates. c) In the event Premium Payment Frequency is changed by You from an Annual to a non-annual mode during the Premium Payment Term, then the GI frequency will be altered by Us such that all future GIs will be paid at the end of respective Policy Years (i.e “Annually in Arrears/ default option”) effective from the same Policy Anniversary on which the premium frequency change takes effect. Following GI modal factors would apply depending on the option chosen by You:

GI frequency	GI frequency factor	GI modal factor
Monthly in arrears	12	96%
Annual in advance	1	92%
Annual in arrears	1	100%

Instalment GI will be calculated as annual GI \* GI modal factor / GI frequency factor. d) The GI payable shall be determined by the GI option chosen by You at inception and as mentioned in the Policy Schedule. The GI options available to You at inception are as follows: i. **Level Guaranteed Income:** If this option has been chosen, then GI shall be payable starting from the GI Start Date until the Date of Maturity as mentioned in the Policy Schedule and it will remain constant during the entire Income Term. ii. **Increasing Guaranteed Income:** If this option has been chosen, then GI shall be payable starting from the GI Start Date until the Date of Maturity as mentioned in the Policy Schedule. The GI payable will increase every Policy Year by 5% p.a on a compounding basis.

### 2.2 Instant CashBack Benefit:

a. This benefit is a percentage of the Annualized Premium chosen by You at policy inception and as mentioned in the policy schedule. This benefit if chosen and mentioned in the Policy Schedule shall be payable within seven working days after issuance of the Policy subject to realization of the first year’s premium by Us. b. This benefit is available for policies with an Annual premium payment frequency and GI Payout Frequency of either “Annually in Advance” or “Annually in Arrears”, provided the Income Term starts from second or any later Policy Year. This benefit is paid only once after the issuance of the Policy.

### 3. Maturity Benefit

For a fully paid policy, on survival of the Life Assured until the Date of Maturity, Guaranteed Maturity Benefit as mentioned in the Policy Schedule shall be payable to You. Upon payment of this benefit, the Policy shall terminate with all rights and benefits thereunder. Guaranteed Maturity Benefit applicable and chosen by You is as mentioned in the Policy schedule.

4. The following options once chosen at the inception of the Policy, cannot be changed or altered during the Policy term:

- Premium Payment Term • Policy Term • Income Term • Percentage of Annualized Premium to be received as Instant CashBack benefit • Guaranteed income Start Year • Guaranteed Income option (Level or

- Increasing) • Frequency of Guaranteed Income • Percentage of Guaranteed Maturity Benefit • Option of Low cover Income Booster

### 5. Flexi Save Option

a. At any point of time during the Income Term, You shall have an option to accumulate the accrued GI Benefit(s) with the Company instead of receiving it. We will call this the “Flexi Save Option”. Such unpaid GI payouts shall earn a loyalty addition that shall accrue daily at the Reverse Repo Rate published by Reserve Bank of India (RBI).

This rate will be reviewed twice every year on 1<sup>st</sup> of June and 1<sup>st</sup> of December by the Company. The current Reverse Repo Rate as at December 1, 2025 is 3.35% p.a. Any change in bases used for determination of applicable interest rate will be subject to prior approval from IRDAI and will be disclosed to policyholders. b. This option is available under an Inforce as well as a Paid-up Policy. This option has to be chosen by You by submitting a written request within a reasonable time. c. You can withdraw accrued unpaid GIs partly/ fully at any time during the Policy Term. Post withdrawal, the balance accrued GI (if any) and all future GI(s) (if any), will continue to accumulate with daily accrual of loyalty addition as above until a specific request for opt out is received by Us. d. If the unpaid GIs are not withdrawn by You during the Income Term, the same shall be payable along with the benefit payable at the time of termination of the Policy on death, Surrender or Date of Maturity, whichever happens first. e. Once you have opted out of this feature, You will receive the future GIs on the respective GI Due Dates (as outlined in Part C, Clause 2.1).

