

# Policy Document - Terms and Conditions of your policy

## ICICI Pru Elite Life II

**In this Policy, the investment risk in investment portfolio is borne by the Policyholder.**  
Unique Identification Number (UIN) allotted by Insurance Regulatory and Development Authority (IRDAI)

**UIN number: ICICI Pru Elite Life II: 105L141V01**

In this policy, the investment risk in investment portfolio is borne by the policyholder. In this document, "you" or "your" will refer to the Policyholder or the Proposer i.e. the owner of this policy and "we", "us", "our", "insurer" or "the Company" will refer to ICICI Prudential Life Insurance Company Limited, or any of its successors.

### 1. Product charges

Premium Allocation Charge	Premiums are allocated to the Funds after deducting the Premium Allocation Charges shown below. The charges shown are as percentages of premium. <b>Five Pay and Regular Pay:</b>																				
	<table border="1"> <thead> <tr> <th>Premium Payment Mode / Policy year</th> <th>Year 1-3</th> <th>Year 4-5</th> <th>Year 6 onwards</th> </tr> </thead> <tbody> <tr> <td>Annual</td> <td>4%</td> <td>4%</td> <td>2%</td> </tr> <tr> <td>Half Yearly and Monthly</td> <td>4%</td> <td>3%</td> <td>2%</td> </tr> </tbody> </table>	Premium Payment Mode / Policy year	Year 1-3	Year 4-5	Year 6 onwards	Annual	4%	4%	2%	Half Yearly and Monthly	4%	3%	2%	A discount of 1% in the premium allocation charge in Year 1 is given to customers who buy directly from the Company's website. <b>One Pay:</b> Single Premium: 3% A discount of 0.5% in the premium allocation is given to customers who buy directly from the Company's website. All Top-up premiums are subject to an allocation charge of 2%.							
Premium Payment Mode / Policy year	Year 1-3	Year 4-5	Year 6 onwards																		
Annual	4%	4%	2%																		
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Policy Administration Charge	The Policy Administration Charge will be levied monthly. The Policy Administration Charge is as set out below: <b>Five Pay and Regular Pay:</b>																				
	<table border="1"> <thead> <tr> <th>Policy year 1-5</th> <th>Thereafter</th> </tr> </thead> <tbody> <tr> <td>₹ 400 p.m. i.e. ₹ 4,800 p.a.</td> <td>Nil</td> </tr> </tbody> </table>		Policy year 1-5	Thereafter	₹ 400 p.m. i.e. ₹ 4,800 p.a.	Nil	<b>One Pay:</b> <table border="1"> <thead> <tr> <th>Policy year 1-5</th> <th>Thereafter</th> </tr> </thead> <tbody> <tr> <td>₹ 60 p.m., i.e. ₹ 720 p.a.</td> <td>Nil</td> </tr> </tbody> </table> This charge will be made by redemption of units.		Policy year 1-5	Thereafter	₹ 60 p.m., i.e. ₹ 720 p.a.	Nil									
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Fund Management Charge (FMC)	<table border="1"> <thead> <tr> <th>Fund</th> <th>Fund Management Charge per annum (% of Fund Value)</th> </tr> </thead> <tbody> <tr> <td>Multi Cap Growth Fund Multi Cap Balanced Fund Bluechip Fund Maximiser V Opportunities Fund Income Fund</td> <td>1.35%</td> </tr> <tr> <td>Money Market Fund</td> <td>0.75%</td> </tr> <tr> <td>Discontinued Policy Fund (DP Fund)</td> <td>0.50%</td> </tr> </tbody> </table>		Fund	Fund Management Charge per annum (% of Fund Value)	Multi Cap Growth Fund Multi Cap Balanced Fund Bluechip Fund Maximiser V Opportunities Fund Income Fund	1.35%	Money Market Fund	0.75%	Discontinued Policy Fund (DP Fund)	0.50%	This will be charged daily by adjustment to the Net Asset Value (NAV).										
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Switch Charges	NIL																				
Discontinuance Charge	Discontinuance Charges are described below.																				
	<table border="1"> <thead> <tr> <th>Where the policy is discontinued in the policy year</th> <th>Five Pay and Regular Pay</th> <th>One Pay</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Lower of 6% of (AP or FV), subject to a maximum of ₹ 6000</td> <td>Lower of 1% of (SP or FV), subject to a maximum of ₹ 6000</td> </tr> <tr> <td>2</td> <td>Lower of 4% of (AP or FV), subject to a maximum of ₹ 5000</td> <td>Lower of 0.5% of (SP or FV), subject to a maximum of ₹ 5000</td> </tr> <tr> <td>3</td> <td>Lower of 3% of (AP or FV), subject to a maximum of ₹ 4000</td> <td>Lower of 0.25% of (SP or FV), subject to a maximum of ₹ 4000</td> </tr> <tr> <td>4</td> <td>2% of lower of (AP or FV), subject to a maximum of ₹ 2000</td> <td>Lower of 0.1% of (SP or FV), subject to a maximum of ₹ 2000</td> </tr> <tr> <td>5 and onwards</td> <td>NIL</td> <td>NIL</td> </tr> </tbody> </table>	Where the policy is discontinued in the policy year	Five Pay and Regular Pay	One Pay	1	Lower of 6% of (AP or FV), subject to a maximum of ₹ 6000	Lower of 1% of (SP or FV), subject to a maximum of ₹ 6000	2	Lower of 4% of (AP or FV), subject to a maximum of ₹ 5000	Lower of 0.5% of (SP or FV), subject to a maximum of ₹ 5000	3	Lower of 3% of (AP or FV), subject to a maximum of ₹ 4000	Lower of 0.25% of (SP or FV), subject to a maximum of ₹ 4000	4	2% of lower of (AP or FV), subject to a maximum of ₹ 2000	Lower of 0.1% of (SP or FV), subject to a maximum of ₹ 2000	5 and onwards	NIL	NIL	AP: Annual Premium SP: Single Premium FV is the Fund Value on the Date of Discontinuance No discontinuance charge is applicable for Top-up premiums.	
Where the policy is discontinued in the policy year	Five Pay and Regular Pay	One Pay																			
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5 and onwards	NIL	NIL																			
Mortality Charges	Mortality Charge will be calculated on the Sum at Risk described below: Sum at Risk = Highest of, <ul style="list-style-type: none"> <li>Sum Assured, including Top-up Sum Assured, if any (reduced by applicable partial withdrawals),</li> <li>Fund Value (including Top-up Fund Value, if any),</li> <li>Minimum Death Benefit</li> </ul> Less <ul style="list-style-type: none"> <li>Fund Value (including Top-up Fund Value, if any)</li> </ul> Mortality Charge will be deducted on a monthly basis by redemption of units. Mortality Charges will be deducted until the earlier of intimation of death of the Life Assured and the end of the policy term. The Mortality Charges are given in Annexure III																				

Some of the charges may be revised from time to time, subject to regulatory approval. For details, please refer to Annexure II.

### 2. Free look period (15/30 days refund policy)

You have an option to review the policy post receipt of the policy document. If you are not satisfied with the terms and conditions of this policy, please return the policy document to us for cancellation within: • 15 days from the date you received it, if your policy is not purchased through Distance Marketing\* • 30 days from the date you received it, if your policy is purchased through Distance Marketing\* a) On cancellation of the policy during the free look period, you shall be entitled to an amount which shall be equal to non-allocated premium plus charges levied by cancellation of units plus Fund Value at the date of cancellation less stamp duty expenses under the policy and expenses borne by us on medical examination, if any in accordance with the IRDAI (Protection Of Policyholders' Interests) Regulations 2000. The policy will terminate on payment of this amount and all rights, benefits and interests under this policy will stand extinguished.

\*Distance Marketing includes 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 & magazine inserts and (v) Solicitation through any means of communication other than in person.

### 3. Benefits available under the policy

**3.1 Maturity Benefit i.** On survival of the Life Assured till the date of maturity, we will pay the Fund Value including Loyalty Addition, Wealth Boosters and Top-up Fund Value if any, provided the policy has not already terminated. **ii.** On payment of Maturity Benefit, the policy will terminate and all rights, benefits and interests under the policy will be extinguished. **iii.** Maturity Benefit may be taxable as per prevailing tax laws.

**3.2 Death Benefit i.** Insured event is death of the Life Assured during the term of the policy. **ii.** On the death of the Life Assured during the term of the policy Death Benefit will be payable to the nominee **iii.** On death of the Life Assured, provided monies are not in the Discontinued Policy Fund (DP Fund), Death Benefit will be: Death Benefit = A or B or C whichever is highest

Where, A = Sum Assured, including Top-up Sum Assured if any, (reduced by applicable partial withdrawals, if any) and B = Fund Value including Top-up Fund Value if any, C = Minimum Death Benefit

**iv.** The effect of partial withdrawal on the Sum Assured will be as stated in clause 3.9. **v.** For the purpose of this product, Sum Assured is deemed to include the Top-up Sum Assured, if any. **vi.** Minimum Death Benefit will be 105% of the total premiums paid including Top-up premiums, if any **vii.** On death of the Life Assured, before date of maturity, while monies are in the DP Fund, Death Benefit will be the DP Fund Value. **viii.** On payment of Death Benefit, the policy will terminate and all rights, benefits and interests under the policy will be extinguished. **ix.** Death Benefit may be taxable as per prevailing tax laws.

