

Policy Document - Terms and Conditions of your policy

ICICI Pru Sukh Samruddhi

UIN:105N188V03-A Participating Non-Linked Life Individual Savings Product

PART-B

Definitions

1. Age means age of the Life Assured in completed years as on the Date of Commencement of Risk of the Policy. **2. Annualized Premium** shall be the premium amount payable in a Policy Year, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any. **3. Appointee** means the person appointed by You and named in the Policy Schedule, to receive the benefits payable under the Policy until Your nominee attains the age of majority. This is applicable only where the nominee is a minor. **4. Assignee** shall mean a person or an entity to whom the rights of this Policy has been transferred by the Policyholder in accordance with Section 38 of the Insurance Act 1938 as amended from time to time. **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. Bonuses** applicable are defined as follows a) Reversionary Bonus: Reversionary Bonus, if declared, will accrue on the date of declaration to premium paying contracts and fully paid contracts b) Interim Reversionary Bonus: Interim Reversionary Bonus, if declared, will accrue to eligible contracts on the death of the Life Assured. Each declared Interim Reversionary Bonus will apply from the date of declaration to the day immediately preceding subsequent declaration, if any c) Contingent Reversionary Bonus: Contingent Reversionary Bonus, if declared, will only be added explicitly to policies that become paid-up. Contingent Reversionary Bonus, if declared is also payable for premium paying and fully paid policies that are surrendered. Each declared contingent reversionary bonus will apply from the date of declaration to the day immediately preceding any subsequent declaration, if any. The contingent reversionary bonus would be reversed on revival. d) Terminal Bonus: Terminal Bonus, if declared, will accrue to eligible contracts on the death of the Life Assured and fully paid contracts on maturity. Each declared terminal bonus will apply from the date of declaration to the day immediately preceding any subsequent declaration, if declared. **7. Benefit Sum Assured ("BSA")** is a factor used for computation and not a benefit which is payable upon any event. This factor is applicable only under the Income Plan for the sole purpose of deriving Guaranteed Income and Bonuses and is as mentioned in the policy schedule. BSA is computed on the basis of the Premium, Premium Payment Term, Policy term, age and gender of the Life Assured. **8. Claimant** means the person(s) entitled to receive the Policy benefits as per the terms and conditions of the Policy and applicable laws, and includes the Policyholder, the nominee (s), the assignee, or their respective legal heir(s), the legal representative(s) or the holder(s) of succession certificate, as the case may be. **9. Date of Commencement of Risk** is the Policy Acceptance Date or the Policy Issue Date whichever is later. **10. Date of Maturity** means the date specified in the Policy Schedule on which the Policy Term ends and only the Maturity Benefit, if applicable, is payable. **11. Death Benefit** means the benefit, which is payable on death of the Life Assured during the Policy Term as specified in the Policy document. **12. 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. **13. Guaranteed Income (GI)** is the amount as mentioned in Your Policy Schedule and is payable as per Part C, Section 2 under Income Plan. **14. Income Term** means a period during the policy term as specified in the Policy Schedule during which the Guaranteed Income is paid. Income Term shall be the Policy Term less the Premium Payment Term. **15. Life Assured** is the person named in the Policy Schedule on whose life the Policy has been issued. **16. Limited Pay** means premiums need to be paid regularly for a limited portion of the Policy term. **17. Maturity Benefit** means the benefit, if any, which is payable on the Date of Maturity, as specified in the Policy Schedule. **18. 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.