### 6. Premium Payment

a) You are required to pay Instalment Premiums for the entire Premium Payment Term on the due dates and for the amount mentioned in the Policy Schedule along with taxes. b) Premiums under the policy can be paid in yearly, half-yearly or monthly mode. c) Change in mode of premium payment is allowed during the Premium Payment Term, but only on policy anniversary. For monthly and half-yearly modes of premium payments, additional loadings will be applied to the premium. The additional loadings, expressed as a percentage of the annual premium will be as given below:

Mode of Premium Payment	Modal Loading (as a % of premium)
Monthly	4.5%
Half-yearly	2.5%
Yearly	0%

d) You may pay premium through any of the following modes: i. Cheque ii. Demand Draft iii. Pay Order iv. Banker’s cheque v. Internet facility as approved by us from time to time vi. Electronic Clearing System/Direct Debit vii. Credit or Debit cards held in your name viii. any other mode, subject to applicable laws and Company’s internal policies e) Amount and modalities will be subject to our rules and relevant legislation or regulation. f) Any payment made towards first or renewal premium is deemed to be received by Us only when it is received at any of Our branch offices or authorized collection points and after an official printed/digital receipt is issued by Us. g) No person or individual or entity is authorized to collect cash, self-cheque, bearer cheque or vide electronic payments on Our behalf. h) Cheque or demand drafts must be drawn only in favour of ICICI Prudential Life Insurance Company Limited. i) Please ensure that You mention the proposal number for the first premium deposit and the policy number for the renewal premiums on the cheque or demand draft. j) In the event, first premium deposit or renewal premium is being paid You via online/ internet banking then please mention the application number or policy number as applicable in the comment section during the transaction. k) In case the payment made towards the first premium or renewal premium is not realized by us due to any reason whatsoever, You shall be solely responsible for the verification of such realization. l) Where Premiums have been remitted otherwise than in cash, the application of the Premiums received will be conditional on the realization of the proceeds of the instrument of payment, including electronic mode. m) If You suspend payment of premium for any reason whatsoever, We will not be held liable. In such an event, benefits, if any, will be available only in accordance with the Policy terms and conditions. n) In case the payment made towards the Premium is not realised by us due to any reason whatsoever, the Policy, if issued, shall stand automatically cancelled

### 7. Grace Period

If you are unable to pay an instalment premium by the due date, you will be given a grace period of 15 days for payment of due instalment premium if You have chosen monthly frequency, and 30 days for payment of due instalment premium if You have chosen any other frequency, commencing from the premium due date. The life cover continues during the grace period. In case of death of Life Assured during the grace period, We will pay the applicable Death Benefit.

**8. Renewal Premium in Advance**

Collection of renewal premium in advance shall be allowed within the same financial year for the premium due in that financial year. However, where the renewal premium due in one financial year is being collected in advance in earlier financial year, we may collect the same for a maximum period of three months in advance from the due date of the premium. The renewal premium so collected in advance shall only be adjusted on the due date of the premium.

**PART-D**

**1. Free look Period (30 days refund policy)**

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, the Company will return the premium paid subject to the deduction of: a. Stamp duty under the policy, b. Expenses borne by the Company on medical examination, if any c. Proportionate risk premium for the period of cover In case Instant CashBack Benefit has been availed and/or any GI has already been paid out , any such amount already paid out shall be deducted from the amount payable on free-look cancellation. The Policy will terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

**2. Surrender**

You may surrender the Policy any time after payment of at least one full Policy Years' Premium. Prior to receipt of one full year's premium, no Surrender Value is payable. i. On Policy Surrender, we will pay the Surrender Value equal to the higher of the following: a. Guaranteed Surrender Value (GSV) b. Special Surrender Value (SSV) ii. The policy will terminate on payment of the Surrender Value and all rights, benefits and interests under the policy shall stand extinguished.

**2.1. Guaranteed Surrender Value**

GSV will be calculated as follows:  $GSV = GSV \text{ factor} \times \text{total premiums paid less all survival benefits accrued and/or paid till date of surrender, subject to minimum of zero.}$  The GSV factors shall be as follows:

Policy Year of Surrender	GSV factor
1	15%
2	30%
3	35%
4 to 7	50%
8 to (Policy Term less 2)	$50\% + 40\% \times (\text{Policy Year} - 7) \div (\text{Policy Term} - 8)$
Policy Term less 1 to Policy Term	90%

All the factors applicable to Guaranteed Surrender Value calculation are guaranteed throughout the policy term.

**2.2. Special Surrender Value**

SSV is determined by the Company from time-to-time basis changing economic scenario. The Company may revise SSV, based on the then prevailing market conditions. Any change in the methodology/formula for calculating the SSV shall be subject to IRDAI approval.