**3.3 Loyalty Addition** Loyalty Additions will be allocated as extra units at the end of every policy year, starting from the end of the sixth policy year, provided monies are not in the DP Fund. Each Loyalty Addition will be a percentage of the average of daily Fund Values including Top-up Fund Value, if any, in that same policy year as shown in the table below.

Policy Year	Loyalty Addition
6 to 10	0.30%
11 onwards	0.50%

An additional loyalty addition of 0.25% is paid every year from the end of year 6 if all premiums for that year have been paid. The additional loyalty additions will also be calculated as described above. Loyalty Addition, including additional loyalty additions, will be allocated among the funds in the same proportion as the value of total units held in each fund at the time of allocation. The allocation of Loyalty Addition units is guaranteed and shall not be revoked by us under any circumstances.

**3.4 Wealth Boosters** Wealth Boosters will be allocated as extra units at the end of every fifth policy year starting from the end of the tenth policy year. Each Wealth Booster will be equal to 1.50% of the average of the Fund Values including Top-up Fund Value, if any, on the last business day of the last eight policy quarters. Wealth Boosters will be allocated between the funds in the same proportion as the value of total units held in each fund at the time of allocation. The allocation of Wealth Booster units is guaranteed and shall not be revoked by us under any circumstances.

**3.5 Non-negative clawback additions** In the process to comply with the reduction in yield, we may arrive at specific non-negative claw-back additions, if any, to be added to the unit Fund Value, as applicable, at various durations of time after the first five years of the contract.

**3.6 Switches i.** If you select the Fixed Portfolio Strategy you have an option to switch units between the funds available under this plan. The option to switch units is not available if your monies are invested in the LifeCycle based Portfolio Strategy.

**ii.** This is done by redeeming units from the first Fund and allocating the units in the second Fund, based on the Net Asset Value (NAV) of the relevant Funds. **iii.** There is no restriction on the number of switches you can make and all switches will be free. **iv.** Currently, the minimum amount per switch is ₹ 2,000/- . We may change this amount from time to time as per the rules of the company and subject to the Regulator's approval. **v.** Switches will not be allowed if monies are in the DP fund.

**3.7 Top-ups i.** You have an option to pay Top-up premiums any time during the term of the policy, except in the last five years before the date of maturity. **ii.** This will be subject to underwriting and provided you have paid all the due premiums under the policy. **iii.** Currently, the minimum Top-up premium is ₹ 2,000/- and we may change the same from time to time as per the rules of the Company and subject to prior approval of the Regulator. **iv.** The minimum and maximum Sum Assured multiples for Top-up premiums will be same as that for the One Pay Premium Payment Option. However, instead of age at entry, age at the time of paying the Top-up premium will be considered. **v.** There is a lock in period of five years for each Top-up premium from the date of payment of the Top-up premium for the purpose of partial withdrawals only. We may change the lock in period from time to time subject to the approval from the Regulator. **vi.** At any point during the term of the policy, the total Top-up premiums paid cannot exceed the sum of base premium(s) paid till that time.

**3.8 Premium Redirection i.** This facility is applicable only if you have opted for Fixed Portfolio Strategy, described in clause 5.1, and the monies are not in DP Fund.

**ii.** This section is not applicable for One Pay premium payment option. **iii.** You have an option to specify the Funds and the proportion in which the future premiums are to be invested in the Funds at the inception of the policy. **iv.** At the time of subsequent premiums, you may change the proportion in which the said premiums are to be invested. Once you opt for this feature, the fund allocation will apply for all subsequent premiums. **v.** This option is available without any charge.

**3.9 Partial Withdrawals i.** Irrespective of the portfolio strategy you select, partial withdrawals will be allowed after completion of five policy years and subject to payment of all due premiums provided the monies are not in DP Fund. You will be entitled to make unlimited number of partial withdrawals as long as the total amount of partial withdrawals in a year does not exceed 20% of the Fund Value in a policy year. There is no charge for partial withdrawal. **ii.** The minimum partial withdrawal amount is ₹ 2,000. We reserve the right to change the minimum amount of partial withdrawal from time to time, subject to prior approval from the Regulator.

**iii.** Partial withdrawals are allowed only if the Life Assured is at least 18 years of age. **iv.** For the purpose of calculating benefit payable on death, the following partial withdrawals will be reduced from Sum Assured: **a.** Where death of the Life Assured occurs before attaining age 60 years last birthday, partial withdrawals made in the two years immediately preceding the date of death. **b.** Where death of the Life Assured occurs after attaining age 60 years last birthday, partial withdrawals made after attaining age 58 years last birthday. **v.** Partial withdrawals will be made first from the Top-up Fund Value, as long as it supports the partial withdrawal, and then from the Fund Value built up from the base premium(s). **vi.** Partial withdrawal will not be allowed if it results in termination of the policy.

**3.10 Increase or Decrease of Premium** Increase or decrease of premium is not allowed under this policy.

**3.11 Increase or Decrease of premium payment term i.** This section is not applicable for One Pay premium payment option. **ii.** You will have the option to increase the Premium Payment Term by notifying us, provided all due premiums have been paid, **iii.** You will have the option to decrease the Premium Payment Term by notifying us, provided at least five years' premiums have been paid., **iv.** Increase or decrease in Premium Payment Term must always be in multiples of one year.

**3.12 Increase or Decrease of Sum Assured i.** Increase or decrease in Sum Assured will be allowed only on policy anniversaries, provided all due premiums till date have been paid and provided monies are not in DP fund. **ii.** Increase in Sum Assured is allowed, subject to underwriting, before the policy anniversary on which the life assured is aged 60 years completed birthday. The cost of any medical reports and charges will be borne by you and deducted by redemption of units. **iii.** Such increases would be allowed in multiples of ₹ 1,000 subject to maximum Sum Assured multiples as specified in Annexure V. The multiple of ₹ 1,000 referred above may be changed from time to time as per the rules of the Company, subject to prior approval from the Regulator. **iv.** Decrease in Sum Assured is allowed subject to the minimum Sum Assured restrictions under the product. Such decreases would be allowed in multiples of ₹ 1,000. The multiple of ₹ 1,000 referred above may be changed from time to time as per the rules of the Company, subject to prior approval from the Regulator. **v.** Notwithstanding anything contained above in relation to the increase of Sum Assured, once you have opted for decreasing the Sum Assured, any subsequent increase may be subject to underwriting. You will have to bear the cost of medical reports and any other charges, as applicable.

**3.13 Increase / Decrease in Policy Term** • You have the option to increase or decrease the policy term by notifying the Company. • Increase or decrease in policy terms is allowed subject to the policy terms allowed under the given policy • An increase in policy term is allowed, subject to underwriting. Sum Assured may increase subject to the minimum sum assured conditions. • On decrease of policy term, Sum Assured will not reduce unless it is requested by you.

**3.14 Settlement Option i.** You have an option to receive the Maturity Benefit as a structured payout over a period of up to 5 years after maturity. This option has to be chosen prior to maturity. The payouts may be taken monthly (direct credits only), quarterly, half yearly or annually, all payable in advance. **ii.** The life insurance cover and rider cover shall cease on the original date of maturity. No other options available under the product shall be available. **iii.** The available number of units under the Policy shall be divided by the residual number of instalments to arrive at a number of units for each instalment. Further, in case of investment in more than one Fund, the number of units to be withdrawn shall be in the same proportion of the units held at the time of payment of each instalment. The value of the payments will depend on the number of units and the respective fund NAVs on the date of each payment. **iv.** The remaining Fund Value shall become payable in the event of death of the recipient of the Maturity Benefit during the settlement period. The Policy shall terminate on the said payment. **v.** The recipient of the Maturity Benefit has the option to take the remaining Fund Value as a lump sum payment at any time during the settlement period. The Policy shall terminate on the said payment. **vi.** During the settlement period the money remains invested in the respective funds and the investment risk in the investment portfolio is borne by the recipient of the Maturity Benefit. **vii.** Only the Fund Management Charge would be levied during the settlement period. No Loyalty Additions or Wealth Boosters will not be added during this period.

