

ING My Term Insurance

(UIN No.114N063V02)

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Definitions

In this Policy, unless the context requires otherwise, the following words and expressions shall have the meaning ascribed to them respectively herein below:

Age shall be age of Life Assured at entry based on Age Last Birthday and is stated in the Policy Schedule;

Death Benefit means the benefit as mentioned under clause 3 of this Policy;

Diagnosis means the diagnosis of the Terminal Illness of the Life Assured certified by an independent practicing medical consultant acceptable to the insurance company specializing in the relevant field of medicine;

Distance Marketing means business sourced through channels other than in person.

Eligible Person means the Policyholder, including assignees under Section 38 of the Insurance Act, 1938, or nominees under Section 39 of the Insurance Act, 1938, or proving executors of administration or other legal representatives, as per the applicable Regulations;

Grace Period means the time granted by the Company from the due date for the payment of Premium without levy of any interest or penalty during which time the Policy is considered to be in force. The Grace Period so granted is 15 days from the respective Premium payment due date;

National Operations Office means the central office for operations of the Company primarily responsible for new business underwriting, policy issuance, policy owner services, customer services, including complaint handling, processing claims, surrender, maturity and activities related hereto;

Life Assured means the person named as such in the Policy Schedule, on whose life the Policy has been taken in terms hereof;

Policy means and includes this document, the Annexure, the signed Proposal Form, the Policy Schedule and any attached endorsements or supplements together with all addendums;

Policyholder means the person as specified in the Policy Schedule;

Policy Commencement Date means the Date, Month, and Year the Policy comes into effect and is as specified as such in the Policy Schedule;

Policy Maturity Date means the date of completion of the Policy Term as specified in the Policy Schedule;

Policy Schedule means the policy schedule attached to and forming part of this Policy;

Policy Term means the tenure of this policy as specified in the Policy Schedule;

Policy Year means a period of twelve (12) consecutive months starting from the Policy Commencement Date and ending on the day immediately preceding the following Policy anniversary date and each subsequent period of twelve (12) consecutive months thereafter;

Premium means the amount payable in a Policy Year on the due date as set out in the Policy Schedule;

Premium Payment Term (PPT) means the period in years during the Policy Term in which Premiums are payable by the Policyholder under the Policy, as specified in the Policy Schedule; In this Policy the Premium Payment Term available are Regular Premium Payment Term or Limited Premium Payment Term as mentioned in the Policy Schedule;

Regulations means the laws and regulations in effect from time to time and applicable to this Policy, including without limitation the regulations and directions issued by the Regulatory Authority from time to time;

Regulatory Authority means the Insurance Regulatory and Development Authority or such other authority or authorities, as may be designated under the applicable laws and regulations;

Risk Commencement Date means the date on which the risk is assumed by the Company and as specified in the Policy Schedule;

Risk Cessation Date means the Policy Maturity Date i.e. the date of completion of the Policy Term;

Sum Assured means the amount specified as such in the Policy Schedule, or such amount as may be endorsed on the Policy;

Terminal Illness is defined as an advanced or rapidly progressing incurable and uncorrectable medical condition, which in the opinion of the treating physician is highly likely to lead to death within the next six months;

"We", "Us", "Our" and "Company" refers to ING Vysya Life Insurance Company Limited;

"You" and "Your" refers to the Eligible Person;

2. POLICY DESCRIPTION

ING My Term Insurance is the name of the life insurance product of the Company. It is a non participating and non linked life insurance Policy. This non participating policy does not entitle the

Policyholder to a share in the surplus (profits) of the Company.

3. BENEFITS PAYABLE UNDER THIS POLICY

3.1. Terminal Illness Benefit

Subject to the policy being in force and fulfillment of conditions of this benefit as mentioned under Clause 3.1.3. the Company agrees to pay to the Eligible Person under the Policy the Terminal Illness Benefit on diagnosis of a Terminal Illness of the Life Assured. The Terminal Illness Benefit shall be intimated only once during the Policy Term. If the Policyholder is diagnosed and claimed the Terminal Illness Benefit during the term of the policy and death occurs after the term of the policy, no additional benefit will be payable. In such case the benefit already paid will not be recovered from the Policyholder.

