

**<Company Name and logo>**

**ICICI Pru Group Non-Linked Accidental Death and Disability Rider (UIN:  
105B046V01)**

**A Non-Linked Non-Participating Group Renewable Health Insurance Rider**

**PART A**

**Welcome Letter**

Dear <Customer Name>,

This is your group insurance rider. It is a legal document. Please read it carefully. We have highlighted some important points regarding your policy that you should keep in mind:

**1. YOUR POLICY DETAILS**

Name of your Plan : ICICI Pru <<>>  
Master Base Policy Number : <Master Base Policy Number>  
Nature of Group : <employer-employee/non-employer-employee>  
Email ID : <Email ID>  
Premium Deposit received (in Rs.) : <Amount>  
Policy term : <>month

***In case of any discrepancies in the above details please inform us immediately.***

**About Your Advisor / Broker**

**Name : <Advisor / Broker Name>**  
**Code / License Number : <Advisor / Broker Code>**  
**Contact Number : <Advisor / Broker Contact>**  
**Address : <Advisor / Broker Address>**

You may contact your advisor for any queries You have or any clarifications that you require in relation to the policy terms and conditions or any policy servicing requirements.

**2. YOUR FREE LOOK PERIOD**

You/Member have an option to review the Rider following the receipt of the Rider document/Certificate of Insurance respectively. If you/Member are not satisfied with the terms and conditions of the Rider, please return the policy document/Certificate of Insurance to the company, with reasons for cancellation within <15/30 days> from the date you receive it.

On cancellation of the Rider /Member's cover during the free look period, You/ The Member shall be entitled to an amount which shall be equal to premium paid subject to deduction of:

- i. Stamp duty charges
- ii. Expenses incurred by the Company on medical examination, if any
- iii. Proportionate risk premium for the period of cover

The Rider /Member's cover shall terminate on payment of this amount and all rights, benefits and interests will stand extinguished.  
In case the Master Base policy/Member Base policy is cancelled within free-look period, the Rider will also be automatically cancelled.  
For more details please refer clause 1 of Part D.

### 3. MAKING A CLAIM

In case of any claim or queries or clarifications required, please feel free to contact us at [grouplife@iciciprulife.com](mailto:grouplife@iciciprulife.com). We will be happy to assist you.

Warm regards,  
<Authorised Signatory >  
<Designation>  
Visit us at: [www.iciciprulife.com](http://www.iciciprulife.com)  
Email us at: [grouplife@iciciprulife.com](mailto:grouplife@iciciprulife.com)  
Write to us at:

ICICI Prudential Life Insurance Co. Ltd.  
Ground Floor & Upper Basement,  
Unit No. 1A & 2A, Raheja Tipco Plaza,  
Rani Sati Marg, Malad (East),  
Mumbai- 400097  
Maharashtra.

Customer Service Helpline: 1860 266 7766

ICICI Prudential Life Insurance Co. Ltd. Registered Address: ICICI Pru Life Towers, 1089, Appasaheb Marathe Marg, Prabhadevi, Mumbai-400025.

Reg No: 105. Insurance is the subject matter of the solicitation. Unique Identification Number as specified by IRDAI <105B046V01>.

**Rider Schedule - (ICICI Pru Group Non-Linked Accidental Death and Disability Rider)  
(105B046V01)**

(This is a Non-Linked, Non-Participating Group Renewable Health Insurance Rider)

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

This Rider is issued on the basis of the details provided by Master Policyholder in the Proposal Form submitted along with the required declarations, personal statement, applicable medical reports, the first premium deposit, scheme rules and any other information and documentation which constitute evidence of the insurability of the member for the issuance of the Policy. The Master Policyholder and the Company have agreed that the documents and the information referred above and the quotation of the Company for the Scheme shall form the basis of this contract. The quotation provided by the Company is based on the member data and Rules of the Scheme provided by the Master Policy Holder and the same has been accepted by the Master Policyholder.