19. Nominee means the person(s) named in the Policy Schedule who have been nominated by You to receive the Death Benefit. Nomination can be effected only if Policyholder is same as Life Assured. **20. Paid-up Policy** is a Policy where You have discontinued payment of premiums after paying at least one full year's Premium and the Policy is not terminated. **21. Policy** means the contract of Insurance entered into between You and Us as evidenced by the "Policy document". **22. Policy Acceptance Date** means the date as specified in the Policy Schedule from which this Policy was effected. **23. 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. **24. Policy Issue Date** means the date as specified in the Policy Schedule. **25. Policy Term** means the period between the Policy Acceptance Date and the Date of Maturity as specified in the Policy Schedule. **26. Policy Schedule** means the Policy schedule and any endorsements attached to and forming part of this Policy. **27. Premium** means the instalment premium specified in the Policy Schedule (exclusive of taxes) which is payable/has been received under the Policy. **28. Premium Paying Policy** is a Policy which is neither a Paid-up nor Fully paid policy. **29. Premium Payment Term** means the period specified in the Policy Schedule during which Premium is payable. **30. Policy year** means a period of 12 months commencing from the Policy Acceptance Date and every policy anniversary thereafter. **31. 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. "Material Information" shall mean all important, essential, and relevant information and documents explicitly sought by Us in the proposal form. **32. Regulator** is the authority that has regulatory jurisdiction and powers over Us. Currently the Regulator is the Insurance Regulatory and Development Authority of India (IRDAI). **33. Regular Pay** means premiums need to be paid regularly for the entire Policy term. Regular pay option is available only under Lump sum Plan. **34. Revival of the Policy** means, means restoration of the Policy, which was discontinued due to the 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 You, in accordance with Board approved underwriting policy. **35. Revival Period** means the period of five consecutive complete years from the date of first unpaid premium. **36. Sum Assured on Death** means the absolute amount specified in the Policy Schedule guaranteed to become payable on the Life Assured's death in accordance with the terms and conditions of the Policy. **37. Sum Assured on Maturity** means the amount specified in the Policy Schedule which is payable to You on the Date of Maturity under Lump sum Plan. **38. Surrender** means complete withdrawal/termination of the entire Policy contract. **39. Surrender Value** means an amount, if any, that becomes payable on Surrender of a Policy during its term in accordance with the terms and conditions of the Policy. **40. Total Premiums paid** means total of all the premiums paid under this Policy, excluding any extra premium, and taxes, if collected explicitly. **41. You or Your** means the Policyholder of the Policy at any point of time. **42. We or Us or Our or Company** means ICICI Prudential Life Insurance Company Limited.

PART-C

The benefits under this product shall be payable as per the Plan chosen by You at inception. The plan chosen by You is mentioned in the policy schedule. There are two types of plans i.e. Income Plan and Lump Sum Plan. The benefits applicable under each plan are as mentioned below. **A. For Income Plan:**

1. Death Benefit

a) On death of the Life Assured during the Policy term, for a Premium Paying Policy or Fully paid Policy, Death Benefit shall be payable to the Claimant. Death Benefit will be higher of • Sum Assured on

Death + Accrued Reversionary Bonus (if declared) + Interim Reversionary Bonus (if declared) + Terminal Bonus (if declared); or • 105% of Total Premiums Paid as on the date of death Where, Sum Assured on Death is defined as 10 times the Annualized Premium b) On payment of Death Benefit to the Claimant, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. c) In the event of death of the Life Assured on the Date of Maturity, only the last GI payout and the Maturity Benefit (if applicable) is payable and the Death Benefit shall not be payable. **2a. Survival Benefit** On survival of the Life Assured, for a Fully Paid Policy, after completion of the Premium Payment Term, GI will be payable in arrears to You at the end of every month/year, till the Date of Maturity, for the Income Term as chosen at inception. The Income Term is equal to policy term less premium payment term. The Benefit Sum Assured, GI and Guaranteed Income Start Date will be set at Policy inception and will be as mentioned in the Policy Schedule. GI payable is a percentage of Benefit Sum Assured. i. Payment of Survival Benefit is subject to the survival of Life Assured at the time of each Survival Benefit Payout. ii. On death of the Life Assured during the Income Term, the payment of GI shall cease and the Death Benefit shall be payable to the Claimant. iii. You have the option to receive GI annually or monthly. The frequency has to be selected at Policy inception and can be changed any time before the completion of premium payment term. The GI pay-out for monthly mode will be paid from end of month after completion of premium payment term. Following GI modal factors would apply depending on the option chosen by You. Any change in modal factor will be subject to prior approval from IRDAI.