3.1.1. Terminal Illness Benefit under Option 1 :- Base

On diagnosis of a Terminal Illness during the Policy Term when the Policyholder has opted for the Death Benefit – Option A as explained under Clause 3.2.1. the Terminal Illness is equal to 25% of the Sum Assured as mentioned in the Policy Schedule subject to a maximum of Rs. 50 lakhs. Premiums due (if any) for the next 6 months are waived off from the Date of Diagnosis.

3.1.2. Terminal Illness Benefit under Option 2 :- Base with Family Income Benefit

On diagnosis of a Terminal Illness during the Policy Term when the Policyholder has opted for the Death Benefit – Option B- Base with Family Income Benefit as explained under Clause 3.2.2. the Terminal Illness Benefit is equal to 25% of Family Income Benefit – Part Lump Sum as mentioned in the Policy Schedule subject to a maximum of Rs. 50 lakhs. Premiums due (if any) for the next 6 months are waived off from the date of Diagnosis.

3.1.3. CONDITIONS APPLICABLE FOR TERMINAL ILLNESS BENEFIT

3.1.3.1. An independent practicing medical consultant acceptable to the insurance company specializing in the relevant field of medicine also needs to certify with reasonable certainty that the life expectancy of the insured is less than six months at the time of notification. The insured must not be receiving any form of treatment other than palliative medication for symptomatic relief and must not have engaged in any gain full employment for the last 30 days. The insurance company must be notified of the diagnosis within 30 days of the same being made.

3.1.3.2. In case the Policyholder has changed the Death Benefit Options as explained under Clause 3.2. at any time during the Policy Term post the payment of the Terminal Illness Benefit and subsequently in case of the death of the Life Assured the Death Benefit will be paid as per the Death Benefit options applicable at the time of Death after deducting the Terminal Illness Benefit already paid.

3.2. Death Benefit:

Subject to the terms of this Policy and the Policy

remaining in full force and effect, in the event of death of the Life Assured after the Risk Commencement Date but before the Risk Cessation Date, the Company shall pay the Death Benefit as per the Death Benefit option opted by the Policyholder to the Eligible Person.

The Death Benefit shall be paid after deducting the balance premiums if any, payable for the said Policy Year.

The Policyholder will have the flexibility to change the Death Benefit option at any time during the Policy Term. The intimation has to be sent to the Company two months prior to the policy anniversary and the changes will be effected from the next policy anniversary.

The different Death Benefit options available under this policy are mentioned below;

3.2.1. Option A – Base

Under this option on the death of the Life Assured the Sum Assured is payable as a lump sum to the Eligible Person and the policy terminates.

In case of death post the Terminal Illness as explained under the Clause 3.1.1. the Death Benefit is reduced by the Terminal Illness Benefit already paid. If death doesn't happen during the 6 month period from the Date of Diagnosis as specified by the practicing independent medical practioner the Company reserves the right to resume payment of any future premiums (if applicable).

3.2.2. Option B – Base with Family Income Benefit (FIB)

Under this option on the death of the Life Assured the Family Income Benefit – Part Lump Sum as mentioned in the Policy Schedule is payable to the Eligible Person on approval of a death claim and the Family Income Benefit – Monthly Installment as mentioned in the Policy Schedule is paid over a period of 60 consecutive months starting from the date of death. The first installment of this benefit shall be deemed to begin from the next monthly policy anniversary post the date of approval. The settlement of claim shall be effected on the claim being accepted and admitted. The Family Income Benefit options available to the Policyholder are as per the table below:

| Option | Percentage of Sum Assured payable as lump sum | Percentage of Sum Assured payable as equal monthly installment | Equal monthly installment amount |
|--------|-----------------------------------------------|----------------------------------------------------------------|----------------------------------|
| i | 80% | 20% | (110% of 20% of Sum Assured)/60 |
| ii | 50% | 50% | (110% of 50% of Sum Assured)/60 |
| iii | 40% | 60% | (110% of 60% of Sum Assured)/60 |
| iv | 30% | 70% | (110% of 70% of Sum Assured)/60 |

The Percentage of Sum Assured payable as lump sum and the Percentage of Sum Assured payable as equal monthly installment has to be selected at the inception of the policy. The Policyholder has the flexibility to change the proportion selected at any time during the Policy Term. The Policyholder has to intimate the Company at least two months prior to policy anniversary and the change will be effective from the next policy anniversary.