**3. Benefits if a policy becomes Paid-up Policy**

If Premium payment is not made within the Grace Period any time after at least one full years' premium is paid, the Policy shall continue as a Paid-up Policy with reduced benefits as described below:

**3.1. Death Benefit**

On death of the Life Assured during the Policy Term, highest of the following benefit computed as on the date of death will be payable to the Claimant: • Paid-up Sum Assured on Death, • 105% of Total Premiums Paid till date of death, and • Surrender Value payable as on date of death. Where,

$\text{Paid-up Sum Assured on Death} = \text{Sum Assured on Death} \times \text{Reduced Paid-up factor}$

On payment of Death Benefit to the Claimant, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. For a Paid up Policy, in the event of death of the Life Assured on the Date of Maturity, only the paid-up Maturity Benefit (if applicable) and the last paid-up GI payout (if applicable) is payable and the paid-up Death Benefit shall not be payable.

**3.2 Survival Benefit**

**Paid up GI:** Upon attaining Paid Up status, Paid-Up GI shall be payable on the survival of the Life Assured on the respective GI Due Dates as per the prevailing GI payment frequency during the Income Term.

$\text{Paid-up GI} = \text{Instalment GI} \times \text{Reduced Paid-up factor}$

In case where Increasing GI option is selected by You at Policy inception, then the paid-up GI payable shall be calculated using the above stated formula, where the instalment GI amount shall be that as payable on the respective due dates should the Policy not become Paid-Up. The first payment of Paid-up GI benefit will be made after the policy converting to paid-up status or due date of payment, whichever is later.

**3.3 Maturity Benefit**

On survival of the Life Assured on Date of Maturity, paid-up Guaranteed Maturity Benefit , subject to a minimum of Total Premiums Paid less all survival benefits accrued and/or paid out over the Policy Term, and last paid-up GI payout (if applicable) will be payable on the Date of Maturity. The Paid-up Guaranteed Maturity Benefit shall be computed as  $\text{Guaranteed Maturity Benefit} \times \text{Reduced Paid-up factor}$  The Policy, after payment of this benefit, will terminate and all rights, benefits and interests under the Policy will stand extinguished.

**3.4** The Reduced Paid-up Factor shall be a ratio calculated as the total period for which Premiums have already been paid, divided by the maximum period for which premiums were originally payable, multiplied by an adjustment factor to allow for any excess Survival Benefits paid before the Policy was converted to reduced paid-up status.

**3.5** On revival of a Paid-Up policy, the paid-up Sum Assured on Death, paid-up GI and paid-up Guaranteed Maturity Benefit will be restored to the original Sum Assured on Death, the instalment GI and Guaranteed Maturity Benefit, respectively. In addition, if the revival happens during the Income Term, any positive difference between the Instalment GI as payable for a premium paying or fully paid policy during the Revival period and the Paid-up GI already paid out will be paid to You as one lumpsum. In case You have opted for 'Flexi Save Option' option (as outlined in Part C ,Clause 4), then such difference will become part of the current accumulated balance.

**4. Loans**

i. Loans are available provided a positive Surrender Value is payable under the Policy at the time of disbursement of the same. ii. Loan amount of up to 80% of Surrender Value can be availed. iii. For other than in-force and fully paid-up policies, if the outstanding loan amount including interest exceeds the Surrender Value, the Policy will be Foreclosed. You shall be given due intimation/ notice prior to the Policy foreclosure as a reasonable opportunity for continuing the Policy. On Foreclosure, the Policy will terminate, and all rights, benefits and interests under the Policy will stand extinguished. iv. For in-force and/ or fully paid-up Policy, the Policy can't be foreclosed on the ground of outstanding loan amount including interest exceeding the Surrender Value. v. For availing this feature of loan, the Policy shall be assigned to Company. vi. Before any benefits are paid out, loan outstanding together with the interest thereon if any will be deducted and the balance amount will be payable. vii. Applicable interest rate will be equal to 150 basis points in addition to the prevailing yield on 10-year Government Securities. The yield on 10-year Government Securities will be sourced from [www.bloomberg.com](http://www.bloomberg.com). The loan interest rate in January 2026 is 8.26% p.a. compounded half-yearly. viii. The loan interest rate will be reviewed monthly by us and any change in the interest rate shall be effective from 15<sup>th</sup> of the month. ix. The basis for computing loan interest will be reviewed from time to time and may be revised subject to the prior approval of the IRDAI.