GI frequency	GI Frequency factor	GI Modal factor
Monthly	12	96%
Annual	1	100%

Instalment GI will be calculated as $GI * GI \text{ modal factor} / GI \text{ frequency factor}$. **iv. Save the Date:** You also have the option to receive GIs on any one date, succeeding the due date of first GI pay-out, to coincide with any special date like birth date or anniversary date. You can select this option only if you have opted for annual mode of income. This option needs to be selected at Policy inception which can be changed any time before the completion of premium payment term. This option to receive GIs on any one date is available only for Income plan option and can be availed by both in-force as well as paid-up policies. The GI payable from the special date will be increased for the deferment period i.e. for completed number of months between the due date of GI pay-out and the special date, at an interest rate equal to Reverse Repo Rate, compounded monthly. This interest rate on GIs will be reviewed twice every year on 1st of June and 1st of December, and will be set equal to Reverse Repo Rate published on RBI's website. The current Reverse Repo Rate as at June 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. The last GI will be paid on the Date of Maturity of the Policy and not on the special date chosen by You and therefore, the interest rate mentioned above shall not be applicable for the last GI. **v. Savings Wallet:** You have an option to accumulate GIs, instead of taking as payment during the policy term. The GIs will be accumulated daily at an interest rate equal to Reverse Repo Rate published by RBI. You also have an option to withdraw, completely or partially, the accumulated GIs anytime during the Income Term. In case the accumulated GIs are not withdrawn completely during the policy term, the accumulated GIs will be paid to the Claimant in the event of death, maturity or surrender, whichever is earlier along with other benefit payments (if any), and the policy will terminate. This option to accumulate GIs is available only for Income Plan, and can be availed for both in-force as well as paid-up policies. You can choose to start or stop this feature multiple times during the policy term. The interest rate on GI will be reviewed twice every year on 1st of June and 1st of December, and will be set equal to Reverse Repo Rate published on RBI's website. The current Reverse Repo Rate as at June 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. **2b. Maturity Benefit** For a fully-paid Policy, on survival of the Life Assured till the Date of Maturity, a Maturity Benefit will be payable in lump sum on the date of maturity i.e. on the same date as the last GI pay-out. This Maturity Benefit will be sum of (i) Accrued Reversionary

Bonus, if declared (ii) Terminal Bonus, if declared • Maturity Benefit may be taxable as per the prevailing tax laws. • On payment of the last GI pay-out and Maturity Benefit, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished.