In the event of death of the Eligible Person (nominee or legal heir of the Life Assured) the present value at the rate of 4 percent per annum of the outstanding Family Income Benefits under this policy will be paid as a lump sum to the legal heirs of the Eligible Person.

In case of death during the Policy Term post the Terminal Illness as explained under the Clause 3.1.2. the Death Benefit payable under the Family Income Benefit – Part Lump Sum as mentioned in the Policy Schedule is reduced by the Terminal Illness Benefit already paid and the Family Income Benefit - Monthly Installment as mentioned in the Policy Schedule is paid over a period of 60 consecutive months starting from the date of death. If death does not happen during the 6 month period from the date of Diagnosis as specified by the practicing independent medical practitioner the Company reserves the right to resume payment of any future premiums (if applicable).

3.3. Exclusions:

3.3.1. Suicide: -

In case the life assured commits suicide, while sane or insane, within one year from the date of commencement of risk or from the date of reinstatement of the lapsed policy, the company will not be liable to pay the benefits under the policy other than what is specified below:

Death occurs within one year from the date of commencement: 80% of premium paid, excluding service tax provided the policy is in force.

Death occurs within one year from the date of reinstatement: Higher of 80% of premiums paid, excluding service tax till the date of death or the Surrender Value as available as on the date of death.

3.3.2. Exclusions of Terminal Illness:

No Terminal Illness claim will be payable if the condition arises directly or indirectly as a result of any of the following:

- (i) Self inflicted injuries, suicide, insanity, immorality, committing any breach of law.
- (ii) Unreasonable failure to seek or follow medical advice.
- (iii) Alcohol or solvent abuse, or the taking of drugs except under the direction of a registered medical practitioner.
- (iv) Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS). For the purpose of this plan, the definition of AIDS will be the one that is used by the World Health Organization at the date of onset or that used by any other appropriate Government or international organization. Infection by HIV will be deemed to have occurred where blood tests indicate the presence of the virus or any antibodies to it.
- (v) When the member is engaged in aviation or aeronautics other than as a passenger on a licensed commercial aircraft operating on a scheduled route.
- (vi) Due to injuries from war (whether war is declared or not), invasion, hunting, mountaineering, motor racing of any kind, other dangerous hobbies or activities, or having been on duty in military, Para-military, security or police organization.

All the above exclusions are applicable only for payment of Terminal Illness benefit and are not applicable in case of death benefit paid to the Policyholder at the time of death.

3.4. Requirements for Claims

3.4.1. Requirement for Death Claims

3.4.1.1. In the event of a claim for Death Benefit arising under this Policy, the Eligible Person shall intimate to the Company in writing of the claim and provide the following documents to the Company within 60 days of the claim arising, to enable the Company to process the claim:

3.4.1.2. In case of death claims, except death claims arising out of accidents or unnatural deaths

- (i) Death Certificate, in original, issued by the competent authority;
- (ii) Policy document, in original;
- (iii) Medical Cause of Death certificate, issued by doctor certifying death.
- (iv) Identification proof (bearing photo) of person receiving the Benefit and the Life Assured.
- (v) Medical treatment records (discharge summary / death summary, investigation reports, etc) if Life Assured has taken treatment for illness leading to his/her death.

3.4.1.3. In case of death claims arising out of accidents or unnatural deaths

- (i) Death Certificate, in original, issued by the competent authority;
- (ii) Policy document, in original;
- (iii) Identification proof (bearing photo) of person receiving the Benefit and the Life Assured.
- (iv) First Information Report, Inquest and the Final Investigation Report thereof, duly attested by concerned jurisdictional Police Official.
- (v) Post Mortem Report duly attested by the concerned officials.