**3.15 Riders i.** The riders mentioned below are available under this Policy. **ii.** However the benefit under the Riders shall become payable only if the same are opted for and premiums for the same are duly paid. These will be recovered by redemption of units. **iii.** The Riders can be chosen at the inception of the Policy or at any Policy anniversary during the policy term, subject to underwriting. The riders that are offered under this Policy are: • Unit Linked Accidental Death Rider: The details of the riders are mentioned in Annexure VI

**3.16 Loans** We will not provide loans under this policy.

**3.17 Change in Portfolio Strategy (CIPS) i.** You have the option to switch amongst the two available Portfolio Strategies, Fixed Portfolio Strategy and LifeCycle based Portfolio Strategy. The option to switch Portfolio Strategy can be exercised only once every policy year provided the monies are not in DP Fund. This facility will be provided free of cost. **ii.** On moving to the LifeCycle based Portfolio Strategy, the existing Funds as well as all future premiums will be allocated between Multi Cap

Growth Fund and Income Fund as per the LifeCycle schedule mentioned in clause 5.1. **iii.** On moving to the Fixed Portfolio Strategy, you must specify the proportions among the choice of funds available in which his existing funds and future premium should be invested.

#### 4. Non forfeiture benefits

**4.1 Surrender i.** Surrender means voluntary termination of the policy by you. **ii.** Surrender during the first five policy years. During the first five policy years, on our receipt of intimation that you wish to surrender the policy, the Fund Value after deduction of applicable Discontinuance Charge, shall be transferred to the Discontinued Policy Fund (DP Fund). For treatment thereafter, please refer to the sections on treatment of the policy while monies are in the DP Fund, as described in Clause 4.3, and policy revival, as described in clause 4.4. If the policy is not revived, you or the nominee, as the case may be, will be entitled to receive an amount not less than the Fund Value, which was transferred to the DP Fund, on the earlier of death of the Life Assured and the expiry of the lock-in period. Currently the lock-in period is five years from policy inception. **iii.** Surrender after completion of five policy years. On surrender after the completion of the fifth policy year, you will receive the Fund Value including Top-up Fund Value, if any. No surrender penalty will be levied and policy surrender will extinguish all rights, benefits and interests under the policy. Please see Flowchart 1 in Annexure IV

**4.2 Premium Discontinuance** This section is applicable only for Five Pay and Regular Pay policies **a)** Premium discontinuance during the first five policy years. If a due premium has not been paid, we shall send you a notice within a period of fifteen days from the date of expiry of the grace period, requesting you to choose from the following options within a notice period of 30 days of receipt of such notice:

Option	Description	Treatment
(i)	Pay overdue premium within the notice period and continue the policy	The policy will continue with risk cover, benefits and charges, as per the terms and conditions of the policy.
(ii)	Discontinue the policy with monies moving to the DP Fund	On our receipt of this intimation, the Fund Value including Top-up Fund Value, if any, shall be credited to the DP Fund after deduction of applicable Discontinuance Charge. For treatment thereafter, please refer to the sections on treatment of the policy while monies are in the DP Fund, as described in clause 4.3 and policy revival, as described in clause 4.4.
No option is selected before the end of the notice period		Treatment will be as if option ii were selected.

Please see Flowchart 2.a. in Annexure IV.

**b)** Premium discontinuance after completion of the fifth policy year. If due premium has not been paid, we shall send you a notice within a period of fifteen days from the date of expiry of the grace period, requesting you to choose from the following options within a notice period of 30 days of receipt of such notice:

Option	Description	Treatment
(i)	Pay overdue premium within the notice period and continue the policy	The policy will continue with risk cover, benefits and charges, as per the terms and conditions of the policy.
(ii)	Surrender the policy	On our receipt of this intimation, you will be entitled to the Fund Value including Top-up Fund Value, if any.
(iii)	Convert the policy into a paid-up policy	The policy will continue with benefits and charges, as per the original terms and conditions of the policy, however you are not required to pay premiums. You will have the option of resuming payment of premiums before the end of the two year revival period.
(iv)	Continue the policy for a period of up to two years.	The policy will continue with benefits and charges as per the terms and conditions of the policy. On payment of overdue premiums before the end of this period, the policy will continue as per the policy terms and conditions. If the overdue premiums are not paid before the end of the two year revival period, then you will have the following two options: <b>iv.a.</b> Convert the policy into a paid-up policy. The treatment thereafter will be as described in option (iii) above. <b>iv.b.</b> Surrender the policy and receive the Fund Value including Top-up Fund Value, if any, at the end of the revival period. Thereafter this policy shall terminate and all rights, benefits and interests under this policy shall be extinguished.
No option is selected before the end of the notice period		Treatment will be as if option ii were selected.

Please see Flowchart 2.b. in Annexure IV.

**4.3 Treatment of the policy while monies are in the DP Fund** While monies are in the DP Fund: • Risk Cover and Minimum Death Benefit will not apply. • A Fund Management Charge of 0.50% p.a. of the DP Fund will be made. No other charges will apply. • From the date monies enter the DP Fund till the date they leave the DP Fund, a minimum guaranteed interest rate declared by IRDAI from time to time will apply. The current minimum guaranteed interest rate applicable to the DP Fund is 4% p.a. • A revival period of two years from the Date of Discontinuance of the policy applies. The Date of Discontinuance of the policy is the date on which we receive intimation from you about discontinuance of the policy or surrender of the policy, or the expiry of the notice period, whichever is earlier. If the two year revival

period is complete before the end of the fifth policy year and the policy has not been revived, the DP Fund Value will be payable to you at the end of the fifth policy year. Thereafter this policy shall terminate and all rights, benefits and interests under this policy shall be extinguished. Please see Flowchart 3.a. in Annexure IV. If the two year revival period is not complete before the end of the fifth policy year and the policy has not been revived, we shall request you to choose from the following options:

Option	Description	Treatment
(i)	Revive the policy by paying overdue premiums, if any	Treatment will be as described in clause 4.4.
(ii)	Stay invested in the DP Fund until the end of the lock-in period	Revival is possible any time before the completion of the fifth policy year. If the policy is not revived before the completion of the fifth policy year, the DP Fund Value will be payable to you at the end of the fifth policy year. Thereafter this policy shall terminate and all rights, benefits and interests under this policy shall be extinguished.
(iii)	Stay invested in the DP Fund with the option to revive before the end of the revival period	Revival is possible any time before the completion of the revival period. If the policy is not revived before the completion of the revival period, the DP Fund Value will be payable to you at the end of the revival period. Thereafter this policy shall terminate and all rights, benefits and interests under this policy shall be extinguished.
No option is selected before the end of the notice period		Treatment will be as if option (ii) were selected.

Please see Flowchart 3.b. in Annexure IV.

**4.4 Policy revival** In case of surrender or premium discontinuance during the first five policy years, you can revive the policy by paying overdue premiums, if any, within two years from the Date of Discontinuance. On revival, Discontinuance Charge previously deducted, will be added to the DP Fund Value and Policy Administration Charge and Premium Allocation Charge, if any, which were not collected while monies were in the DP Fund, shall be levied. Monies will be invested in the segregated fund(s) chosen by you at the NAV as on the date of such revival. On revival, you will resume the enjoyment of the risk cover and Minimum Death Benefit. For the purpose of this product, the treatment of withdrawal of surrender request in the first five policy years is the same as revival of a policy where premium is discontinued. In case of premium discontinuance after completion of five policy years, you can revive the policy within two years from the date of receipt of intimation that you wish to choose option (iv) described in Clause 4.2 (b). On revival, the policy will continue with benefits and charges, as per the terms and conditions of the policy. For the purpose of revival the following conditions are applicable: **a.** You, at your own expense, furnishes satisfactory evidence of health of the Life Assured, as required by us; **b.** Revival will be based on the prevailing Board approved underwriting policy. **c.** Revival of the policy may be on terms different from those applicable to the policy before the premiums were discontinued; Revival will take effect only on it being specifically communicated by us to the you. Any change in revival conditions will be subject to approval from the Regulator

#### 5. Investment and Fund details

**5.1 Fund details and name** The accumulated premiums, less charges, will be invested in the following funds:

Fund Name, Objective and SFIN	Portfolio Allocation	% (Min)	% (Max)	Potential Risk-Reward Profile
<b>i) Multi Cap Growth Fund:</b> To generate superior long-term returns from a diversified portfolio of equity and equity related instruments of large, mid and small cap companies. <b>SFIN : ULIF 085 24/11/09</b> <b>LMCapGro 105.</b>	Equity & equity related securities Debt Instruments Money Market & Cash	80% 0% 0%	100% 20% 20%	High
<b>ii) Multi Cap Balanced Fund:</b> To achieve a balance between capital appreciation and stable returns by investing in a mix of equity and equity related instruments of large, mid and small cap companies and debt and debt related instruments. <b>SFIN : ULIF 088 24/11/09</b> <b>LMCapBal 105.</b>	Equity & equity related securities Debt Instruments Money Market & Cash	0% 20% 0%	60% 70% 50%	Moderate
<b>iii) Bluechip Fund:</b> To provide long-term capital appreciation from equity portfolio predominantly invested in large cap stocks. <b>SFIN : ULIF 087 24/11/09</b> <b>LBluChip 105.</b>	Equity & equity related securities Debt Instruments Money Market & Cash	80% 0% 0%	100% 20% 20%	High
<b>iv) Maximiser V:</b> To achieve long-term capital appreciation through investments primarily in equity and equity-related instruments of large and mid cap stocks. <b>SFIN : ULIF 114 15/03/11</b> <b>LMaximis5 105.</b>	Equity & equity related securities Debt Instruments Money Market & Cash	75% 0% 0%	100% 25% 25%	High