**5. Revival**

A Policy which has discontinued payment of Premium may be revived subject to underwriting and the following conditions: a) The application for revival is made within 5 years from the due date of the first unpaid premium and before the Date of Maturity, whichever is earlier. Revival will be based on the prevailing Board approved underwriting policy. b) You furnish, at Your own expense, satisfactory evidence of health as required by Us. c) The arrears of Premiums together with interest at such rate as We may charge for late payment of premiums are paid, based on the prevailing Company policy. Revival interest rates will be set monthly and is equal to 1.50% plus the prevailing yield on 10 year Government Securities. The yield on 10 year Government Securities will be sourced from [www.bloomberg.com](http://www.bloomberg.com). The revival interest rate for January 2026 is 8.26% p.a. compounded half-yearly. d) The revival interest rate will be reviewed on the 15<sup>th</sup> day of every month by the company based on the 10-year G-Sec yield of one day prior to such review. e) The revival of the Policy may be on terms different from those applicable to the Policy before premiums were discontinued; for example, extra mortality premiums or charges may be applicable. We reserve the right to refuse to revive the Policy. The revival will take effect only if it is specifically communicated by Us to You. f) On revival of a lapsed Policy/ Paid up Policy, all benefits under the Policy will be restored as mentioned under Part D, Clause 3.5 above. g) Any change in revival conditions will be subject to prior approval from IRDAI and will be disclosed to policyholders.

#### **6. Lapsation & Foreclosure**

The Policy shall lapse with all benefits and the insurance cover shall cease, if premium payment is discontinued before at least one full years' premium is paid. If the policy is not revived within the Revival Period, then the policy shall foreclose and all rights and benefits under the policy shall stand extinguished. In this case, no premiums shall be refunded by the Company.

#### **7. To whom benefits are payable**

Benefits are payable to the Policyholder or to the Assignee(s), nominee where an endorsement has been recorded in accordance with Section 38 and Section 39 of the Insurance Act, 1938 as maybe applicable. If the Policyholder and the Life Assured are different, then in the event of death of the Policyholder and upon subsequent intimation of the death with the Company: a. If the Life Assured is a minor: the policy shall vest on the guardian of the minor life assured till he/she attains the age of majority. Upon attaining the age of majority the ownership of the policy shall be changed according to Clause 7 below; b. If the Life Assured is major: the policy shall vest on the Life Assured. Thereafter, the Life Assured shall become the Policyholder and will be entitled to all benefits and subject to all liabilities as per the terms and conditions of the policy. The Life Assured cum Policyholder can register due nomination as per Section 39 of the Insurance Act, 1938 as amended from time to time. The Company does hereby agree to pay the appropriate benefits under the policy subject to: i. the satisfaction of the Company of the benefits having become payable on the happening of an event as per the policy terms and conditions, ii. the title of the said person or persons claiming payment.

#### **8. Policy on the life of a Minor**

For policies issued on minor's life, the Date of commencement of risk will be the date of commencement of the policy. On such minor attaining the age of majority i.e. 18 years, the policy will vest on him/her. Thereafter, the Life Assured shall become the policyholder who will then be entitled to all the benefits and subject to all liabilities as per the terms and conditions of the policy. However, if the policy is assigned during the minority of the Life Assured, then the vesting of the policy shall be kept in abeyance till the assignment is valid and effective.

#### **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 Life Assured as declared by You in the proposal form to be true and correct. However, if at any point of time it is found that the age of the Life Assured as declared in the proposal form is different from the actual Age of the Life Assured, then the Company reserves the right to cancel the policy.

**2. 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 Appendix I for details on this section.

**3. Assignment** Assignment of the Policy will be governed by Section 38 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix 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 Appendix III for details on this section.

**5. Misstatement & Fraud** Misstatement and Fraud will be as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix 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. Communication address** Our communication address is: **Address: Customer Service Desk** ICICI Prudential Life Insurance Company Limited, Unit No. 901A, 901B, 1001A & 1002B, Prism Towers, Mindspace, Link Road, Goregaon (West), Mumbai-400104. Maharashtra. **Telephone:**1800-2660 **Facsimile:** 022 4205 8222 **E-mail:**[lifeline@iciciprulife.com](mailto:lifeline@iciciprulife.com) We expect You to immediately inform Us about any change in Your address or contact details.