3.4.1.4. Notwithstanding anything contained in Clauses 3.4.1.2 and 3.4.1.3 above, depending upon the cause or nature of the claim, the Company reserves the right to call for other and/or additional documents or information, including documents/information concerning the title of the person claiming the Death Benefit under this Policy, to the satisfaction of the Company, for processing of the claim.

3.4.2. Requirement for Terminal Illness (TI) Claims

3.4.2.1. In the event of a claim for Terminal Illness Benefit arising under this Policy, the Eligible Person shall intimate to the Company in writing of the claim and provide the following documents to the Company within 30 days from the Date of Diagnosis, to enable the Company to process the claim:

3.4.2.2. In case of TI claims the following documents should be submitted by the Eligible Persons;

- (i) Policy document, in original;
- (ii) Identification proof (bearing photo) of person receiving the Benefit and/or the Life Assured.
- (iii) First Diagnosis report
- (iv) Evidence provided by independent practicing medical consultant acceptable to the insurance company,
- (v) Appropriate Medical records and/or Investigation reports including, but not limited to, clinical treatment, radiological, histological and laboratory evidence; and

3.4.2.3. Notwithstanding anything contained in the Clause 3.4.2.2 above or anywhere else in the document and depending upon the cause or nature of claim, the Company reserves the right to call for additional documents or information, including documents/information concerning the Terminal Illness, title of the person claiming Benefits, age of the Life Assured as stated in the Proposal, if not previously admitted under this Policy, to the satisfaction of the Company, for processing of the claim. The Company further reserves the right to call for such medical examinations as it may require and for this purpose, may advise the Life Assured to submit himself/herself to further medical examinations by an independent practicing medical consultant approved by the Company for this purpose. The decision of the Specialist approved by the Company with reference to the Diagnosis of terminal Illness shall be final.. Any failure to provide the required proof or to submit to such medical examinations will result in repudiation of the TI benefit claim under this Policy. Payment of the Terminal Illness Benefit under this Policy shall be subject to deduction of any indebtedness to, or lien of, the Company under the Policy.

3.4.3. Delay in intimation of claim or submission of documents for the reasons beyond the control of the Eligible Person may be condoned by the Company.

3.5. Payment of Benefits:

3.5.1. Payment of all the Benefits as shown in the Policy Schedule shall be subject to receipt by the Company of proof to its satisfaction;

3.5.1.1. of the Benefits having become payable as set out in this Policy; and

3.5.1.2. of the title of the person or persons claiming the Benefits; and

3.5.1.3. of the correctness of the Age of the Life Assured as stated in the Proposal, if not previously admitted.

3.6. Mode of payment of Benefits:

3.6.1. All Benefits and other sums under this Policy shall be payable in the manner and currency allowed/permitted under the Regulations and shall be payable by account payee cheque or other permissible modes.

3.6.2. The Company shall pay the applicable Benefits and other sums payable under this Policy at the Customer Services Centre at the Company's National Operations Office in

Bengaluru. Any discharge given by the Eligible Person, or by any person authorized by the Eligible Person in writing in respect of the Benefits or the sums payable under this Policy shall constitute a valid discharge to the Company in respect of such payment. The Company's liability under the Policy shall be discharged by such payment and the Company shall not be required to monitor the utilization of the monies so paid.

Apart from the benefits mentioned herein above in Clause 3 the Company shall not be liable to pay any other benefits to the eligible person.

4. PREMIUM UNDER THIS POLICY

Payment of Premiums

4.1. This Policy is issued subject to the Policyholder making prompt and regular payment of Premium for the Premium Payment Term as mentioned in the Policy Schedule and it shall be the responsibility of the Policyholder to ensure prompt and regular payment of the Premium.

In the event the Policyholder makes a choice of monthly premium payment mode, three (3) months premiums shall be collected in advance on the date of commencement of the Policy and adjusted towards the policy only on the due dates. These advance premiums shall be non-refundable, except in case of Free Look Cancellation of this policy.