3. Paid-up Policy

• If premium payment is discontinued, before the end of the Premium Payment Term but atleast one full years' premium has been paid, the Policy shall continue as a paid-up Policy with reduced benefits. • A paid-up Policy will not be entitled to any future Reversionary Bonus, or Terminal Bonus. • Once the Policy attains paid-up status, the paid-up benefits as described below shall be applicable: a. Death Benefit In the event of death of the Life Assured during the paid-up status of the policy, the paid-up Sum Assured on Death, along with Accrued Reversionary Bonuses, if declared and Contingent Reversionary Bonuses, if declared, will be payable. Where, Paid-up Sum Assured on Death = Higher of {Sum Assured on Death X number of months for which premiums are paid / (12 X Premium Payment Term), 105% of Total premiums paid} On payment of Paid-up Death Benefit to the Claimant, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. d) In the event of death of the Life Assured on the Date of Maturity for a Paid-up policy, only the last Paid-up GI payout and Paid-up Maturity Benefit ((if applicable) is payable and the Paid-up Death Benefit shall not be payable. **b1. Survival Benefit** In the event the Policy has acquired paid-up status and upon survival of the Life Assured after completion of premium payment term, Paid-up survival benefit in the form of paid-up GI will be payable in arrears at the end of every month/year, till the end of the policy term, for the Income Term as chosen at inception. The frequency of paid-up GI will be as chosen by You. $\text{Paid-up GI} = GI \times \{\text{number of months for which premiums are paid} / (12 \times \text{Premium Payment Term})\} * GI \text{ modal factor} / GI \text{ frequency factor}$ • Payment of paid-up GI is subject to the survival of Life Assured at the time of each paid-up GI Payout. • On death of the Life Assured during the Income term, the payment of paid-up GI shall cease. • "Save the Date" and "Savings Wallet", as mentioned in Clause 2a (iv) and 2a (v) above, are applicable for paid-up policies also. **b2. Maturity Benefit** Where the Policy is in paid up status, on survival of the Life Assured till the end of the Policy term, along with the last Paid-up GI, Paid-Up Maturity Benefit will be payable which will be sum of • Accrued Reversionary Bonus, if declared • Contingent Reversionary Bonuses, if declared On payment of the last Paid-up GI and Paid-up Maturity Benefit, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. On revival of a Paid-up Policy, the Paid-up Sum Assured on Death and Paid-up Survival Benefit will be restored to the original Sum Assured on Death and Survival Benefit. In addition, on revival of a Paid-up Policy, the difference between the Paid-up Survival Benefit already paid out during the revival period and the survival benefit for a fully paid Policy will also be payable to You. All applicable Reversionary Bonuses declared since premium discontinuance up to the date of revival shall accrue to the Policy and the Contingent Reversionary Bonus attached to the Policy will be reversed. **B. For Lump sum Plan:**

1. Death Benefit

a) On death of the Life Assured during the Policy term, for a Premium Paying Policy or Fully paid Policy, Death Benefit shall be payable to the Claimant. Death Benefit will be higher of • Sum Assured on Death + Accrued Reversionary Bonus (if declared) + Interim Reversionary Bonus (if declared) + Terminal Bonus (if declared) • 105% of Total Premiums Paid as on the date of death Where, Sum Assured on Death is defined as 10 times the Annualized Premium b) On payment of Death Benefit to the Claimant, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. c) In the event of death of the Life Assured on the Date of Maturity, only the Maturity Benefit (if applicable) is payable and the Death Benefit shall not be payable. **2a. Survival Benefit** This is not applicable to this option. **2b. Maturity Benefit** For a fully-paid Policy, on survival of the Life Assured till the Date of Maturity, a Maturity Benefit will be payable in lump sum on the date of maturity. This Maturity Benefit will be the sum of: (i) Sum Assured on Maturity (ii) Accrued Reversionary Bonus, if declared (iii) Terminal Bonus, if declared • Maturity Benefit may be taxable as per the prevailing tax laws. • On payment of the Maturity Benefit, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished.

