

ING Secured Income Insurance RP

UIN 114N060V02

TERMS AND CONDITIONS APPLICABLE TO THIS POLICY

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.

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.

Life Assured shall mean the person named as such in the Policy Schedule.

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.

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

Policyholder shall mean the person named as such 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 Schedule issued by the Company and attached to and forming part of this Policy.

Policy Term means the tenure of this Policy as specified as such 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.

Regulations mean 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. The applicable Regulation shall form a part and parcel of the terms and conditions, and the terms and conditions shall be read along with the Regulation.

Regulatory Authority means the Insurance Regulatory and Development Authority (IRDA) or such other authority (ies) as may be designated under the applicable laws and Regulations.

Rider means the Rider/s, if any, issued by the Company, attached to and forming part of this Policy;

Rider Benefits means the Benefits payable under the Rider and mentioned in the Rider Policy

Rider Endorsement Letter means the letter issued by the Company on a Policy Anniversary date to which to which the Rider Policy attached to and forms a part of the Policy.

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

Sum Assured the amount specified as such in the Policy Schedule or such amount as may be endorsed on the Policy.

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

"You" and "Your" refers to the Policyholder.

2 POLICY DESCRIPTION

ING Secured Income Insurance RP is the name of the life insurance product of the Company. It is a participating and non linked life insurance Policy which has protection as well as savings orientation. A participating Policy entitles the Policyholder to a share in the surplus (profits) of participating fund of the Company.

3 BENEFITS PAYABLE UNDER THIS POLICY

3.1 Maturity Benefit: Subject to the terms and conditions of this Policy and the Policy remaining in force and effect on the Policy Maturity Date, the Company shall pay to the Eligible Person the following benefits on survival of the Life Assured as on Policy Maturity Date:

- 3.1.1** the Sum Assured under this Policy
- 3.1.2** vested bonus if any
- 3.1.3** terminal bonus if any.

Subject to the payment of all the due premiums, the Maturity Benefit will never be less than 105% of all the premiums paid.

3.2 Death Benefit

Subject to terms and conditions of this Policy and the Policy remaining in full force and effect, in the event of death of the Life Assured after Risk Commencement Date but before Policy Maturity Date, the company shall pay Guaranteed Death Benefit plus vested bonus, if any plus terminal bonus, if any as on date of death to the Eligible Person after deducting the Premiums, if any due for the Policy anniversary of the date of death.

Under no circumstances, the Death Benefit will be less than 105% of total Premiums paid till date of Death excluding service tax, rider premiums and extra premiums, if any.

3.2.1. Guaranteed Death Benefit: Guaranteed Death Benefit is higher of Sum Assured or 10 times the annualized premium paid excluding service tax, rider premium and extra premiums paid, if any.

The Policyholder can choose any one from the below mentioned options as Guaranteed Death Benefit:

Option A: receive whole of guaranteed death benefit as lump sum, or

Option B: receive the guaranteed death benefit as part in lump sum and part as family income benefit.

Policyholders can change the above mentioned death benefit option anytime 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.

3.2.1.1. Lump sum Benefit: If the Policyholder chooses option A, 100% of Guaranteed Death Benefit will be paid as lump sum. If the Policyholder chooses option B, 50% of Guaranteed Death Benefit will be paid as lump sum.

3.2.1.2. Family Income Benefit: If Policyholder chooses option A, no family income benefit will be payable. If Policyholder chooses option B, 50% of Guaranteed Death Benefit will be payable for 60 consecutive months with interest of ~8% (7.966%) per annum on reducing balance subject to claim being approved. This shall be equivalent to 60% of Guaranteed Death Benefit payable as 1% of Guaranteed Death Benefit in equal installments every month from the date of death. The first installment of this benefit shall be deemed to accrue from the date of the death. The settlement of claim shall be effected on the claim being accepted/ admitted.

In the event of death of the Eligible Person (nominee or legal heir of the Life Assured) during the Family Income Benefit payout period, the present value of the outstanding Family Income Benefit as determined by the Company under this policy will be paid as a lump sum to the legal heirs of the Eligible Person.

3.2.2. Vested bonus, if any and terminal bonus, if any will always be paid as lump sum

3.2.3. Exclusions:

3.2.3.1. If Age of the Life Assured is greater than or equal to 12 years, the risk cover including Family Income Benefit under the Policy will commence immediately from the date of commencement of the Policy. If the Age of Life Assured is less than 12 years, the risk cover including Family Income Benefit under the Policy will commence from the completion of two Policy Years. During this period, if the Life Assured dies then the death benefit shall be restricted to refund of Premiums without interest.

3.2.3.2. Suicide: - If the Life Assured commits suicide for any reason, while sane or insane, within one year from the date of commencement of risk or within one year from the date of reinstatement of the lapsed Policy, as the case may be, the Policy shall terminate with immediate effect and 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 Premium paid, excluding service tax or Surrender value as available as on the date of death.

