
PART A

Policy Schedule - ICICI Pru Group Suraksha Plus

(This is a non-linked group insurance plan)

This Policy is the evidence of a contract between ICICI Prudential Life Insurance Company Limited (Us/ We/ Company) and the Master Policyholder/ (You) referred to below.

This Policy is issued on the basis of the details provided by the Master Policyholder in the Proposal Form submitted along with the required declarations, personal statement, applicable medical reports, the first premium deposit, scheme rules and any other information and documentation which constitute evidence of the Policy Contract.

We agree to provide the benefits set out in this Policy subject to its terms and conditions.

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|--|-------------|
| Policy Number: | |
| Name of the Master Policyholder: | |
| Name of Employer: | |
| Name of Trust: | |
| Name of the Scheme: | |
| Type of Scheme : | |
| Extra Allocation Percentage: | |
| Policy Commencement Date: | dd-mmm-yyyy |
| Date of Issue: | dd-mmm-yyyy |
| Age admitted of the Members: | Yes / No |
| Normal Retirement Age: | |
| Number of Members on Policy Commencement Date: | |
| Date of Actuarial Liability Valuation | |
| Actuarial Liability Value | |
| Sum assured | |

Service tax and cesses are extra, as applicable would be charged
Policy Certificate, terms and conditions of the Policy and the endorsements by Us, if any, shall form an integral part of this contract and shall be binding on Us and You.

The Policy shall stand cancelled by the Company, without any further notice, in the event of dishonour of the first premium deposit.

Signed for and on behalf of the ICICI Prudential Life Insurance Company Limited, at Head Office, Mumbai on (Issue Date)

Authorised Signatory
Designation

Version

Please examine the policy and approach Us immediately in case of any discrepancies.

PART B

Definitions

- i. **Additional Interest Rate (AIR)** is a per annum rate that will be declared at the beginning of every financial quarter by the Company. AIR will be credited at the end of the respective financial quarter based on the daily Scheme Account Value. AIR will vary on a quarterly basis.
- ii. **Annual Renewal Date** is the identical date in every calendar year, subsequent to the Policy Commencement date.
- iii. **Beneficiary** means the person nominated by the Member as the recipient of the benefits under the Scheme.
- iv. **Defined Benefit Scheme or DB Scheme** is a Scheme where the benefits under the Scheme are fixed irrespective of the contribution.
- v. **Distance Marketing** means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.
- vi. **Employee** means a person in the permanent employment of the Employer, and shall include a person who is on probation for a permanent post but shall not include a trainee/apprentice or a personal or domestic, servant.
- vii. **Employer** means the Company, firm or body corporate which is mentioned on the Policy Certificate or a Company, firm or body corporates which may in future manage or control the named Employer.
- viii. **Extra Allocation** is the amount credited to this Policy's Scheme Account by the Company. The Extra Allocation percentage is shown on Your Policy certificate.
- ix. **Financial Year** is the period from 1st April of a calendar year to 31st of March of the next calendar year.
- x. **Master Policy** shall mean this document, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto agreed to and signed by Us, the application form provided by You, the Schemes Rules and the individual enrollment forms, if any, of the insured Members, which together constitute the entire contract between the parties.
- xi. **Member** is someone who is covered under the Scheme as per the Rules of the Scheme and is therefore eligible for the benefits under this Policy.
- xii. **Minimum Floor Rate** is applied to the Scheme Account. The minimum floor rate shall be guaranteed for the entire term of the Master Policy and shall be credited at the end of each financial quarter based on the daily Scheme Account Value
- xiii. **Mortality Charge** is a charge towards the life insurance cover for a Member.
- xiv. **Non Negative Residual Additions** shall be credited to the Scheme Account as applicable at the end of each year starting from fifth Policy year.
- xv. **Outstanding Extra Allocation** is equal to Extra Allocation in Rupees less total amount of Extra Allocation repaid.
- xvi. **Policy Value** is equal to the Scheme Account Value.
- xvii. **Policy Schedule** means the Policy Schedule and any endorsements attached to and forming part of this Policy
- xviii. **Policy Commencement Date** means the date specified in the Policy Certificate on which the Master Policy comes into effect.