Fund Name, Objective and SFIN	Portfolio Allocation	% (Min)	% (Max)	Potential Risk-Reward Profile
<b>v) Opportunities Fund:</b> To generate superior long-term returns from a diversified portfolio of equity and equity related instruments of companies operating in four important types of industries viz., Resources, Investment-related, Consumption-related and Human Capital leveraged industries. <b>SFIN : ULIF 086 24/11/09</b> <b>LOpport 105.</b>	Equity & equity related securities Debt Instruments Money Market & Cash	80% 0% 0%	100% 20% 20%	High
<b>vi) Income Fund:</b> To provide accumulation of income through investment in various fixed income securities. The fund seeks to provide capital appreciation while maintaining a suitable balance between return, safety and liquidity. <b>SFIN : ULIF 089 24/11/09</b> <b>LIncome 105.</b>	Debt Instruments Money Market & Cash	40% 0%	100% 60%	Low
<b>vii) Money Market Fund :</b> To provide suitable returns through low risk investments in debt and money market instruments while attempting to protect the capital deployed in the fund. <b>SFIN : ULIF 090 24/11/09</b> <b>LMoneyMkt 105.</b> In addition, on premium discontinuance or surrender, during the first five policy years, as described in Clause 4.2 a, the monies will be moved to the Discontinued Policy Fund (DP Fund).	Debt Instruments Money Market & Cash	0% 50%	50% 100%	Low
<b>viii) Discontinued Policy Fund:</b> <b>SFIN : ULIF 100 01/07/10</b> <b>LDiscont 105.</b>	Money Market instruments Government securities	0% 60%	40% 100%	

**Portfolio Strategy** You can choose among the following asset allocation strategies: • LifeCycle-based Portfolio Strategy • Fixed Portfolio Strategy. You may opt into or out of a Portfolio Strategy during the policy term. You can only have your funds in one of the Portfolio strategies at any point in time. **i. LifeCycle-based Portfolio Strategy a.** Under this strategy, the Company's Multi Cap Growth Fund will be used for equity exposure and the Income Fund for debt exposure. **b.** The Fund Value will be allocated to the Multi Cap Growth and Income Fund as per the Policyholder's age as described in the following schedule.

Age (Last birthday)	0 – 25	26 – 35	36 – 45	46 – 55	56 – 65	66 – 80
<b>Multi Cap Growth Fund</b>	85%	75%	65%	55%	45%	35%
<b>Income Fund</b>	15%	25%	35%	45%	55%	65%

Under this strategy, you have the option to make Partial Withdrawals. Partial Withdrawals and different growth rates of the Multi Cap Growth and Income Fund may cause the actual fund weightings to differ from the above schedule. Since the objective is to allocate assets based on risk appetite at the current age, the Policyholder funds will be regularly rebalanced to achieve the above allocations. This will be done by automatic switching of units between the two funds at every policy quarter. During the last ten quarters of the Policy term, the exposure in the Multi Cap Growth Fund will be systematically reduced as per the Policyholder's age as described in the table below by automatic switches to the Income Fund. This is done so that the Fund Value at the time of maturity is not adversely affected by short term volatility in the equity market that Multi Cap Growth Fund invests in.

Age (Last birthday)	Multi Cap Growth Fund	Exposure in the last ten quarters prior to maturity										
		From	To	10	9	8	7	6	5	4	3	2
0	25	85%	76.5%	68.0%	59.5%	51.0%	42.5%	34.0%	25.5%	17.0%	8.5%	0.0%
26	35	75%	67.5%	60.0%	52.5%	45.0%	37.5%	30.0%	22.5%	15.0%	7.5%	0.0%
36	45	65%	58.5%	52.0%	45.5%	39.0%	32.5%	26.0%	19.5%	13.0%	6.5%	0.0%
46	55	55%	49.5%	44.0%	38.5%	33.0%	27.5%	22.0%	16.5%	11.0%	5.5%	0.0%
56	65	45%	40.5%	36.0%	31.5%	27.0%	22.5%	18.0%	13.5%	9.0%	4.5%	0.0%
66	80	35%	31.5%	28.0%	24.5%	21.0%	17.5%	14.0%	10.5%	7.0%	3.5%	0.0%

**ii. Fixed Portfolio Strategy** Under this strategy, the Policyholder may choose to invest his or her money in any of the funds offered and in proportions of his or her choice. The available funds are described above. A Policyholder who chooses the Fixed Portfolio Strategy may avail of the Automatic Transfer Strategy described below. There would be no additional charge for selecting the Automatic Transfer Strategy. The Policyholder can choose to automatically transfer a fixed amount of his or her investments in the Money Market Fund or Income Fund to any one of the following funds: Opportunities Fund, Multi Cap Growth Fund, Maximiser V, or Bluechip Fund. This transfer will be done in equal instalments in not more than 12 monthly instalments. The Policyholder can opt for a transfer date of either 1st or 15th of every month. If the date is not mentioned, the funds will be switched on the 1st of every month. If the 1st or 15th of the month is a non-valuation date then the next working day's NAV will be applicable. At the time of transfer, the required

number of units will be withdrawn from Money Market Fund or Income Fund, at the applicable unit value, and new units will be allocated in the chosen destination fund. The minimum transfer amount is ₹ 2,000. This value is subject to change from time to time as per the rules of the Company and subject to prior approval of IRDAL. The Automatic Transfer Strategy will be renewed and will be regularly processed for the Policyholder till the Company is notified, through a written communication, to discontinue the same. The Automatic Transfer Strategy will not be applicable if the source Fund Value is less than the amount nominated for transfer.

**5.2 Units** The nominal value of the Units is ₹ 10 each. We allocate the Units in the manner described below and the allocations may be made up to 1/1000th of a Unit or such other fraction as per Board approved policy.

**5.3 Net Asset Value (NAV)** The Net Asset Value for the different Segregated Funds shall be declared on a daily basis except on days on which the Banks or Exchange are closed or on account of political or economic 'Force Majeure' conditions or if permitted by the Regulator. The Net Asset Value of each Segregated Fund shall be computed as follows or by such other method as may be prescribed by regulation: [Market value of investment held by the Fund plus value of current assets less value of current liabilities and provisions] Divided by, Number of units existing under the Fund at valuation date, before any new units are created or redeemed

**5.4 Risks of investment in the Funds** i. Any investment in any of the Funds available under the policy is subject to market and other risks. ii. The investment risk in the investment portfolio is borne by you. iii. There is no assurance that the objectives of any of the Funds will be achieved. iv. The NAV of any of the Funds may increase or decrease as per the performance of financial markets. v. The past performance of any of the Funds does not indicate the future performance of these Funds. vi. The name of the product and the Funds do not in any manner indicate the quality or their future prospects or the returns that can be expected from these Funds. vii. The Funds, except for DP Fund, do not offer a guaranteed or assured return.

**5.5 Valuation date** Valuation date is any date on which the NAV is declared by us.

**5.6 Valuation of the Funds** Valuation of Funds is the determination of the value of the underlying assets of the Funds. The valuation of the assets will be made as per the valuation norms prescribed by the Regulator and implemented by us.

**5.7 Investment of the Funds** We will select the investments, in accordance with its board approved investment policy, including derivatives and units of mutual Funds, of the Fund at our sole discretion subject to the investment objectives of the Fund and the applicable regulations in this regard.

**5.8 Your rights with respect to the Funds** This policy enables you to participate only in the investment performance of the Funds, to the extent of allocated units. It does not in any way confer any right whatsoever on you or on the Life Assured to share in our profits or surplus of the business in any manner whatsoever or make any claim in relation to our assets. All assets relating to the Fund shall be and shall remain in our absolute beneficial ownership and control. There is no trust created, whether express or implied, by us in respect of the investments in your favour or assignee or nominee of the policy or any other person.

**5.9 Fund closure** Although the Funds are open ended, we may, as per Board approved policy and subject to prior approval from the Regulator, completely close any of the Funds on the happening of any event, which in our sole opinion requires the said Fund to be closed. You shall be given at least three months' prior written notice of our intention to close any of the Funds completely or partially except in 'Force Majeure' conditions as mentioned in clause 6.5, where we may give a shorter notice. In case of complete closure of a Fund, on and from the date of such closure, we shall cease to issue and cancel units of the said Fund and cease to carry on activities in respect of the said Fund, except such acts as are required to complete the closure. In such an event if the units are not switched to another Fund by you, we will switch the said units to any other appropriate Fund with similar characteristics as per Board approved policy, with due weightage for the respective NAVs at the time of switching, subject to prior approval from the Regulator. However, no fee would be charged by us for switching to another Fund or exiting from the policy in the event of complete closure of Funds.