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

<b>Name of the Scheme</b>	ICICI Pru Group Non-Linked Accidental Death and Disability Rider
<b>Master Base policy No.</b>	
<b>Name of the Master Policyholder (Proposer)</b>	
<b>Address of the Master Policyholder</b>	
<b>Name of the Employer</b>	
<b>Name of the Trust, if applicable</b>	
<b>Premium Payment Mode Chosen</b>	
<b>Rider Commencement Date</b>	
<b>Date of issue</b>	
<b>Rider Renewal Date</b>	
<b>Coverage Term</b>	
<b>Number of Members covered as on the date of commencement</b>	
<b>Rider Option(s) selected:</b>	
<b>Total Sum Assured/ Cover (as on the date of commencement) under Accidental Death Benefit Option:</b>	
<b>Total Sum Assured/ Cover (as on the date of commencement) under Accidental Total &amp; Permanent Disability Benefit Option:</b>	
<b>Premium Received (as on Rider Commencement Date) under Accidental Death Benefit Option:</b>	

<b>Premium Received (as on Rider Commencement Date) under Accidental Total &amp; Permanent Disability Benefit Option:</b>	
<b>Minimum Age at entry for a member</b>	
<b>Maximum Age at entry for a member</b>	
<b>Maximum risk cover ceasing age for a member (years)</b>	

Goods and Services tax and cesses are extra, as applicable would be charged.

Rider Schedule, terms and conditions of the Rider, the Rules of Scheme, the Quotations sent by the Company and the endorsements by Us, if any, shall form an integral part of this contract and shall be binding on Us and You.

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

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

Authorised Signatory  
Designation

Version .....

Stamp duty of Rs. .... (Rupees .....Only) paid by Pay order, vide receipt no. .... dated .....

This is an output of a digitally signed print file

Please immediately inform Us about any change in address or contact details.

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

## **PART B**

### **Definitions**

- 1. Accident** means sudden, unforeseen, and involuntary event caused by external, visible and violent means.
- 2. Accidental death** means death of the Member by or due to a bodily injury caused by an Accident, independent of all other causes of death.
- 3. Benefits** means the Cover provided to the Members, under the Master Policy.
- 4. Claimant** means the person entitled to receive the Rider benefits and includes, the Member, the nominee, the assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate as the case may be.
- 5. Cover** means the insurance coverage provided to the Members as chosen by the Master Policyholder/ and or Member under this Master Rider.
- 6. Coverage Term** means the period in complete months/year during which risk Cover in respect of the chosen benefit option is in effect.
- 7. Date of commencement of Cover** means,
  - i. the date of commencement of cover for the individual members under the Master Rider.
  - ii. at the time of issuance of the Master Rider the date of acceptance of risk subject to receipt of member data and premium towards these members.
  - iii. for new members joining during the term of the Master Rider, will be the date of acceptance of risk subject to receipt of Member data and premium towards these members. Member Data means the necessary details of the Members required to provide risk cover.
- 8. Distance Mode** means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.
- 9. Free look period** is the period of 15 days (30 days if the Rider is an electronic policy and is purchased through Distance Mode) from the date of receipt of the Rider Document/Certificate of Insurance by You/Member to review the terms and conditions of this Rider and where You/Member disagree to any of those terms and conditions, You/Member have the option to return this Rider as detailed in Part D of this Rider Document.
- 10. Grace period** means the time granted by Us commencing from the due date for the payment of premium, without any penalty / late fee, during which time the Rider continues with risk cover without interruption, as per the terms of the Rider.
- 11. Group** means a group of Members accepted by the Company as constituting a Group for the purpose of the Master Policy.
- 12. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 13. Master Base policy** means the underlying base plan to which this Rider is attached by the Master Policyholder.
- 14. Master Policyholder** means the Policyholder for the Rider Policy and whose members are covered under the Scheme.
- 15. Medical Advice means** any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

- 16. Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The Medical Practitioner should neither be the Member himself nor related to the Member by blood or marriage, nor share the same residence as the Member.
- 17. Member** is someone who is covered under the Master Rider as per the Rules of the Scheme and is therefore eligible for the benefits under this Policy.
- 18. Member Base policy** is the member level insurance cover to which the Rider can be attached.
- 19. Member Joining Date** means the date on which a Member joins the Scheme and is covered under the Master Policy.
- 20. Master Rider** shall mean this document, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto agreed to and signed by Us, the application form provided by You, the Schemes Rules, the quotation of the Company for the Scheme and the individual enrolment forms, if any, of the insured Members, which together constitute the entire contract between the parties.
- 21. Single Pay** means premium needs to be paid only at policy inception and subsequent renewals
- 22. Rider** is an optional benefit which can be added to the Master Base Policy and Member Base Policy as per the choice of the Master Policyholder and/or Member.
- 23. Rider Schedule** means the Rider Schedule and any endorsements attached to and forming part of this Rider.
- 24. Total Premiums Paid** means the total of all premiums received, excluding any extra premium and taxes.
- 25. You or Your means** the Master Policyholder availing the benefits for its Members.
- 26. We or Us or Our or Company** means ICICI Prudential Life Insurance Company Limited.