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- xix. **Policy Year** is a period of 12 months starting from the Policy Commencement Date or from Policy Renewal Date.
 - xx. **Proposal Form** means the form filled in and completed by You for the purpose of obtaining insurance coverage under this Master Policy.
 - xxi. **Regulator** is the Authority that has Regulatory jurisdiction and powers over the Company. Currently the regulator is Insurance Regulatory and Development Authority of India (IRDAI).
 - xxii. **Rules or Scheme Rule or Rules of the Scheme or Scheme** mean the rules governing the grant of benefits to the Members, which are framed by the Master Policyholder and accepted by the Company.
 - xxiii. **Sum Assured** is a life insurance cover for every Member in a policy.
 - xxiv. **Scheme Account** is a notional account under the Policy depicting the accruals and debits to the Policy.
 - xxv. **Scheme Account Value** shall mean aggregate of Contributions, Extra Allocation, Minimum Floor Rate additions, Additional Interest Rate additions, Minimum Floor Rate adjustments, Additional Interest Rate adjustments, Non-negative Residual Additions added, less Extra Allocation repaid, Extra Allocation Charges deducted, mortality charges deducted, Fund Management charges deducted, Claim and Market Value Adjustments deducted.
 - xxvi. **We or Us or Our or Company** means ICICI Prudential Life Insurance Company Limited.
 - xxvii. **You or Your** means the Master Policyholder named in the Policy Certificate.

PART C

I. DEFINED BENEFIT SCHEME

The contributions will be determined by the Master Policyholder based on the Scheme Rules and will be in accordance with the Actuary's certificate submitted by the Master Policyholder in accordance with the AS15 (revised). Where the fund is overfunded/in surplus as per such certificate, "nil contributions/premiums" may be allowed and in all such case, the policy shall not be treated as discontinued. Top-ups, will not be allowed, unless required as per the actuary's certificate in accordance with the AS15 (Revised) to address the underfunding of the scheme.

II. Minimum Floor rate (MFR)

Minimum Floor Rate is 0.01% per annum. The minimum floor rate shall be guaranteed for the entire term of the policy. Minimum floor rate shall be computed and credited at the beginning of each financial quarter based on the opening balance of the quarter.

For all financial transactions like contributions, claims and surrenders in that quarter, MFR adjustments would be made at the end of the quarter or at the time of surrender, as applicable. All the above MFR adjustments will take due account of amounts of such cash flows and the period for which the money has been in the policy.

III. Additional Interest Rate (AIR)

At the beginning of every financial quarter, Additional Interest Rate (AIR) will be declared by the Company.

The AIR shall be computed and credited at the beginning of each financial quarter based on the opening balance of the quarter. For all financial transactions like contributions, claims and surrenders in that quarter, AIR adjustments would be made at the end of the quarter or at the time of surrender, as applicable. All the above AIR adjustments will take due account of amounts of such cash flows and the period for which the money has been in the policy.

AIR is a per annum rate and shall remain guaranteed for that financial quarter.

AIR for the quarter = 95% of expected return to be earned on the backing assets less the minimum floor rate.

IV. Shadow Policy Account

Each policy will have a corresponding Shadow Policy Account. The value of the Shadow Policy Account shall be computed based on the actual accruals of all income elements like contributions, investment income for the period and all actual debits i.e. claims from the Policy.

The Shadow Policy Account will be used to compute the actual gross investment return and the reduction in yield to the Scheme Account Value, at the end of each year starting from 5th policy year, as provided below and as prescribed under

Regulation 37 of the IRDA Linked Insurance Products Regulations, 2013. The Shadow Policy Account shall be maintained on a daily basis.

V. **Non-negative Residual Additions**

In order to comply with the maximum reduction in yield requirements, Non-negative Residual Additions, if any, shall be credited to the Scheme Account, at the end of each policy year starting from 5th policy year.

The Non-negative Residual Additions shall be determined as:

- Gross Investment Yield earned in the Shadow Policy Account at the end of the applicable policy year **less**
- Actual yield earned in the Scheme Account, at the end of the applicable policy year (including the proportionate MFR and AIR additions that are yet to be credited) **less**
- Yield referred in the reduction in yield at the applicable duration as per Regulation 37 of IRDA Linked Insurance Products Regulations 2013.
- Yield earned on the Shadow Policy Account and the Scheme Account shall be calculated using the money weighted rate of return method at the end of each policy year.