3.3. Bonus-Participation in Surplus: This Policy participates in the surplus of the participating fund and bonus, subject to availability of surplus, will be declared by the Company in the form of reversionary bonus or terminal bonus. Reversionary bonus will be added to the Policy each year on Policy anniversary and terminal bonus, if any will be payable as part of the Maturity Benefit or Death Benefit, if death happens after completion of 10 Policy Years.

3.4. Rider Benefits

If any Rider is attached to this Policy as specified in the Policy Schedule or in the Rider Endorsement Letter, the Rider Benefit shall become eligible subject to the Rider Terms and conditions.

3.5. Requirements for maturity claims and death claims

3.5.1. In the event of a claim for Maturity Benefit or 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:

3.5.1.1. In case of maturity claims

- (i) Original Policy document; and
- (ii) Discharge Form
- (iii) Self attested ID Proof, and

(iv) Bank account details

3.5.1.2. 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.

3.5.1.3. 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.

3.5.1.4. Notwithstanding anything contained in Clause 3.5.1.2 and 3.5.1.3 above, depending upon the cause or nature of the claim, the Company reserves the right to call for any 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.

3.5.1.5. Delay in intimation of claim or submission of documents for the reasons beyond the control of the insured/claimant may be condoned by the Company.

3.6. Payment of Benefits

3.6.1. Payment of the Benefits under this Policy shall be subject to deduction of any indebtedness arising out of outstanding Policy loans, interest due on such loans etc.

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

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

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

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

3.7. Mode of payment of Benefits

3.7.1. 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.

3.7.2. 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 see the utilization of the monies so paid.

3.7.3. 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

4.1. Payment of Premiums: This Policy is issued subject to the Policyholder making prompt and regular payment of Premium for the Policy 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 thirty (30) days for annual mode and fifteen (15) days for monthly mode, 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. During the Grace Period, the Policy shall continue to be in force for availing the Death Benefit. Any unpaid Premium is deductible from the Benefits that may arise during the Grace Period. If the Premiums due are not paid within the Grace Period, the Policy will be eligible for Non-Forfeiture options 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, 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. This Policy has not been surrendered for cash;

4.3.1.2. No claim has arisen under this Policy.

4.3.1.3. 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

4.3.1.4. All amounts necessary to reinstate this Policy including all arrears Premiums with interest/reinstatement charge as levied by the Company from time to time.

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. If needed the Company may refer it to its medical examiner in deciding on reinstatement of lapsed Policy. Subject to the provisions of Clauses 4.3.1 above, the reinstatement shall come into effect on the date when the Company specifically communicates it in writing to the Policyholder.

4.3.3. 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.

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

If one full year's Premiums has not been paid, the Policy will lapse until the Policy is reinstated for full Benefits within two years from the first unpaid Premium due date. No Benefits will be paid to the Policyholder or the Eligible Person if the Policy is in Lapse stage.

A Lapse Policy will cease to participate in the profits from the date on which the Premium was due but not paid.

If at least one full year's Premium has been paid and less than three full years' Premiums have been paid, the Policyholder will be eligible for guaranteed surrender value as explained in section 4.4.3.1. However in case of death of the policyholder before acquiring the Reduced Paid-up Value as explained in section 4.4.1, the applicable surrender value shall be payable immediately on death and the Policy terminates.

If at least three full years' Premiums have been paid, and if any subsequent Premium due has not been received by the Company the Policyholder will be eligible for reduced paid-up value as explained in section 4.4.1.2 and surrender value as explained in section 4.4.3.

4.4.1. Reduced Paid-up Value

4.4.1.1. If at least one full year's Premium has been paid and less than three full years' Premiums have been paid, the Eligible Person will be eligible for death benefit which will be equal to surrender value as applicable and the Policy terminates.

4.4.1.2. If at least three full years' Premiums have been paid and no further due Premiums are paid, then the Policy will be eligible for a non-forfeiture Benefit which shall be a Reduced Paid-up Value. The minimum amount of the Reduced Paid-up Value for Sum Assured shall be determined by multiplying the Sum Assured with the ratio of the number of Regular Premiums paid to the total number of Regular Premiums payable plus vested bonuses, if any as shown below:

$$\text{Reduced Paid-up Value for Sum Assured} = \frac{(\text{Number of instalments of Premiums paid})}{(\text{Total Number of Instalments of Premiums Payable under the Policy})} \times \text{Sum Assured (as applicable) + Vested Bonus If Any}$$

In case of death of Life Assured during this period, the above mentioned benefit will be payable only as lump sum whether the Guaranteed Death Benefit is chosen as option A or option B.

A Reduced Paid-up Policy will cease to participate in the profits/surplus of the fund from the date on which the Premium was due but not paid.