**7. Electronic transactions** All transactions carried out by You through Internet, electronic, call centres, tele-service operations, computer, automated machines network or through other means of communication will be valid and legally binding on Us as well as You. This will be subject to the relevant guidelines and terms and conditions as may be specified by Us.

**8. 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 all differences or disputes arising in relation to this Policy.

**9. Legislative changes** All benefits payable under the Policy are subject to the tax laws and other financial enactments as they exist from time to time.

**10. Payment of claim** For processing a death claim under this Policy, We will require the following documents (as may be relevant): • Duly filled and signed Claimant Statement Form • Copy of Death Certificate of the Life Assured, issued by government authority • Claimant address proof\* • Claimant photo identity proof\* • Recent photograph of the claimant • Pan card / Form 60 of the claimant • Duly filled and signed Payout mandate form with bank account details of the claimant • Copy of cancelled cheque / bank statement / bank passbook with printed account number and name of the claimant

#### **DOCUMENTS REQUIRED BASED ON CAUSE OF DEATH A. In case of death due to Unnatural causes such as Accidents (Road / Rail / Air etc), Murder, Suicide, etc.**

• Medico-legal cause of death certificate • First Information Report (FIR) from the police authority • Inquest/ Panchnama Report • Final police investigation report • Post Mortem Report (PMR) issued by the hospital • Viscera / Chemical examination report • Newspaper Cutting, if any • Driving License (of the Life Assured driving the vehicle in case of death due to a road accident) • Hospitalization / treatment records if any • Duly filled in Medical/ Hospital Attendant Certificate • Duly filled in Employer Certificate (only if Life Assured was a salaried individual)

#### **B. In Case of death due to Natural or medical causes (death at home, hospital)**

• Medico-legal / Medical cause of death certificate • Past medical records and treatment papers • All hospitalization records of the Life Assured such as: i. Admission form ii. Indoor Case Papers (ICPs) iii. Discharge summary iv. Diagnostic test reports such as USG, Pathology / Lab reports etc., • Duly filled in Treating Doctor Certificate • Duly filled in Medical/ Hospital Attendant Certificate For processing a survival benefit, maturity claim under this Policy, We will require the following documents a) Cancelled Cheque for processing electronic payment b) KYC of Proposer of the policy 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.

**11. Suicide** In case of death due to suicide within 12 months from the date of commencement of risk under the policy or from the date of revival of the policy, as applicable, the Claimant shall be entitled to 80% of the Total Premiums Paid till the date of death or the Surrender Value available as on the date of death whichever is higher, provided the Policy is in force. In case Instant CashBack Benefit has been

availed and/or any GI has already been paid out, such amount(s) already paid out shall be deducted from the amount payable on such death. The Policy will terminate on making such a payment and all rights, benefits and interests under the Policy will stand extinguished.

**12. 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.

**13. Amendment to policy document** Any variations, modifications or amendment of any terms of the Policy document shall be communicated to you in writing by an endorsement on the 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](http://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](http://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 [gro@iciciprulife.com](mailto:gro@iciciprulife.com). Alternatively, you may send a letter at the communication address mentioned below

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

#### **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 901A & 901B, 1001A & 1002B, Prism Towers,  
MindSPACE Link Road, Goregaon West,  
Mumbai – 400104

#### **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](mailto:complaints@irdai.gov.in)

You can also register your complaint online at [bimabharosa.irdai.gov.in](http://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 (as amended till 09.11.2023), 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](http://www.iciciprulife.com) or the website of the IRDAI at [www.irdai.gov.in](http://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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:bimalokpal.chandigarh@cioins.co.in) **Areas of Jurisdiction:** Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat 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](mailto: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](mailto:bimalokpal.delhi@cioins.co.in) **Areas of Jurisdiction:** Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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, Raebareilly, 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](mailto: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](mailto: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](mailto: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](mailto:bimalokpal.pune@cioins.co.in) **Areas of Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

#### **Appendix I– 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. Disclaimer: This is a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

#### **Appendix 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 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 thereof 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 Act, 1938 as amended from time to time. The policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

#### **Appendix 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 misstatement 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 misstatement 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.