VI. **Market Value Adjustment (MVA)**

MVA will be applied on bulk exit and surrender, if the market value of assets in respect of the policy is lower than the Policy Value.

$$\text{MVA} = \max (0, \text{Policy Value} - \text{Market Value of assets in respect of the policy}) / \text{Policy Value}$$

Revaluation of assets at the time of MVA will be carried out on the entire portfolio of assets in respect of this product.

- **Bulk exit:**
Bulk exit is where more than 25% of the Policy Value at the beginning of the policy year is withdrawn during a policy year. The excess above the 25% is the bulk claim amount on which an MVA will be applied.

No MVA will be applied on claim below the bulk exit threshold of 25%.

Where MVA is applicable, the Scheme Account will reduce to the extent of the claim and the MVA amount, where MVA amount is MVA multiplied by the bulk claim amount. Where the Scheme Account Value is insufficient to cover a proposed claim and corresponding MVA, we shall restrict the amount of claim or foreclose the policy by paying out the surrender value of the policy.

- **Surrender:**
 - No MVA is levied on claims/surrender during a policy year in respect of the first 25% of the Policy Value at the beginning of the policy year.
 - MVA will be applied on the excess above the 25%.

VII. **Benefits payable under the Policy**

In the event of death of a member amount calculated as per the Scheme Rules will be paid in addition to the Sum Assured of Rs 1000/-. Sum Assured under the product is guaranteed. MVA will apply as described above.

In the event of member's exit from employer's service, amount calculated as per the Scheme Rules is payable as per the Scheme Rules. MVA will apply as described above.

In the event of leave encashment while member is in service or at the time of leave encashment upon retirement, amount calculated as per the Scheme Rules is payable. MVA will apply as described above.

Please note that all claims are settled in line with the Scheme Rules in consultation with the Master Policyholder and the liability of the company is limited to funds available in the Policy. It is the Master Policyholder's discretion to pay a higher amount of benefit to the member as per the Scheme Rules and the difference in the amounts will be paid by the Master Policyholder.

For a claim in excess of 20 percent of the Policy Value as at the start of that policy year and contributions in that policy year, a notice period of one month applies. Such notice period can be waived by the Company.

VIII. **Extra Allocation**

Extra Allocation provides the Master Policyholder with short term funding. The Master Policyholder at inception can choose an Extra Allocation, which will be made by the Insurer, of, 1, 2, 3 or 4 percent. The Extra Allocation percentage is applied to the lower of:

- Contributions received during the first policy year, and
- The Scheme's liability based on the most recently available actuarial valuation, as on the policy commencement date.

While the policy is in force, Extra Allocation is repaid from the Scheme Account on each policy anniversary in five equal instalments equal to 20% of the Extra Allocation.

IX. **Suicide claim provisions:**

In case of death of the member due to suicide, Sum Assured in addition to benefits as per the Scheme Rules will be payable.

X. **Contribution**

The Contributions may be paid in one or more instalments in a policy year. Contributions are payable without any obligation on the Company to issue a notice for the same. Contributions are payable through any of the following modes:-

- a) Cheques
- b) Demand Drafts
- c) Pay Orders
- d) Bankers Cheques

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- e) Internet (Infinity of ICICI Bank / Bill Junction / Bill Desk)
 - f) Electronic Clearing System (of RBI)
 - g) RTGS

Such other mode as the Company may permit from time to time.

XI. Renewal of the Policy

This policy is an annual renewable policy. On completion of every Policy year, the Master Policyholder may renew the policy for another year. Even on non-receipt of premium towards the Policy, the Policy will be automatically renewed at the then existing terms and conditions provided there is sufficient balance in the Policy. On completion of every Policy Year, in the absence of any intimation to the Company, the Policy will be renewed.

XII. Member and Nominee information

The Master Policyholder will provide records of all its Members covered under the Scheme. These records should include Member's age, gender, date of birth, date of entry, nominee details and any other information that may be necessary. The Master Policyholder will send us the updated information with respect to Members from time to time. The Benefits will not be payable if the data with respect to the Member is not provided to the company. The Master Policyholder is responsible to collect the necessary information of nominee from the Members and facilitate the payments to Nominee, if required.