Reduced Paid-up Sum Assured shall be payable on earlier of death of Life Assured or Policy Maturity Date as specified in the Policy Schedule

4.4.2. Surrender the Policy

If at least one full year's Premium is paid the Policy can be surrendered. The surrender value is payable immediately on surrender or at the end of the third policy year, whichever is later. 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.

4.4.3. Surrender Value:

The Policy acquires a Surrender Value which is higher of Guaranteed Surrender Value or Special Surrender Value.

4.4.3.1. Guaranteed Surrender Value (GSV): If at least one full year's Premium has been paid, the Policy acquires a Guaranteed Surrender Value. The Guaranteed Surrender Value will be the sum of the following

- a) GSV as a percentage of Premiums paid: GSV factor 1 multiplied by the total amount of Premiums paid excluding the Premium for extra mortality rating if any and
- b) GSV as a percentage of vested bonuses: GSV factor 2 multiplied by the total value of vested bonus accrued to the Policy, if any.

The Guaranteed Surrender Value factors increase with the Policy duration and are provided in the table below:

During Policy Year	GSV Factor 1 (as a percentage of Premiums paid)	GSV Factor 2 (as a percentage of vested bonus)
1	20.00%*	00.00%*
2	20.00%*	00.00%*
3	30.00%	10.00%
4	50.00%	15.00%
5	50.00%	15.00%
6	50.00%	15.00%
7	50.00%	15.00%
8	55.00%	15.00%
9	55.00%	15.00%
10	55.00%	15.00%
11	60.00%	20.00%
12	60.00%	20.00%
13	60.00%	20.00%
14	65.00%	20.00%
15 Onwards	70.00%	30.00%

* If all Premiums have not been paid for at least three full years then the applicable GSV Factor 1 would be fixed 20% and GSV Factor 2 would be fixed 0%; irrespective of the policy year in which the policy is surrendered.

4.4.3.2. Special Surrender Value: If at least three full year's Premium has been paid and if the conditions as per section 4.4.2 have been fulfilled, the Policy may acquire a Special Surrender Value. The Special Surrender Value will be quoted only on receipt of a surrender request which shall be determined by the Company from time to time and is not guaranteed.

The Surrender Values and Non-forfeiture provisions apply only to the Base Policy mentioned in the Schedule and not to any Riders.

5. GENERAL PROVISIONS

5.1. Policy Loan

At any time after three full years' Premiums have been paid, and if any Surrender Value is available under the Policy, the Policyholder may obtain a loan on the sole security of the Policy and on its proper assignment to the Company. The maximum amount of loan that will be advanced at any one time or more than one time shall not exceed 80% of the available Special Surrender Value and provided that the amount of the loan is not less than Rs.1000/-. The rates of interest payable on the loan and the other terms and conditions of the loan shall be as determined by the Company from time to time and

will be subject to IRDA's approval. All loans within the permissible limits will be granted after deducting any previous loan with interest. All outstanding loan and interest thereon shall be deducted from any Benefits payable under the Policy. Except in case of in-force or fully paid-up policies, if at any point of time, the loan along with outstanding accrued interest exceeds the value of Benefits payable under the Policy, the Policy will be foreclosed and no Benefits will be payable. There is no loan facility after the death of the Life Assured or after the completion of the Policy Term. Any payment made by the Policyholder in the Policy will first be utilized to repay the Policy Loan and then for any Premiums due, if any. The minimum amount of Premium Loan that can be repaid at every instance shall be Rs. 500 or total outstanding loan plus interest whichever is lower.

5.2. Free Look Provisions

The Policyholder shall have a period of 15 days (30 days if the Policy is sourced through Distance Marketing)# 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. All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy.

Distance Marketing includes solicitation through all modes other than in person.

5.3. 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. In case of fraud or misrepresentation, the Policy shall be cancelled immediately by paying the surrender value, subject to the fraud or misrepresentation being established by the Company in accordance with Section 45 of the Insurance Act, 1938 as applicable.

5.4. 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.

5.5. 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.

5.6. 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 during the Policy Term. 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.

5.7. 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.

5.8. 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.

5.9. Release and discharge:

The Policy will terminate automatically on payment

of the surrender value, death benefit, maturity benefit, on lapse of the Policy 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.

5.10. 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 Policyholder or the Eligible Person, as the case may be 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.

5.11. 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.

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

In case the 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 the concern.

Level 3

Head Customer Service@ Email – In case the Eligible Person is not satisfied with the decision of the above, the Eligible Person 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:

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

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

5.13. 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.

5.14. 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.

5.15. Risk Factors

- a) ING Secured Income Insurance RP is a Non- Linked, Participating Life Insurance Product.
- b) ING Vysya Life Insurance Company Limited is only the name of the Insurance Company and ING Secured Income Insurance RP 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 Policy-holder 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.

5.16. 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.