**5.10 Foreclosure of the policy** i. For Five Pay and Regular Pay policies, after five policy years have elapsed and all due premiums have been paid, if the Fund Value becomes nil, then the policy will terminate and no benefits will be payable. ii. For One Pay policies, after five policy years have elapsed and provided the monies are not in the DP Fund, if the Fund Value becomes nil, then the policy will terminate and no benefits will be payable. iii. On termination of the policy all rights, benefits and interests under the policy shall be extinguished iv. A policy cannot be foreclosed before completion of five policy years.

**5.11 Applicability of NAV** i. The allocation and redemption of Units for various transactions will be at the NAV as described below:

Type of transaction	Applicable NAV (where transaction is received before cut-off time)
First premium deposit received by way of local cheque or pay order or demand drafts payable at par	NAV of the risk commencement date of the policy
First premium deposit received by way of outstation cheque or pay order or demand drafts	NAV of the risk commencement date of policy or date of realization of the amount by us, whichever is later
Renewal premiums received by way of direct debit, Electronic Clearing System (ECS), credit card, etc.	NAV of the date of our receipt of instruction or the due date, whichever is later
Renewal premiums received by way of local Cheque or pay order or demand draft payable at par	NAV of the date of our receipt of instrument or the due date, whichever is later
Renewal premiums received by way of outstation cheque or pay order or demand draft	NAV of the date of our receipt of instrument or the due date or date of realization of the amount by us, whichever is later
Partial withdrawal	NAV of the date of our receipt of the request
i. Free look cancellation ii. Death claim	NAV of the date of our receipt of the request or intimation of claim (Intimation for the purpose of claim must be in writing. The free look cancellation request must be in writing or in the electronic mode or in any other manner as decided by us from time to time)
Surrender after first five policy years	NAV of the date of our receipt of the request
Loyalty Addition	NAV of the date of allocation
Transfer to the Discontinued Policy Fund	NAV of the Date of Discontinuance

ii. Currently, the cut-off time is 3.00 p.m. The cut-off time may be changed as per the Regulator's prevailing guidelines. iii. If the transaction request is received before the cut off time, the NAV declared at close of business that day will be applicable. iv. If the transaction request is received after the cut-off time then the NAV of the next Valuation Date will be applicable. v. For all transactions on the last day of the financial year, the NAV of that day would be applicable. The cut-off time will not be applicable for such transactions. vi. The Units allocated will be reversed in case of non realization of the premium amount. vii. We will follow the norms stated above for any transactions, which are not specifically mentioned herein but involve Allocation and redemption of Units.

## 6. General Conditions

**6.1 To whom are the benefits payable** Benefits are payable to the Policyholder or to the assignee(s) where a valid assignment/ absolute assignment (in accordance with Section 38 of the Insurance Act, 1938) or endorsement has been recorded. In case of death of the Policyholder or assignee(s) as mentioned above, benefits are payable either to the nominee(s) where a valid nomination has been registered by the Company (in accordance with section 39 of the Insurance Act, 1938), or to the executors, administrators or other legal representatives who obtain representation to the estate of the Policyholder or to such person or persons as directed by a court of competent jurisdiction in India, limited at all times to the monies payable under this policy. We hereby agree to pay the appropriate benefits on proof: i. to our satisfaction of the benefits having become payable on the happening of an event as per the policy terms and conditions, ii. of the title of the said person or persons claiming payment, iii. of the correctness of the age of the Life Assured as stated in the proposal (if not previously admitted)

**6.2 Death of the nominee** In the event of death of the nominee before the death of the Life Assured, you have an option to nominate some other person.

**6.3 Premium payment** i. For Five Pay and Regular Pay options, modes of premium payment permitted are: Annual, half-yearly or monthly. ii. You are required to pay premiums on the due dates and for the amount mentioned in the policy schedule.

iii. For Five Pay and Regular Pay options, collection of advance premium shall only be allowed in the following cases: a) Where the premium is collected within the same financial year. b) The premium so collected in advance shall only be adjusted on the due date of the premium. iv. For Five Pay and Regular Pay options, the grace period for payment of premium is 15 days for monthly mode of premium payment and 30 days for other frequencies of premium payment. v. You are required to pay premiums for the entire premium payment term. vi. We are not under any obligation to remind you about the premium due date, except as required by applicable regulations. vii. You may pay premium through any of the following modes: a. Cash\* b. Cheque c. Demand Draft d. Pay Order e. Banker's cheque f. Internet facility as approved by us from time to time g. Electronic Clearing System / Direct Debit h. Credit or Debit cards held in your name

\*Amount and modalities will be subject to our rules and relevant legislation or regulation

viii. Any payment made towards first or renewal premium is deemed to be received by us only when it is received at any of our branch offices or authorized collection points and after an official printed receipt is issued by us. ix. No person or individual or entity is authorized to collect cash or self cheque or bearer cheque on our behalf. x. Cheque or demand drafts must be drawn only in favour of ICICI Prudential Life Insurance Company Limited. xi. Please ensure that you mention the application number for the first premium deposit and the policy number for the renewal premiums on the cheque or demand draft. xii. Where premiums have been remitted otherwise than in cash, the application of the premiums received will be conditional on the realization of the proceeds of the instrument of payment, including electronic mode. xiii. If you suspend payment of premium for any reason whatsoever, we will not be held liable. In such an event, benefits, if any, will be available only in accordance with the policy terms and conditions. xiv. In case the payment made towards the first premium or renewal premium is not realized by us due to any reason whatsoever, we shall not be duty bound to intimate the same to you. In such cases, you shall be solely responsible for the verification of such realization and the consequences if the payment is not realized.

**6.4 Legislative changes** i. 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. ii. You 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. iii. All benefits payable under the policy are subject to the tax laws and other financial enactments as they exist from time to time. iv. All provisions stated in this policy are subject to the current guidelines issued by the Regulator as on date. v. The policy terms and conditions may be altered based on any future legislative or regulatory changes.

**6.5 Force Majeure** Under 'Force Majeure' situations, we may, in the general interest of the holders of unit linked policies and keeping in view unforeseen circumstances or unusual market conditions, limit the total number of Units withdrawn on any day from each Fund. Withdrawals from each of the Company's Funds may be limited to 5% of the total number of Units then outstanding from each respective Fund. In exceptional circumstances, such as unusually high volume of sale of investments within a short period, exceptional redemption, market conditions or political or economic 'Force Majeure' conditions, we may defer the partial withdrawal of Units and the surrender of the policy until such time as normality returns, based on the directions of the Regulator at that point in time. We reserve the right to value assets less frequently than daily under 'Force Majeure' conditions, where the value of the assets may be too uncertain. In such circumstances the extent of deferment will be as per the directions of the Regulator at that time. Force Majeure consists of: i. When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the Fund are closed other than for ordinary holidays ii. When, as a result of political, economic, monetary or any

circumstances out of our control, the disposal of the assets of the unit Fund is not reasonable or would not reasonably be practicable without being detrimental to the interests of the remaining unit holders **iii**. During periods of extreme volatility of markets during which surrenders and switches would, in our opinion, be detrimental to the interests of the existing unit holders of the Fund **iv**. In the case of natural calamities, strikes, war, civil unrest, riots or bandhs **v**. In the event of any disaster that affects our normal functioning **vi**. If so directed by the Regulator

**6.6 Age** **i**. In case you have not provided proof of age of the Life Assured with the Proposal, you will furnish such proof of age of the Life Assured as is acceptable to us and have the age admitted. **ii**. In the event the age so admitted (the "Correct Age") during the policy term is found to be different from the age declared in the Proposal, without prejudice to our rights and remedies including those under the Insurance Act, 1938, we will take one of the following actions: **a**. If the correct age of the Life Assured makes him ineligible for this product, we will offer a suitable plan as per our underwriting norms. If you do not wish to opt for the alternative plan or if it is not possible for us to grant any other plan, the policy will stand cancelled from the date of issuance and the Fund Value less premium discontinuance charge, if any, will be returned and the policy will terminate thereafter. **b**. If the correct age of the Life Assured makes him eligible for this policy, the revised mortality charges as per the correct age will be recovered from the next policy anniversary date. There could be a revision in the Sum Assured also depending on the correct age of the Life Assured. The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time, shall be applicable.

**6.7 Nomination** Nomination under the Policy will be governed by Section 39 of the Insurance Act, 1938 as amended from time to time. Please refer to Annexure II for details on this section.