An existing Employee eligible to become a Member shall be covered under this Policy from the date of commencement of the Policy. All future employees of the Employer shall become Members of the Scheme and shall be covered under this Policy when they become eligible in accordance with the Rules of the Scheme. Satisfactory evidence of age of a Member must be furnished to the Company before he is covered under the Policy as stipulated by the Company from time to time.

XIII. Other information

The Master Policyholder shall furnish the Company with all particulars relevant to the Scheme and to the operation of this Policy and such further information, document and particulars as the Company may request and the information, documents and particulars so furnished may be accepted by the Company as conclusive.

An employer or Scheme trust can have multiple Schemes. A separate Policy will be issued to administer each Scheme. It is not mandatory for the employer to get all of its schemes administered by the Company.

PART D

I. Free look period

You have the option to review the Master Policy following receipt of the Policy document. If the Master Policyholder chooses to exercise the free look and cancel the Master Policy, the Policy document needs to be returned to the Company for cancellation of the Master Policy within:

- 15 days from the date of receipt of the Policy document, if the Master Policy was not purchased through Distance Marketing.
- 30 days from the date of receipt of the Policy document, if the Master Policy was purchased through Distance Marketing.

On cancellation of the Policy during the free look period, the Company will return the premium paid subject to deduction of Stamp duty paid under the Policy, if any and proportionate risk premium for the period of cover.

Thereafter this Master Policy shall terminate and all rights, benefits and interests under this Policy shall be extinguished.

II. Surrender

The Master Policyholder may surrender the policy at any time, by giving one month's notice. Such notice period can be waived by the Company.

On policy surrender, Surrender Value is paid. Surrender Value is equal to Surrender Value as set out below.

Surrender Value is equal to the Policy Value (after MFR, AIR, FMC and Extra Allocation charge adjustments in respect of the current period) less MVA amount less rupee value of Outstanding Extra Allocation less surrender charge described below. Non-negative Residual Additions would be added, if applicable.

The charges applicable on policy surrender are shown below subject to a maximum of Rs 500,000. Surrender charge is surrender charge percentage multiplied by Policy Value after repayment of Outstanding Extra Allocation.

| Policy Year | Surrender charge percentage |
|--------------------|------------------------------------|
| 1 – 3 | 0.05% |
| Thereafter | 0% |

On surrender of the policy all rights, benefits and interests under the Policy shall be extinguished.

III. Policy Loan Provisions

No loans available under this policy

IV. Riders

No riders are allowed with this policy.

V. Revival

Premiums will be paid in accordance with AS15 certificate. In case a scheme is overfunded as per funding valuation report in accordance with AS15 (Revised), or if the Master Policyholder has funds with more than one insurer, the Master Policyholder may not pay the premium in that policy year. In such cases, the policy will not be considered as lapsed due to discontinuance of the premiums.

In case a scheme is underfunded, the Master Policyholder may pay premium as per the funding valuation report in accordance with AS15 (Revised) guidelines.

If the Master Policyholder has funds with more than one insurer, the Master Policyholder may pay contribution to one or more insurance company. However, total premiums paid to all insurers shall not exceed that advised by the funding valuation report in accordance with AS15 (Revised) guidelines. The Master Policyholder needs to certify such condition. In such a scenario, if the premium is not received by the Company, the policy will not be considered as lapse.

VI. Payment of Benefits

We will pay all Benefits under this Policy to the Master Policyholder. However, Company is responsible to ensure that the claim payment is made in the name of the insured member's nominee, with respect to the life cover, even if the cheque is sent to the group manager for administrative convenience. The Master Policyholder will provide the Company the necessary information to enable the Company to make such payments. Further, on a written request from the Master Policyholder, the monies may be paid to the Trust, Employer, Member or Beneficiary as the case may be in one or more installments.

VII. Alterations to Policy

Any amendment or modification to the Scheme by the Master Policyholder will be effected to this Policy only after a written acceptance by the Company. The acceptance is by way of an endorsement to this Policy. All variations and amendments shall be binding on the Company and the Master Policyholder with effect from the date of endorsement or such date as agreed mutually between the Company and the Master Policyholder.