**Following definitions are applicable to only Employer-Employee policies:**

- 1. Employee** means a person in the permanent employment of the Employer, and shall include a person who is on probation for a permanent post but shall not include a trainee/apprentice or a personal or domestic, servant.
- 2. Employer** means the company, firm or body corporate which is mentioned on the Policy Schedule or a company, firm or body corporates which may in future manage or control the named Employer.

## **PART C**

### **1. Benefits:**

This Rider offers two types of Benefit Options i.e Accidental Death Benefit (“**ADB**”) and Accidental Total and Permanent Disability Benefit (“**ATPD**”). The Benefit Option(s) chosen by You is as mentioned in the Rider Schedule.

The benefit shall be payable under this Rider as per the terms and conditions mentioned below.

#### **A. Accidental Death Benefit (ADB) option:**

- i. In the event of an Accidental Death of the Member, within the Coverage Term under the Benefit Option, the Sum Assured for ADB will be payable to the Claimant in lump sum, provided the Benefit Option is in-force at the time of Accident and death occurs within 180 days from the date of Accident.
- ii. For Accidental Death occurring beyond the Coverage Term, the Benefit shall be payable provided the death is within 180 days from the date of Accident. This is applicable subject to the Accident occurring within the Coverage Term and the Benefit Option being in-force at the time of the Accident.
- iii. On payment of this benefit to the Claimant, the Rider will terminate and all rights, benefits and interests under the Rider will stand extinguished.

#### **B. Accidental Total and Permanent Disability (ATPD) Benefit option:**

- i. In the event, the Member has become totally, continuously and permanently disabled as a result of an Accident, the Sum Assured for ATPD will be payable to the Claimant in lump sum, provided the Benefit Option is in-force at the time of Accident and disability occurs within 180 days from the date of Accident.
- ii. The Accident has to have happened within the Coverage Term for ATPD benefit and should mandatorily satisfy any of the conditions listed below.
- iii. The disabilities as stated in the Conditions below must have continuously lasted, without interruption for at least 180 days and must in the opinion of a Medical Practitioner, be deemed permanent. These disabilities as stated in the below conditions must also be verified by a Medical Practitioner appointed by the Company. However, for the disabilities mentioned in Condition 1 under sub points (j) to (n) i.e., physical severance, such 180 days period would not be applicable.
- iv. For Accidental Total & Permanent Disability occurring beyond the Coverage Term, this Benefit shall be payable provided the disability is within 180 days from the date of Accident. This is applicable subject to the Accident occurring within the Coverage Term and the Benefit Option being in-force at the time of the Accident.

**Condition 1:**

The Member suffers the following disabilities due to an Injury/Accident due to which there is total and irrecoverable disability:

- a. Loss of Use of at least two limbs
- b. Loss of Sight of both eyes
- c. Loss of hearing and loss of speech
- d. Loss of Use of four fingers and Thumb of both hands
- e. Loss of Use of one limb and sight of one eye
- f. Loss of Use of one limb and hearing
- g. Loss of Use of one limb and speech
- h. Loss of sight of one eye and speech
- i. Loss of sight of one eye and hearing
- j. Loss by severance of two or more limbs at or above wrists or ankles
- k. Loss by severance of four Fingers and Thumb of both hands
- l. Loss by severance of one limb and sight of one eye
- m. Loss by severance of one limb and hearing
- n. Loss by severance of one limb and speech

The loss of sight, loss of hearing and loss of speech are defined as follows:

1. Loss of sight means total, permanent and irreversible loss of all vision in at least one eye as a result of Accident.
  - a. The Blindness is evidenced by:
    - i. Corrected visual acuity being 3/60 or less in at least one eye or;
    - ii. The field of vision being less than 10 degrees in at least one eye; and
  - b. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.
2. Loss of hearing means total and irreversible loss of hearing in both ears as a result of Accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means “the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing” in both ears.
3. Loss of speech means total and irrecoverable loss of the ability to speak as a result of injury to the vocal cords due to an Accident. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

Or,

**Condition 2:**

The Member must be totally incapable of being employed or engaged in any work or any occupation whatsoever for remuneration or profit.



Or,

**Condition 3:**

The Member must be unable to perform (whether aided or unaided) at least 3 of the following 6 “Activities of Daily Work”:

- a. Mobility: The ability to walk a distance of 200 meters on flat ground.
  - b. Bending: The ability to bend or kneel to touch the floor and straighten up again and the ability to get into a standard saloon car, and out again.
  - c. Climbing: The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
  - d. Lifting: The ability to pick up an object weighing 2kg at table height and hold for 60 seconds before replacing the object on the table.
  - e. Writing: The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.
  - f. Blindness: permanent and irreversible – Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.
- v. On payment of this ATPD benefit to the Claimant, the cover for ATPD will terminate and all rights, benefits and interests under this benefit option will stand extinguished.
- vi. If You have opted for both the ATPD and ABD benefit options, then on payment of ATPD Benefit, the cover will terminate, and all rights and benefits shall stand extinguished and Rider shall continue with coverage only for ADB.