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

**6.9 Incontestability** Incontestability will be as per Section 45 of the Insurance Act, 1938. Please refer to Annexure IV for details on this section.

**6.10 Non-Disclosure & Fraud** Non-disclosure and Fraud will be as per Section 45 of the Insurance Act, 1938. Please refer to Annexure IV for details on this section. The Policy is subject to the terms and conditions as mentioned in the Policy document and is governed by the Laws of India.

**6.11 Suicide** If the Life Assured, whether sane or insane, commits suicide for any reason whatsoever within one year of the date of issuance of the policy, the policy shall be void and only the Fund Value including Top-up Fund Value, if any, as available on the date of death of the Life Assured, will be payable. As such, in effect, no charges will apply after the date of death. If the Life Assured, whether sane or insane, commits suicide within one year from the date of revival, the policy shall be void and only the Fund Value including Top-up Fund Value, if any, as available on the date of death of the Life Assured will be payable. As such, in effect, no charges will apply after the date of death. If the Life Assured, whether sane or insane, commits suicide within one year from the effective date of any increase in the Sum Assured, then the amount of increase shall not be considered in the calculation of Death Benefit. The policy will terminate of the said payment and all rights, benefits and interests will stand extinguished

**6.12 Policy alterations** Policy alterations would be allowed subject to the rules of the Company and the applicable guidelines at that point in time.

**6.13 Communication address** Our communication address is: Address **Customer Service Desk** ICICI Prudential Life Insurance Company Limited, Ground Floor & Upper Basement, Unit No. 1A & 2A, Raheja Tipco Plaza, Rani Sati Marg, Malad (East), Mumbai- 400097. Maharashtra. **Facsimile** : 022-42058222. **E-mail**: [lifeline@iciciprulife.com](mailto:lifeline@iciciprulife.com) Our website must be checked for updated contact details. Notices and instructions sent by us to the Policyholders will be deemed served seven days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail. It is very important that you immediately inform us about any change in the address or the nominee particulars.

**6.14 Payment of claim** **i**. Before payment of any claim under the policy, we will require the following documents: **a**. Claimant's Statement **b**. Original Policy document **c**. Death Certificate of the Life Assured issued by the local municipal authority and medical authority **d**. Any other documents or information as may be required by us for processing of the claim depending on the cause of the claim **ii**. In case the Claimant is unable to submit any of the above required documents, we may assist in procuring the documents on the claimant's behalf. **iii**. Claim payments are made only in Indian rupees.

**6.15 Electronic transactions** All transactions carried out by you through Internet, electronic data interchange, call centres, teleshare 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 you as well as on us. This will be subject to the relevant guidelines and terms and conditions as may be made applicable by us. We reserve the sole right to terminate, stop or do away with all or any of the said facilities without any prior intimation to you.

**6.16 Jurisdiction** **I**. The policy is subject to the terms and conditions as mentioned in the policy document and is governed by the laws of India. **II**. Only the Courts, Judicial, Quasi Judicial and Regulatory bodies created under laws or regulations prevailing in India for the time being in force will have the jurisdiction to consider or adjudicate disputes, if any, under this policy. **III**. All payments to or by us will be in accordance with the prevailing Exchange Control regulations and other relevant laws and regulations of India.

**6.17 Customer Service** **i**. For any clarification or assistance, you may contact our advisor or call our Customer Service Representative (between 10.00 a.m. to 7.00 p.m., Monday to Saturday; excluding national holidays) on the numbers mentioned on the reverse of the Policy Folder or on our website: [www.iciciprulife.com](http://www.iciciprulife.com). Alternatively you may communicate with us at the Customer Service Desk details mentioned earlier. Our website must be checked for updated contact details. **ii**. **Grievance Redressal Officer**: If you do not receive any resolution

or the resolution provided is not satisfactory, you 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](http://www.iciciprulife.com). **iii**. **Senior Grievance Redressal Officer**: If you do not receive any resolution or the resolution provided by the GRO is not satisfactory, you may write to our Senior Grievance Redressal Officer (SGRO). For SGRO contact details please refer to the "Grievance Redressal" section on [www.iciciprulife.com](http://www.iciciprulife.com). **iv**. **Grievance Redressal Committee**: In the event that any complaint / grievance addressed to the SGRO is not resolved, you may escalate the same to the Grievance Redressal Committee at the address mentioned below: ICICI Prudential Life Insurance Company Limited, Ground Floor & Upper Basement, Unit No. 1A & 2A, Raheja Tipco Plaza, Rani Sati Marg, Malad (East), Mumbai-400097. Maharashtra.

**6.18 Insurance Ombudsman**: **i**. The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made only if: **ii**. The grievance has been rejected by the Grievance Redressal Machinery of the Insurance Company **iii**. Within a period of one year from the date of rejection by the Insurance Company **iv**. In case you are not satisfied with the decision / resolution of the Company, you 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 **v**. The complaint to the office of the Insurance Ombudsman should be made in writing duly signed by the complainant (Policyholder) 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 Policyholder mentioned in the application form. The Insurance Regulatory and Development Authority's or the Company's website must be checked for the updated contact details.

- 1. Ahmedabad Centre**: Office of the Insurance Ombudsman, 2<sup>nd</sup> floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380 014. **Jurisdiction**: Gujarat, Dadra & Nagar Haveli, Daman and Diu. Tel.: 079 - 27546150 / 27546139, Fax: 079 - 27546142, Email: [bimalokpal.ahmedabad@gbic.co.in](mailto:bimalokpal.ahmedabad@gbic.co.in)
- 2. Bengaluru**: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, BENGALURU - 560 078. **Jurisdiction**: Karnataka. Tel.: 080 - 26652048 / 26652049, Email: [bimalokpal.bengaluru@gbic.co.in](mailto:bimalokpal.bengaluru@gbic.co.in)
- 3. Bhopal Centre**: Office of the Insurance Ombudsman, Janak Vihar Complex, 2<sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. **Jurisdiction**: States of Madhya Pradesh and Chattisgarh. Tel: Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email: [bimalokpal.bhopal@gbic.co.in](mailto:bimalokpal.bhopal@gbic.co.in)
- 4. Bhubneshwar Centre**: Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. **Jurisdiction**: State of Orissa. Tel.: 0674 - 2596461 / 2596455, Fax: 0674 - 2596429, Email: [bimalokpal.bhubaneswar@gbic.co.in](mailto:bimalokpal.bhubaneswar@gbic.co.in)
- 5. Chandigarh Centre**: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2<sup>nd</sup> Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. **Jurisdiction**: States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: [bimalokpal.chandigarh@gbic.co.in](mailto:bimalokpal.chandigarh@gbic.co.in)
- 6. Chennai Centre**: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4<sup>th</sup> Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. **Jurisdiction**: State of Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). Tel: Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: [bimalokpal.chennai@gbic.co.in](mailto:bimalokpal.chennai@gbic.co.in)
- 7. New Delhi Centre**: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. **Jurisdiction**: Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858, Email: [bimalokpal.delhi@gbic.co.in](mailto:bimalokpal.delhi@gbic.co.in)
- 8. Guwahati Centre**: Office of the Insurance Ombudsman, Jeevan Nivesh, 5<sup>th</sup> Floor, Near Panbaraz Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). **Jurisdiction**: States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: [bimalokpal.guwahati@gbic.co.in](mailto:bimalokpal.guwahati@gbic.co.in)
- 9. Hyderabad Centre**: Office of the Insurance Ombudsman, 6-2-46, 1<sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. **Jurisdiction**: States of Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry. Tel: 040-65504123/23312122, Fax: 040-23376599, E-mail: [bimalokpal.hyderabad@gbic.co.in](mailto:bimalokpal.hyderabad@gbic.co.in)
- 10. Ernakulam Centre**: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 682 015. **Jurisdiction**: State of Kerala, Lakshadweep, Mahe-a part of Pondicherry. Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email: [bimalokpal.ernakulam@gbic.co.in](mailto:bimalokpal.ernakulam@gbic.co.in)
- 11. Kolkata Centre**: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4<sup>th</sup> Floor, 4, C.R. Avenue, KOLKATA - 700 072. **Jurisdiction**: States of West Bengal, Sikkim, Andaman & Nicobar Islands. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341, Email: [bimalokpal.kolkata@gbic.co.in](mailto:bimalokpal.kolkata@gbic.co.in)
- 12. Lucknow Centre**: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001. **Jurisdiction**: Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gaziapur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharthnagar. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: [bimalokpal.lucknow@gbic.co.in](mailto:bimalokpal.lucknow@gbic.co.in)
- 13. Mumbai Centre**: Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI-400 054. **Jurisdiction**: Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. Tel: Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: [bimalokpal.mumbai@gbic.co.in](mailto:bimalokpal.mumbai@gbic.co.in)

**14. Noida:** Office of the Insurance Ombudsman, Email: bimalokpal.noida@gbic.co.in  
**Jurisdiction:** State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

**15. Patna:** Office of the Insurance Ombudsman, Email: bimalokpal.patna@gbic.co.in  
**Jurisdiction:** Bihar, Jharkhand.