4.2. **Grace Period:** - A Grace Period of fifteen (15) days from the Premium payment due date will be allowed for payments of each Premium. The Regular Premiums are payable on the due date for payment and in any case not later than the Grace Period of 15 days from the due date for Yearly/Monthly frequencies, respectively. During the Grace Period, the Policy shall continue to be in force and any unpaid Premium is deductible from the Benefits that may arise during the 15 day Grace Period. If the Premiums due are not paid within the Grace Period, the Policy will be eligible for non-forfeiture provisions as explained in Clause 4.4.

4.3. Reinstatement of the Policy:

4.3.1. Subject to the approval of the Company and the prevailing board approved Underwriting policy rules of the Company, this Policy, if lapsed, may be reinstated for full benefits before the Policy Maturity Date but within two years from the due date for payment of the first unpaid Premium provided;

4.3.1.1. No claim has arisen under this Policy.

4.3.1.2. Where required by the Company, a written application for reinstatement is received from the Policyholder by the Company, together with evidence of insurability and health of the Life Assured, to the satisfaction of the Company; and

4.3.1.3. All amounts necessary to reinstate this Policy including all outstanding Premiums with reinstatement charge as

levied by the Company from time to time. The current reinstatement charge is 9% per annum compounded semi-annually. The reinstatement charge is set having regard to

4.3.1.3.1. Interest Rate on secured/collateralized loan available in the market.

4.3.1.3.2. The return earned by the company on the assets backing liabilities.

4.3.1.3.3. The rate used in valuation of liabilities.

4.3.2. Notwithstanding anything to the contrary contained elsewhere in this Policy, the Company reserves the right to reinstate the lapsed Policy either on its original terms and conditions or on such other or modified terms and conditions as the Company may specify or to reject the reinstatement.

4.3.3. Subject to the provisions of Clauses 4.3.1 and 4.3.2 above, the reinstatement shall come into effect on the date when the Company specifically communicates it in writing to the Policyholder. Since the Company shall be relying on the statements made by the Policyholder/Life Assured to the Company and to its medical examiner in deciding on reinstatement of a lapsed Policy, if any incorrect or untrue statement has been made or any material fact has been suppressed, the Company shall be entitled to cancel the reinstatement of this Policy or repudiate the claim, if any, arising after such reinstatement and the Policyholder shall not be entitled to receive any amounts paid under this Policy including the amounts paid towards such reinstatement. However if the Policy has acquired a Reduced Paid-up Death Benefit prior to reinstatement of the Policy the Reduced Paid-up Death Benefit may be payable as decided by the Company.

4.4. Non-Forfeiture options upon Non-Payment of Premiums :-

If at least three full years' Premiums have not been paid the Policy will lapse until the Policy is reinstated for full Benefits.

4.4.1. Reduced Paid-up Death Benefit

4.4.1.1. For Limited Premium Payment Term

If the Regular Premiums for at least three full years have been paid and no further due Premiums are paid, then the Policy will be eligible for non-forfeiture Benefit which shall be a Reduced Paid-up Death Benefit.

The Reduced Paid-up Death Benefit during the Policy Term is as mentioned below;

Reduced Paid-up Death Benefit = Sum Assured * 70% * (Number of Premiums paid/Number of Premiums payable)

In case of death after the policy has acquired a Reduced Paid-up Death Benefit status no Family Income Benefit will be payable (if FIB option has been opted) and in case

of death the Reduced Paid-up Death Benefit is paid and the policy terminates.

There will be no Terminal Illness Benefit paid if the policy has acquired Reduced Paid-up status.

In case the Policy has acquired a Reduced Paid Status post the payment of the Terminal Illness Benefit the Sum Assured will be reduced from the Terminal Illness Benefit already paid.

Reduced Paid-up Death Benefit (post Terminal Illness) = (Sum Assured – Terminal Illness Benefit) * 70% * (Number of Premiums paid/Number of Premiums payable)

4.4.1.2. For Regular Premium Payment Term

The Reduced Paid-up Death Benefit is not applicable for the Regular Premium Payment Term.

4.4.2. Surrender the Policy

4.4.2.1. For Limited Premium Payment Term

If all the due Premiums as per the Premium Payment option have been paid, the Policy acquires a Surrender Value as per the formula mentioned below. The Policy cannot be surrendered after the death of the Life Assured. Upon Payment of the Surrender Value, the Policy shall stand terminated with no further Benefits payable under the Policy and the Company shall be relieved and discharged from all obligations under this Policy thereafter.