**2. Exclusions:**

- i. We shall not be liable to pay the Benefit, in the event of the Accidental death or Accidental total and permanent disability of the Member occurs after 180 days from the date of Accident.
- ii. For ATPD Benefit Option, the following exclusions shall apply:
  1. Disability arising out of a Pre-existing Diseases or any complication arising therefrom. Pre-existing Disease means any condition, ailment, injury or disease:
    - a. That is/are diagnosed by a physician within 48 months prior to the effective date of the benefit option issued or its reinstatement; or
    - b. For which medical advice or treatment was recommended by, or received from, a Physician within 48 months Prior to the effective date of the benefit option or its reinstatement.Coverage under this Rider after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by the company.
  2. Disability caused due to attempted Suicide, intentional self-inflicted injury or acts of self-destruction.
  3. Disability caused due to any congenital external diseases, defects or anomalies or in consequence thereof
  4. Disability caused by or arising from Bacterial / Viral infections (except pyogenic infection which occurs through an Accidental cut or wound)

5. Disability arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, Riot, public defense, rebellion, revolution, insurrection, military or usurped power.
  6. Disability caused by treatment directly arising from or consequent upon any Member committing or attempting to commit a breach of law with criminal intent.
  7. Disability caused by Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
  8. Disability caused by participation of the Member in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
  9. Disability of the Member whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation
  10. Disability caused by engaging in hazardous sports / 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.
  11. Disability arising from working in underground mines, tunneling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in Hazardous activities.
  12. Disability arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
    - a. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death.
    - b. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.
  13. Certification by a Medical Practitioner who is either the Member himself or related to the Member by blood or marriage or shares the same residence as the Member.
- iii. For ADB Option, following exclusions shall apply:
1. Death caused due to Suicide or attempted Suicide, intentional self-inflicted injury or acts of self-destruction.
  2. Death caused by congenital external diseases, defects or anomalies or in consequence thereof

3. Death arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, Riot, public defense, rebellion, revolution, insurrection, military or usurped power.
4. Death caused by treatment directly arising from or consequent upon any Member committing or attempting to commit a breach of law with criminal intent.
5. Death caused by Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
6. Death caused by participation of the Member in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
7. Death of the Member whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation.
8. Death caused by engaging in hazardous sports / 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.
9. Death caused by working in underground mines, tunneling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in hazardous activities.
10. Death arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
  - a. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death.
  - b. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.

### **3. Sum Assured Reset Benefit**

This benefit is applicable only upon it being specifically chosen by the Master Policyholder. The Sum Assured for chosen Benefit Option(s) for each Member can be increased or decreased by the Master Policyholder/Members during the term of the Rider, subject to underwriting, provided life cover for the Member is in force and the Sum Assured for the chosen benefit option(s) does not exceed the Member's base sum assured. The increase or decrease of the Sum Assured of the chosen benefit option(s)

shall be mutually agreed between the Company and the Master Policyholder and there is no deviation from agreed benefit structure at the inception of Master Rider tenure.

If the base sum assured for any Member is increased/decreased by the Master Policyholder/ Member during the term of the policy, the Sum Assured of the chosen Benefit Option(s) would be reset to the base sum assured if necessary, such that it does not exceed the Member base sum assured. The increase or decrease of the Sum Assured of the chosen benefit option(s) shall be mutually agreed between the Company and the Master Policyholder and there is no deviation from agreed benefit structure at the inception of Master Rider tenure.

#### 4. Premium Payment

- a) You are required to pay premiums for the entire Premium Payment Term on the due dates and for the amount mentioned in the Rider Schedule.
- b) Premium under this Master Rider is payable in advance for each Member.
- c) The due premiums for the Master Rider can be paid in the following manner depending upon the Policy Term chosen by You;
  - One year Policy Term: Yearly/ Half-yearly / Quarterly/ Monthly
  - Policy Term less than One year: Single Premium/ Quarterly/ Monthly
- d) Modes of premium payment should be same as that of the Master Base policy.
- e) The premium loadings for non-annual premium payment modes with one year term are as given below:

<b>Mode of Premium Payment</b>	<b>Loading (% of Annual Premium)</b>
Half-yearly	2%
Quarterly	3%
Monthly	4%

- f) The Master Policyholder may opt for a change of premium paying mode other than Yearly and Single Pay during the policy term, subject to the premium payment frequency of the Master Rider being same as that of the Master Base policy. The excess / deficit of premium would be payable to / payable by the Master Policyholder.
- g) The premium payable on renewal of the Master Rider may vary and shall be quoted by the Company on application for such renewal.
- h) Premiums are payable within a Grace Period starting from the Premium due date and on the Policy Renewal Date, as applicable.