**16. Pune Centre:** Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.  
**Jurisdiction:** Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. Tel.: 020 - 32341320, Email: bimalokpal.pune@gbic.co.in

**Policy Schedule, terms and conditions of the policy and all the endorsements by the Company, if any, will form an integral part of this contract and will be binding on the parties (Ver UA1: 2)**

**7. Annexure**

**7.1 Annexure I - Definitions** In the policy document, unless the context otherwise requires: **a. Allocation** is attachment of Units to your policy at the applicable NAV. **b. Fund** is the pool of assets hypothecated to the unit-linked liabilities and invested to achieve the Fund's objective. The price of each Unit in a Fund depends on how the investments in the Fund perform. The Fund is managed by the Company. **c. Fund Value** is the value obtained by multiplying the number of Units allocated to your policy by their corresponding NAVs. **d. Life Assured** is the person on whose life the policy contract has been issued. **e. Net Asset Value (NAV)** is the price of the Unit calculated in Rupees. **f. Policyholder** is the owner of the policy at any point of time. **g. Regulator** is the authority that has regulatory jurisdiction and powers over the Company. **h. Unit** is a portion or a part of the Fund.

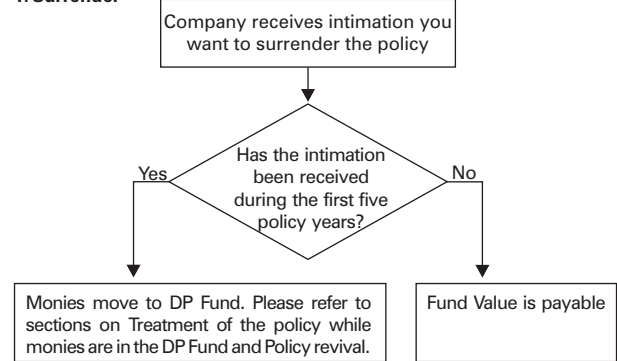
**7.2 Annexure II - Revision of Charges** We reserve the right to revise the following charges at any time during the term of the Policy. Any revision will apply with prospective effect and will be subject to prior approval from the Regulator and if so permitted by the then prevailing rules, after giving a notice to the policyholders. The following limits are applicable: • The Fund Management Charges may be increased up to the maximum allowable as per applicable regulation. • The Policy Administration Charge may be increased to a maximum of 1.50% of premium per month subject to the maximum permitted by IRDAI, currently a maximum of ` 6000 p.a. applies. If you do not agree with an increase, you shall be allowed to cancel the units in the policy at the then prevailing NAV and terminate the Policy. The Premium Allocation Charges, Discontinuance Charges and Mortality Charges are guaranteed for the term of the policy.

**7.3 Annexure III - Mortality Charges:** Standard Mortality Charges per thousand Sum at Risk

Age last birthday	Sum Assured <= 1,000,000	1,000,000 < Sum Assured < 5,000,000	Sum Assured >= 5,000,000	Age last birthday	Sum Assured <= 1,000,000	1,000,000 < Sum Assured < 5,000,000	Sum Assured >= 5,000,000
0	4.98	4.12	3.43	41	2.78	2.30	1.92
1	3.75	3.10	2.58	42	2.85	2.36	1.99
2	2.83	2.34	1.95	43	3.16	2.61	2.20
3	2.14	1.77	1.47	44	3.51	2.90	2.44
4	1.62	1.34	1.12	45	3.74	3.06	2.55
5	1.24	1.03	0.86	46	4.17	3.41	2.84
6	0.97	0.81	0.67	47	4.66	3.81	3.17
7	0.79	0.65	0.55	48	5.20	4.25	3.54
8	0.68	0.56	0.47	49	5.77	4.72	3.93
9	0.63	0.53	0.44	50	5.81	4.93	4.06
10	0.64	0.53	0.44	51	6.39	5.43	4.47
11	0.69	0.57	0.47	52	7.00	5.95	4.89
12	0.76	0.63	0.52	53	7.63	6.48	5.33
13	0.85	0.70	0.59	54	8.29	7.04	5.79
14	0.94	0.78	0.65	55	8.97	7.61	6.26
15	1.04	0.86	0.72	56	9.68	8.22	6.76
16	1.12	0.93	0.78	57	10.44	8.86	7.29
17	1.20	0.99	0.83	58	11.25	9.55	7.85
18	1.26	1.05	0.87	59	12.13	10.29	8.46
19	1.32	1.09	0.91	60	13.98	11.71	9.72
20	1.36	1.12	0.94	61	15.82	13.13	10.97
21	1.39	1.15	0.96	62	17.67	14.55	12.23
22	1.41	1.17	0.97	63	19.17	15.78	13.26
23	1.43	1.18	0.98	64	20.82	17.14	14.40
24	1.44	1.19	0.99	65	23.67	19.64	15.66
25	1.45	1.20	1.00	66	25.78	21.39	17.04
26	1.47	1.22	1.02	67	28.11	23.32	18.57
27	1.49	1.24	1.03	68	30.68	25.44	20.25
28	1.52	1.26	1.05	69	33.50	27.76	22.09
29	1.56	1.29	1.08	70	39.46	32.45	26.16
30	1.59	1.31	1.09	71	45.42	37.13	30.23
31	1.61	1.32	1.09	72	51.38	41.82	34.30
32	1.67	1.38	1.14	73	56.22	45.72	37.47
33	1.76	1.44	1.19	74	61.53	49.99	40.94
34	1.86	1.53	1.26	75	72.17	59.23	48.10
35	1.97	1.62	1.34	76	82.80	68.46	55.26
36	2.11	1.73	1.43	77	93.44	77.70	62.42
37	2.26	1.86	1.53	78	102.51	85.13	68.29
38	2.44	2.00	1.66	79	112.53	93.31	74.74
39	2.65	2.17	1.79	80	123.60	102.31	81.82
40	2.72	2.23	1.86				

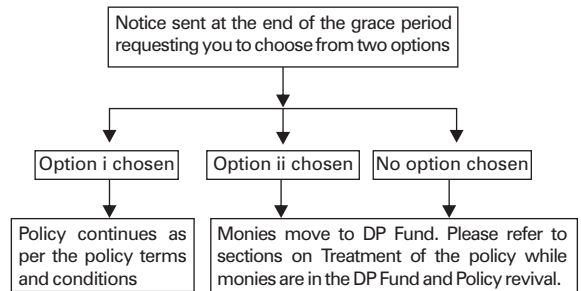
**7.4 Annexure IV - Flow charts for non-forfeiture benefits**

**1. Surrender**

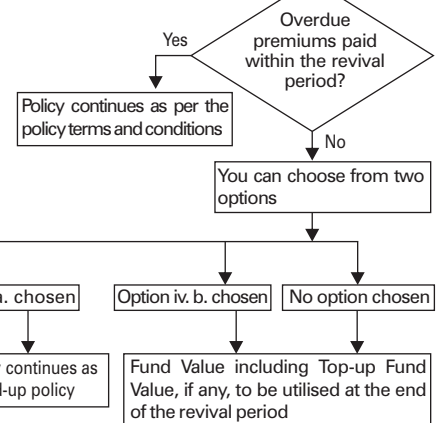
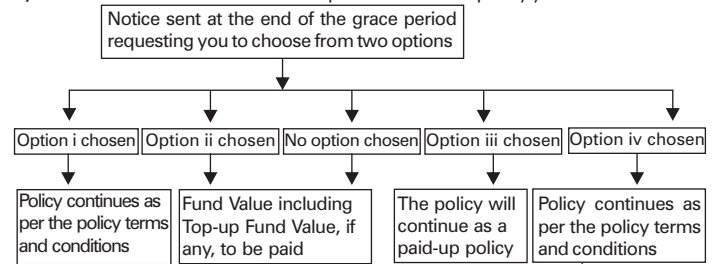