Surrender Value = Total premiums paid (excluding service tax and extra premiums if any) * 70% * (Number of remaining complete years of cover / Policy Term in years).

4.4.2.2. For Regular Premium Payment Term

The Surrender Benefit is not applicable for the Regular Premium Payment Term.

4.4.3. Maturity Benefit

There are no maturity benefit payable under this Policy.

5. GENERAL PROVISIONS

5.1. Free Look Provisions

The Policyholder shall have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with any of the terms and conditions, he/she has the option to return the Policy stating the reasons for the objections upon which the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the expenses incurred on medical examination (if any) and the stamp duty charges. In case the policy is sourced through Distance Marketing the free look period is 30 days from the receipt of the policy document.

All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy.

5.2. Forfeiture in certain events

In issuing this Policy, the Company has relied on, and may rely on, accuracy and completeness of the information provided by the Proposer/Life Assured and any other declarations or statements made or as may be made hereafter, by the Policyholder/Life Assured. Subject to the provisions of the applicable Regulations including Section 45 of the Insurance Act, 1938, in the event any such information, declaration or statement is found to be false or incorrect or any material information is found to be withheld or misrepresented, the Policy shall become null and void from commencement, and the Company shall cease to be liable for any Benefits under this Policy. In such a case, the Company may forfeit the amounts received under this Policy.

5.3. Admission of Age

The Age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder / Life Assured in the Proposal form and/or in any document/statement based on which this Policy has been issued. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This Policy shall however become void from commencement, if the Age of the Life Assured at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under this Policy at the time of its issue and the amounts received under this Policy shall be liable to be forfeited by the Policyholder in favour of the Company at the Company's option.

5.4. Assignment

The provisions of assignment are governed by Section 38 of the Insurance Act 1938. An assignment of the Policy may be made by an endorsement upon the Policy itself or by a separate instrument signed in either case by the assignor specifically stating the fact of assignment and duly attested. Only the Policyholder may make the first assignment. Such assignment shall be effective, as against the Company, from and upon the service of a written notice upon the Company and the Company recording the assignment in its books. In registering an assignment, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

5.5. Nomination

The provisions of nomination are governed by Section 39 of the Insurance Act 1938. The Life Assured, where he is the Policyholder, may, at any time during the currency of this Policy, make a nomination for the purpose of payment of Benefits in the event of his death. Where the nominee is a minor, the Policyholder shall also appoint a person to receive the money during the minority of the nominee. Nomination may be made by an endorsement on the Policy and by communicating the same in writing to the Company. Any change of nomination, which may be effected before the termination of the Policy shall also be communicated to the Company. In registering a

nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

5.6. Assignment And Nomination

Notice of any assignment or nomination must be submitted in writing to the Company at its office issuing this Policy or at the office servicing this Policy (National Operations Office of the Company) as communicated to the Policyholder from time to time.

5.7. Review, revision:

The Company reserves the right to review, revise, delete and/ or alter any of the terms and conditions of this Policy, including without limitation the Benefits, the Premiums with the prior approval of the Regulatory Authority.

5.8. Release and discharge:

The Policy will terminate automatically on payment of the surrender value or on the happening of the events that the Policy reads specifically that the Policy shall terminate, as the case may be, and the Company will be relieved and discharged from all obligations under this Policy thereafter.

5.9. Taxes, duties and levies and disclosure of information:

This Policy, and the Benefits and the surrender value payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties or levies including without limitation any value added, service tax or other taxes (collectively "Taxes") as may be imposed now or in future by any authority on the Premiums, charges and Benefits shall be borne and paid by the Eligible Person or deducted by the Company from the Premium received or Benefits payable. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, the Company shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or regulatory authorities. In any case where the Company is obliged to disclose to the revenue or other regulatory authorities any information concerning the Policy, including information concerning the Premium and the Benefits under this Policy, the Company shall be entitled to disclose the required information to the appropriate governmental or regulatory authorities.