VIII. Termination of Policy

Your policy will terminate on the following:

- On the date of receipt of surrender request
- 30 days after the balance in the Master Policy becomes zero

PART E

I. Surrender Charges

The charges applicable on policy surrender are shown below subject to a maximum of Rs 500,000. Surrender charge is surrender charge percentage multiplied by Policy Value after repayment of Outstanding Extra Allocation.

| Policy Year | Surrender charge percentage |
|--------------------|------------------------------------|
| 1 – 3 | 0.05% |
| Thereafter | 0% |

II. Mortality Charge

Mortality charges will be deducted from the Scheme Account on the first day of each policy month at the rate of Rs. 0.50 per annum per member. Mortality Charges will be deducted until the earlier of intimation of death of the Member, the exit of the Member from the Scheme and the termination of the Policy.

III. Extra Allocation Charge

Extra Allocation Charge will be deducted at the end of each policy year. Extra Allocation charge will be 12% of the Outstanding Extra Allocation.

IV. Fund Management Charge

| Policy Value (Rs. millions) | Fund Management Charge (% p.a.) |
|------------------------------------|--|
| < 10 | 0.50% |
| 10 to 50 | 0.45% |
| 50 to 250 | 0.40% |
| 250 to 1000 | 0.35% |
| 1000 to 2000 | 0.30% |
| 2000 to 4000 | 0.25% |
| 4000 to 8000 | 0.20% |
| > 8000 | 0.10% |

Fund Management Charge will be deducted at the end of each financial quarter based on daily Policy Values and applicable Fund Management Charge.

V. Other

Statutory taxes, levies and duties such as Service Tax and Education Cesses will be deducted at the then prevailing rates under this product.

PART F

General Conditions

Assignment of Benefit

The Benefits under the Policy are strictly personal and cannot be assigned, charged or alienated in any way by the Member or the Master Policyholder.

Nomination

Nomination will be as per Section 39 of the Insurance Act, 1938 as amended from time to time. Please refer to Annexure I for details on this section.

Discharge of liability

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

Claim payment

The claim payment will be as per Scheme Rules. The Master Policyholder will raise claims to avail Benefits with the following documents:

- Claim intimation form
- Death certificate issued by the local authority in case of death claim
- Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the claim
- The Company reserves the right to call for additional information, documents or particulars, in such form and manner as the Company would prescribe, and the Benefits would be paid only after receipt of such additional information, documents or particulars.

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

Fraud and misrepresentation

Fraud and misrepresentation will be as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer Annexure II for more 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.

Recovery

We reserve the right to recover the amount from the Master Policyholder or the Member or any other person, if it is found that the Benefits are erroneously paid due to the fault of the Master Policyholder. In case we are not in a position to recover such amounts from the Member or any other person, the Master Policyholder will be liable to pay the said amount to the Company within 15 days from the date of its demand.

However, the Master Policyholder will not be liable or responsible for any wrong payments made by the Company without any fault on the part of the Master Policyholder.

Governing Law & Jurisdiction

The policy is subject to the terms and conditions as mentioned in the policy document and is governed by the laws of India.
Indian courts shall have exclusive jurisdiction over any and all differences or disputes arising in relation to this Policy.

Notices

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

In case of the Master Policy Holder:

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

In case of the Company:

Address: Group Service Desk
ICICI Prudential Life Insurance
Raheja Tipco Plaza
Rani Sati Marg
Malad (East)
Mumbai 400 097

For gratuity and leave encashment: grouplife@iciciprulife.com

The Company's website must be checked for the updated contact details.
It is very important that you immediately inform the company about any change in the address or the beneficiary particulars.

Legislative changes

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

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

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

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

Electronic Transactions

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

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

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

Change of Trustees

The Master Policyholder agrees to execute all necessary documents to assign the rights to the Trustees in office, in case of change in Trustees or if any Trustee (s) resigns or dies while in office. The Company will duly endorse this Policy to effect such a change.