3. Paid-up Policy

a) If premium payment is discontinued, before the end of the Premium Payment Term but at least one full year's premium has been paid, the Policy shall continue as a paid-up Policy with reduced benefits. b) A paid-up Policy will not be entitled to any future Reversionary Bonus, or Terminal Bonus. c) Once the Policy attains paid-up status, the paid-up benefits as described below shall be applicable: a. **Death Benefit** In the event of death of the Life Assured during the paid-up status of the policy, the paid-up Sum Assured on Death, along with Accrued Reversionary Bonuses, if declared and Contingent Reversionary Bonuses, if declared, will be payable. Where, Paid-up Sum Assured on Death = Higher of {Sum Assured on Death X number of months for which premiums are paid / (12 X Premium Payment Term), 105% of Total premiums paid} On payment of Paid-up Death Benefit to the Claimant, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. In the event of death of the Life Assured on the Date of Maturity for a Paid-up policy, only the Paid-up Maturity Benefit (if applicable) is payable and the Paid-up Death Benefit shall not be payable. b1. **Survival Benefit** This is not applicable to this option. b2. **Maturity Benefit** Where the Policy is in paid up status, on survival of the Life Assured till the end of the Policy term, Paid-Up Maturity Benefit will be payable which will be sum of • Paid-up Sum Assured on Maturity • Accrued Reversionary Bonus, if declared • Contingent Reversionary Bonuses, if declared Paid-up Sum Assured on Maturity = Sum Assured on Maturity X {number of months for which premiums are paid / (12 X Premium Payment Term)} On payment of Paid-up Maturity Benefit, the Policy will terminate and all rights, benefits and interests under the Policy will stand extinguished. On revival of a Paid-up Policy, the Paid-up Sum Assured on Death and Paid-up Sum Assured on Maturity will be restored to the original Sum Assured on Death and Sum Assured on Maturity. All applicable Reversionary Bonuses declared since premium discontinuance up to the date of revival shall accrue to the Policy and the Contingent Reversionary Bonus attached to the Policy will be reversed. **C. Premium Payment** a) You are required to pay Premiums Instalments 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. The frequency chosen by you at inception is as mentioned in the Policy Schedule. c) For monthly and half-yearly modes of premium payments, additional loadings will be applied to both the base premium and the extra mortality premium. The additional loadings, expressed as a percentage of the annual premium will be as given below:

Mode of Premium Payment	Loading (% of Annual Premium)
Monthly	4.5%
Half-yearly	2.5%
Yearly	Nil

d) Any change in premium payment frequency will be allowed during the Premium Payment Term only on policy anniversary. e) 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 f) Amount and modalities will be subject to our rules and relevant legislation or regulation. g) 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. h) No person or individual or entity is authorized to collect cash or self-cheque or bearer cheque on Our behalf. i) Cheque or demand drafts must be drawn only in favour of ICICI Prudential Life Insurance Company Limited. j) 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. k) 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. l) 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. m) In case the payment made towards the first Premium

is not realized by us due to any reason whatsoever, the Policy, if issued, shall stand automatically cancelled. 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. n) 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. **D. 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. **E. 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. Provided, the premium due in one financial year may be collected in advance in earlier financial year for a maximum period of three months in advance of 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. We will refund the premium paid after deduction of Stamp duty, proportionate risk premium for the period of cover and the expenses borne by Us on medical tests, if any. The Policy shall terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

2. Surrender

You can Surrender the Policy any time after payment of at least one full Policy Year's Premiums. 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. Surrender will extinguish all rights, benefits and interests under the Policy. **iii. Guaranteed Surrender Value Income Plan** GSV will be calculated as follows: $GSV = GSV \text{ Factor} \times \text{Total premiums paid plus } 30\% \times \text{Accrued Reversionary bonuses, if declared less Guaranteed Income paid, subject to a minimum of zero. Lump sum Plan GSV will be calculated as follows: } GSV = GSV \text{ Factor} \times \text{Total premiums paid plus } 30\% \times \text{Accrued Reversionary Bonuses, if declared GSV factors shall be as follows}$

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. **iv. 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. Computation of Bonuses

a. Bonuses will be applied through the compound bonus method. All bonuses will be declared as a proportion of the sum of the Benefit Sum Assured and the Accrued Reversionary Bonus for Income Plan and as a proportion of the sum of the Sum Assured on Maturity and the Accrued Reversionary bonus for Lump sum Plan. b. Bonuses in the form of Interim Reversionary Bonus, Terminal Bonus, Contingent Reversionary Bonus and Reversionary Bonus, if declared, in each financial year, will depend on surplus disclosed, based on the

actuarial valuation of assets and liabilities. c. Contingent Reversionary Bonus, if declared will only be added explicitly to policies that become paid-up. Contingent Reversionary Bonus, if declared is also payable for premium paying or fully paid policies that are surrendered. The Contingent Reversionary Bonus will be set such that the value of paid-up policies, and surrendering policies will be related to the asset share. d. The Contingent Reversionary Bonus, if declared, would be reversed on revival. In case of reversal of Contingent Reversionary Bonus on revival, the distributable surplus computed in the subsequent period will reflect the impact of such reversal. e. Once a Policy becomes a paid-up Policy, no future bonuses shall accrue. However, in case of revival of a paid-up Policy please refer to Part C, Clause 3.f. The Bonuses are declared at the discretion of the Company.