5.10. Notice by the Company under the Policy:

Any of the notices required to be issued in terms of this Policy may be issued, either by issuing individual notices to the Policyholder, including by electronic mail and/or facsimile, or by issuing a general notice, including by publishing such notices in newspapers and/or on the Company's website.

5.11. Grievance Redressal /Complaints: Contact Information for Feedback, Complaints & Grievances Redressal

In case Eligible Person has any query or complaint/ grievance, please feel free to approach Our office through any of the following channels

Level 1

| Call Us | Email Us | Contact Us |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Call Our Toll Free Number 1800 – 419 8228 +91 9880888228 | Email Us at customer.service@inglife.co.in | *Contact Us at Our branch office nearest to You or call toll free number to ascertain the address of the nearest branch office.* |

Level 2

In case the Eligible Person is not satisfied with the decision of the above office, or have not received any response within 10 days, the Eligible Person may contact the following official for resolution:

Complaints Officer

ING Vysya Life Insurance Company Limited
Gold Hill Square
1st Floor, 690
Hosur Road, Bangalore – 560068
Email: complaintscell@inglife.co.in
Toll Free Number 1800-419 8228
Tel No: 080 4134 5212
Fax No: 080 4110 0700

Please quote the reference number provided in earlier interaction along with Policy/contract number to help us understand and address your concern.

Level 3

Head Customer Service@ Email – In case you are not satisfied with the decision of the above, you can mail the Head Customer Service:
head.customerservice@inglife.co.in

Level 4

In case the Eligible Person is not satisfied with the decision/resolution of the Company, the Eligible Person may approach the nearest Insurance Ombudsman as per the address mentioned in **Annexure 'Ombudsman List'** if your grievance pertains to:

- o Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
- o Delay in settlement of claim
- o Dispute with regard to Premium
- o Non-receipt of Your insurance document

The complaint should be made in writing duly signed by the complainant or by his legal representative with full details of the complaint and the contact information of complainant.

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

- o only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- o within a period of one year from the date of rejection by the insurer
- o if it is not simultaneously under any litigation

5.12. Entire Contract:

This Policy comprises the terms and conditions set forth in this Policy document, the Policy Schedule, and the endorsements, if any, made on or applicable to this Policy, which shall form an integral part and the entire contract, evidenced by this Policy. The liability of the Company is at all times subject to the terms and conditions of this Policy and the endorsements made from time to time.

5.13. Governing Law and Jurisdiction:

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated. No action in law or equity shall be brought against the Company to enforce any claim under this Policy, unless the Policyholder has filed with the Company a claim together with all the required documents, in accordance with the requirements of this Policy and complied with the requirements of the Company, at least 60 days prior to the institution of such action.

5.14. Risk Factors

- a) ING My Term Insurance is a Non- Linked, Non Participating Life Insurance Product.
- b) ING Vysya Life Insurance Company Limited is only the name of the Insurance Company and ING My Term Insurance is only the name of the product and does not in any way indicate the quality of the product, its future prospects or returns.

Policyholder's attention is invited to Section 45 of the Insurance Act, 1938, which is reproduced below for reference:

Section 45: Policy not to be called in question on ground of mis-statement after two years

No Policy of life insurance effected before the commencement of this Act shall, after the expiry of two years from the date of commencement of this Act and no Policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the Policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policyholder and that the Policyholder knew at the time

of making it that the statement was false or that it suppressed facts which it was material to disclose: PROVIDED that nothing in this section shall prevent the insurer from calling 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 that the Age of the life insured was incorrectly stated in the proposal.

5.15. Consent to Disclosure of Personal Data:

This is to bring to the express notice of the Policyholder/Life Assured that the Personal data including the health details and medical records (Hereinafter Data) of the Policyholder and/or the Life Assured shall be used by the Company and that such information may be disclosed or transferred by the Company to any third party/Group Companies in pursuance of its business requirements in the process of servicing the policy. The Policyholder's acceptance of the Policy terms and conditions beyond the Free Look Period shall be deemed to be taken as express consent regarding the use of their Data. For any information or clarification please contact the Complaints Officer mentioned in this Policy.