PART – G

Grievance Mechanism and List of Ombudsman

1) Customer Service

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

Group Solutions Service Desk
ICICI Prudential Life Insurance Company Limited
Raheja Tipco Plaza
Rani Sati Marg
Kandivali - East, Malad (East)
Mumbai- 400 097
E-mail: grouplife@iciciprulife.com

(a) Grievance Redressal Officer: If the Master Policyholder does not receive any resolution or the resolution provided is not satisfactory, the Master Policyholder may get in touch with our designated Grievance Redressal Officer (GRO). For GRO contact details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

(b) Senior Grievance Redressal Officer: If the Master Policyholder does not receive any resolution or the resolution provided by the GRO is not satisfactory, the Master Policyholder may write to our Senior Grievance Redressal Officer (SGRO). For SGRO contact details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

(c) Grievance Redressal Committee: In the event that any complaint / grievance addressed to the SGRO is not resolved, the Master Policyholder may escalate the same to the Grievance Redressal Committee at the address mentioned below:

ICICI Prudential Life Insurance Company Limited, Raheja Tipco Plaza, Rani Sati Marg, Malad (East), Mumbai – 400 097

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

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

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh
Fax No: 91- 40 – 6678 9768

2) Insurance Ombudsman:

i. The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies.

ii. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made only if:

- (a) The grievance has been rejected by the Grievance Redressal Machinery of the Insurance Company
- (b) Within a period of one year from the date of rejection by the Insurance Company
- (c) If any other Judicial authority has not been approached

iii. In case if the Master Policyholder is not satisfied with the decision / resolution of the Company, the Master Policyholder may approach the Insurance Ombudsman at the address given below if the grievance pertains to

- (a) any partial or total repudiation of claims or
- (b) the premium paid or payable in terms of the policy
- (c) any claim related dispute on the legal construction of the policies in so far as such dispute relate to claims or
- (d) delay in settlement of claims
- (e) non-issue of policy document to customers after receipt of premiums

iv. The complaint to the office of the Insurance Ombudsman should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant. Given below are details of the ombudsman office considering address of the Master Policyholder mentioned in the application form.

v. We request You to regularly check Our website at www.iciciprulife.com or the website of the IRDA at www.irda.gov.in for updated contact details.

| CONTACT DETAILS | JURISDICTION |
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| AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139, 27546840 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com | State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu. |
| BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 003. | States of Madhya Pradesh and Chattisgarh. |

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| <p>Tel.:- 0755-2769201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@airtelmail.in</p> | |
| <p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in</p> | <p>State of Orissa.</p> |
| <p>CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in</p> | <p>States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.</p> |
| <p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:- chennaiinsuranceombudsman@gmail.com</p> | <p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p> |
| <p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532, 23239633 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com</p> | <p>States of Delhi and Rajasthan.</p> |
| <p>GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com</p> | <p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p> |
| <p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court"</p> | <p>States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union</p> |

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| <p>Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-23325325/23312122, 65504123 Fax:- 040-23376599 Email:-insombudhyd@gmail.com</p> | <p>Territory of Pondicherry.</p> |
| <p>KOCHI Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336 Email:- iokochi@asianetindia.com</p> | <p>State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.</p> |
| <p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, Chittaranjan Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124346/22124339 Fax : 033-22124341 Email:-iombsbpa@bsnl.in</p> | <p>States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.</p> |
| <p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com</p> | <p>States of Uttar Pradesh and Uttaranchal.</p> |
| <p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/6552/6960 Fax:- 022-26106052 Email:- ombudsmanmumbai@gmail.com</p> | <p>States of Maharashtra and Goa.</p> |
| <p>PUNE Office of Insurance Ombudsman, II Floor, Jeevan Darshan,N C Kelkar Road, Narayanpeth, Pune-411030</p> | <p>Pune</p> |

Annexure 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 by Insurance Act, 1938 as amended from time to time Laws. The extant provisions in this regard are as follows:

01. 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.

02. 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.

03. Nomination can be made at any time before the maturity of the policy.

04. 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.

05. 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.

06. 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.

07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.

08. 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.

09. 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. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment in accordance with Insurance Act, 1938 as amended from time to time.

16. 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.

17. 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 except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. 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.

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

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

01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from

- a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the policy
- whichever is later.

02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of policy or
 - b. the date of commencement of risk or
 - c. the date of revival of policy or
 - d. the date of rider to the 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.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or

assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.

08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.

09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

Disclaimer: This is a simplified version of Section 45 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.