**2. Premium Discontinuance**

**a) Premium discontinuance during the first five policy years**

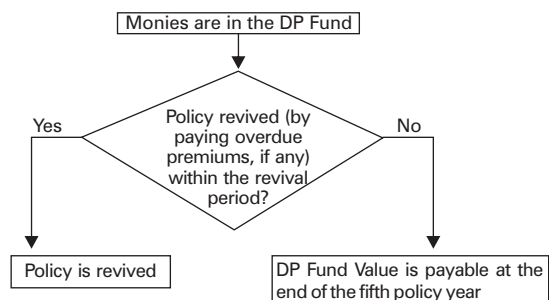


**b) Premium discontinuance after completion of the fifth policy year**

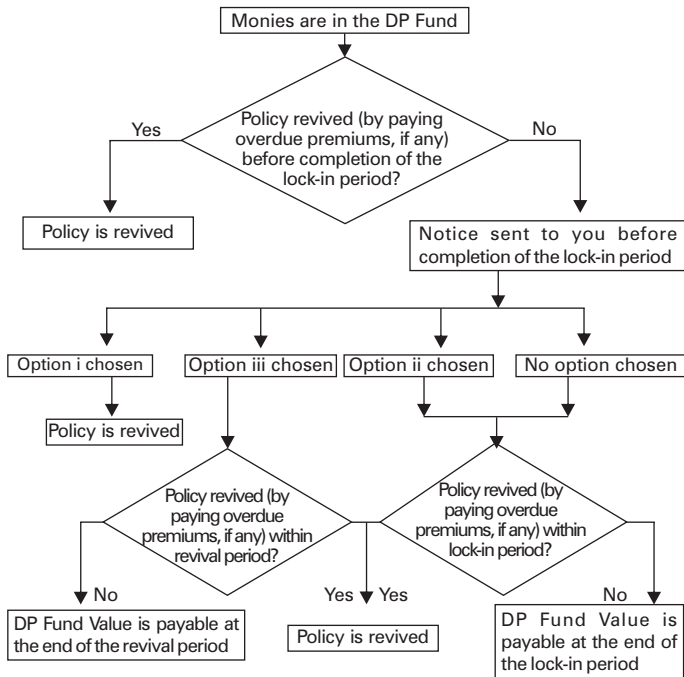


**3. Treatment of the policy while monies are in the DP Fund**

**a. If the two year revival period is complete before the end of the fifth policy year**



b. If the two year revival period is not complete before the end of the fifth policy year



#### 7.5 Annexure VI – Maximum Sum Assured multiples

Age at entry	Base plan only
Upto 17	165
18-25	105
26-30	70
31-35	50
36-40	30
41-45	30
46-50	20
51-55	15
56-60	10
61-65	10
66-70	10

**Notes:** • The above multiples have been designed to exhaust the Fund Value at an investment return of 4% p.a. and payment of five premiums. • The above multiples are applicable for Five Pay and Regular Pay premium payment options only. • The above multiples are applicable for a standard life only. • Rider premiums will be levied by redemption of units from the Fund Value.

#### 7.6 Annexure VI – Terms And Conditions for Rider ICI Unit Linked Pru Accidental Death Rider (UIN: 105A025V01) Terms And Conditions

##### Rider Document

##### 1. Terms You should know

**1.1. Accident** is a sudden, unforeseen and involuntary event caused by external and visible means. **1.2. Accidental Death** shall mean death: which is caused by Bodily Injury resulting from an Accident and which occurs due to the said Bodily Injury solely, directly and independently of any other causes and which occurs within 180 days of the occurrence of such Accident **1.3. Bodily Injury** means Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury. **1.4. Policy** means and includes the Policy Document, the proposal form for insurance submitted by the policyholder, the benefit illustration signed by the policyholder, the Policy Specifications, the first premium receipt, any attached endorsements or supplements together with all the addendums provided by the Company from time to time, the medical examiner's report and any other document/s called for by the Company and submitted by the policyholder to enable it to process the proposal. **1.5. Rider** Rider is a document for additional benefit which is attached to a policy and is not a standalone document. **1.6. Rider Benefit** is benefit as defined in Section 2 of this document. **1.7. Rider Charges** is equal to the amount deducted from Your Unit Fund, to provide for the rider cover. **1.8. Rider risk commencement date** is the date on which the rider cover commences, as mentioned in the policy certificate or the endorsement letter. Any benefits available under the rider shall be available only when the Accident occurs after the Rider Risk commencement date. The terms not defined hereinabove shall have the same meaning as attached to them in your base policy.

##### 2. Benefits

**1.** Where the Life Assured meets with an accident, resulting in his death, anytime during the Rider Term, we shall pay the Rider Sum Assured. **2.** Death due to accident must be caused by violent, external and visible means. The accident shall result in bodily injury or injuries to the Life Assured independently of any other means. Such injury or injuries shall, within 180 days of the occurrence of the accident, directly and independently of any other means cause the death of the Life Assured. In the event of the death of the Life Assured after 180 days of the occurrence of the accident, the Company shall not be liable to pay this benefit. **3.** There is no surrender value for the rider.

##### 3. Exclusion

The benefit under this rider shall not be paid if death due to accident is caused: **a.** by

attempted suicide or self-inflicted injuries while sane or insane, or whilst the Life Assured is under the influence of any narcotic substance or drug or intoxicating liquor; or **b.** by engaging in aerial flights (including parachuting and skydiving) other than as a fare paying passenger on a licensed passenger-carrying commercial aircraft operating on a regular scheduled route; or **c.** by the Life Assured with criminal intent, committing any breach of law; or **d.** due to war, whether declared or not or civil commotion; or **e.** by engaging in hazardous sports or pastimes, i.e. taking part in (or practicing for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off piste skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport. Any other additional exclusions under the Company's policy document pertaining to this benefit shall form part of these exclusions.

##### 4. Terms and conditions

**Rider Sum Assured** Rider Sum Assured is equal to the lesser of: • Sum Assured of the base plan • ₹ 5,000,000 **Rider Charges** Rider charges shall be deducted from the unit linked fund on a monthly basis. **Rider charge** will be equal to ₹45 per lakh of Rider Sum Assured every year. **Rider Term** Rider Term is equal to the outstanding policy term of the base plan at the time of attachment, subject to a maximum cover ceasing age of 65 years. **Premium payment terms** Premium paying term is equal to the policy term of the base plan to which the rider is attached, subject to a maximum cover ceasing age of 65 years. This premium will be charged by cancellation of Units from Your Fund Value. **Revival** The rider will be subject to the same revival conditions as that of the base policy. **Non-forfeiture conditions** • The Company shall not be liable to pay the rider benefit if the monies under the base policy are in the Discontinued Policy Fund at the time of accident. • The Company shall not be liable to pay this benefit in case the death of the Life Assured occurs after the date of termination of the base policy. • Rider cover and rider charges shall cease from the policy anniversary following an intimation from You that You want to discontinue the rider. **On cancellation by the insurer** In case of fraud or misrepresentation, the rider along with the base plan, shall be cancelled immediately. **Assignment** Assignment will be as per Section 38 of the Insurance Act, 1938. Please refer to Annexure VI-A for details on this section. **Nomination** Nomination will be as per Section 39 of the Insurance Act, 1938. Please refer to Annexure VI-B for details on this section.

##### 5. Miscellaneous

**5.1.** This Rider (not being a standalone document) shall always be read in conjunction with the Policy Document /Policy for all intent and purposes. **5.2.** Relevant provisions of Insurance Act, 1938 For informative purpose and for your ready reference, the relevant clauses of the Insurance Act, 1938 are reproduced below: **Section 41** of the Insurance Act, 1938: **1.** In accordance with Section 41 of the Insurance Act, 1938, no person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer. Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer. **2.** Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakh rupees.

**Section 45** of Insurance Act, 1938: Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 are as follows: **1.** No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from **a)** the date of issuance of policy or **b)** the date of commencement of risk or **c)** the date of revival of policy or **d)** the date of rider to the policy Whichever is later. **2.** On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from **a)** the date of issuance of policy or **b)** the date of commencement of risk or **c)** the date of revival of policy or **d)** the date of rider to the policy whichever is later. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based. **3.** Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy: **a)** The suggestion, as a fact of that which is not true and which the insured does not believe to be true; **b)** The active concealment of a fact by the insured having knowledge or belief of the fact; **c)** Any other act fitted to deceive; and **d)** Any such act or omission as the law specifically declares to be fraudulent. **4.** Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak. **5.** No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries. **6.** Life insurance Policy can be called in question within 3 years on the ground that any statement or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based. **7.** In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of

repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation. 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured. 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.

#### **Annexure VI-A – Section 38 – Assignment and Transfer of Insurance Policies**

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows: 1. This policy may be transferred/assigned, wholly or in part, with or without consideration. 2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer. 3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made. 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness. 5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer. 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations. 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice. 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced. 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is a. not bonafide or b. not in the interest of the policyholder or c. not in public interest or d. is for the purpose of trading of the insurance policy. 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment. 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer. 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority. 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR b. where the transfer or assignment is made upon condition that i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR ii. the insured surviving the term of the policy Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position. 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and b. may institute any proceedings in relation to the policy c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

#### **Annexure VI-B – Section 39 – Nomination by policyholder**

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows: 1. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death. 2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer. 3. Nomination can be made at any time before the maturity of the policy. 4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy. 5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be. 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer. 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations. 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof. 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or

against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan. 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination. 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate. 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s). 13. Where the policyholder whose life is insured nominates his a) parents or b) spouse or c) children or d) spouse and children e) or any of them the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title. 2. 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). 3. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014). 4. 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. • 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.