4. Loans

(i) Loans are available provided 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 inforce 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 Us. (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. For availing this feature of Loan, the policy shall be assigned to the Company. (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. The loan interest rate in July 2025 is 7.87% 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 15th 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. Lapsation and foreclosure

If you do not pay the Instalment Premium either on the due date or within the Grace Period before one full years' premium has been paid, the policy shall lapse and the cover will cease. No benefits shall become payable under a lapsed policy. If the policy is not revived within the Revival Period then the policy shall be foreclosed and all rights and benefits under the policy shall be terminated.

6. Riders

Riders may be offered but only subject to prior approval of the Regulator.

7. 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 termination date of the Policy. Revival will be based on the prevailing Board approved underwriting policy. b) You furnish, at your own expense, satisfactory evidence of health of the Life Assured as required by the prevailing Board approved underwriting policy. 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 prevailing yield on 10 year Government Securities. The yield on 10 year Government Securities will be sourced from www.bloomberg.com. The revival interest rate for July 2025 is 7.87% p.a. compounded half-yearly. d) The revival interest rate will be reviewed on the 15th 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. f) We reserve the right to refuse to re-instate the Policy. The revival will take effect only if it is specifically communicated by Us to You. g) Any change in

revival conditions will be subject to prior approval from Regulator and will be disclosed to Policyholders.

8. To whom benefits are payable

Benefits are payable to the Policyholder or to the Assignee(s) as the case maybe. In case the Policyholder and Life Assured are different entities, then the Policyholder shall by default be the Nominee and in the event of death of the Life Assured, the benefits shall be payable to the Policyholder. In case the Policyholder is the Life Assured, then on death of the Life Assured, benefits are payable to the Claimant(s) in accordance with section 39 of the Insurance Act, 1938 as amended from time to time.

9. Policy on the life of a Minor

If the Policy has been taken on the life of a minor, on 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. The Life Assured cum Policyholder can register due nomination as per Section 39 of the Insurance Act, 1938 as amended from time to time. 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

2. 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 .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 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): For natural deaths: a) Claimant's Statement b) Original Policy Document c) Death Certificate of the Life Assured issued by the local municipal authority d) Cancelled Cheque for processing electronic payment e) Claimant's recent photograph, photo Identity proof and address proof f) Medical cause of the death issued by the last

treating/ last attending doctor, if any g) Medical records (Admission notes, Discharge Summary/Death summary, test reports etc., if any h) Pan card/ Form 97 of the Claimant i) Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the death. For unnatural deaths: a) Claimant's Statement b) Original Policy Document c) Death Certificate of the Life Assured issued by the local municipal authority d) Cancelled Cheque for processing electronic payment e) Claimant's recent photograph, photo Identity proof & address proof f) Post Mortem report & viscera/ chemical analysis report g) FIR report, final police investigation report, police panchnama/ Inquest report, driving license h) Pan card/ Form 97 of the Claimant i) Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the death. For processing a maturity claim, survival benefit claims 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 at least 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. 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. 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 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.
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:

- delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- disputes over Premium paid or payable in terms of insurance policy;
- misrepresentation of policy terms and conditions at any time in the Policy Document or policy contract;
- legal construction of insurance policies in so far as the dispute relates to claim;
- policy servicing related grievances against insurers and their agents and intermediaries;
- 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;
- non-issuance of insurance policy after receipt of Premium in life insurance and general insurance including health insurance; and
- 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, 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 **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, 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 **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, Sonbhadra, 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 **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. Nos. 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.

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 mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative

or nominee or assignees of insured, within a period of 90 days from the date of repudiation.8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.9. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.