#### 5. Grace Period

The Grace Period for monthly mode of payment is 15 days, and 30 days for quarterly and half-yearly mode of premium payment, commencing from the premium due date. The member's cover continues during the Grace Period. In case the insured event occurs during the Grace Period, then We will pay the benefit under the applicable Benefit

Option(s) subject to terms and conditions of this Rider as outlined in Clauses 1 and 2 above.

Grace Period corresponding to the premium payment frequency shall be available at the time of renewal of Rider contract and claims arising during this period will be settled subject to renewal of the Master Rider.

If any premium instalment for the benefit option(s) along with the Member Base policy /Master Base policy is not paid by the Member/Master Policyholder (respectively) within the Grace Period, then the benefit option(s) shall lapse and the cover will cease.

The Company is liable for any claim if the Premiums in respect of the concerned Member is received by the Master Policyholder, subject to the Claimant/Master Policyholder proving that the Member has paid the Premium within the Grace Period and has secured a proper receipt that he was duly insured.

The Company shall be responsible to honour any valid claims brought under this Rider in instances wherein the Master Policyholder has collected/ deducted the Premium but has failed to pay the same to the Company within the Grace Period due to administrative reasons.

#### **PART D**

##### **1. Free look Period (15 / 30 days refund policy)**

You/the Member have the option to review the Rider following receipt of the Rider document. If you/Member are not satisfied with the terms and conditions of the Rider, the Rider document needs to be returned to the Company with reasons for cancellation within:

- 15 days from the date of receipt of the Rider Document/Certificate of Insurance, if your policy is purchased through solicitation in person
- 30 days from the date of receipt of the Rider Document/Certificate of Insurance, in case of electronic policies or policies sourced through Distance Mode.

On cancellation of the Rider /Member's cover during the free look period, the Company will return the premium paid subject to deduction of:

- a) Stamp duty paid under the Policy, if any
- b) Expenses borne by the Company on medical examination, if any
- c) Proportionate risk premium for the period of cover

Thereafter this Rider /Member's cover shall terminate and all rights, benefits and interests under this Rider shall be extinguished. In case the Master Base policy/Member Base policy is cancelled within free-look period, the Rider will also be automatically cancelled.

\*For complete definition of Distance Mode, please refer to Part B of the policy document

## 2. Policy Surrenders/Member Withdrawal

In case the Master Policyholder surrenders the Master Rider, the Members of the group will be given the option to continue life cover till the end of the Coverage Term. Unexpired risk premium value, if any, will be payable to the Master Policyholder/Member(s) upon Surrender of the Master Base policy along with Benefit Option(s) chosen or on surrender of the Master Rider only. Unexpired risk premium value only in respect of those members who do not opt for continuance of cover is payable to the Master Policyholder.

For lender borrower groups, on foreclosure of loan or transfer of loan to another financial institution by the Member, the member has the option to continue or discontinue the cover.

Unexpired risk premium value for respective benefit options will be calculated as below:

*Unexpired risk premium value = 75% X [Outstanding Coverage Term in days / (Total Coverage Term in days)] X Premiums paid less actual stamp duty paid less medical costs incurred in issuance of the Policy*

*Where, Outstanding Coverage Term in days = Total Coverage Term in days at the time of attachment minus Number of completed coverage term in days at the time of exit.*

### Withdrawal Benefit:

On member withdrawal, the premium paid towards the member is pro-rated to reflect the life cover not yet provided and this is the withdrawal benefit.

Withdrawal benefit = [Outstanding coverage term in days / (Total Coverage Term in days)] X Premiums paid

## 3. Waiting Period:

Waiting period is not applicable.

## 4. Loans:

We will not provide loans under this Rider.

## 5. Revival/Reinstatements:

If the premiums are not paid by the Master Policyholder within the Grace Period during the policy term then the Master Rider shall lapse. The Master Policyholder has the option to modify the Rider Renewal Date of a lapsed Rider provided the revival is within the Policy Term. Revival is not applicable for annual and single mode policies. Premium towards revival will be based on the latest Member Data provided by the Master Policyholder. Revival shall be as per Board approved underwriting policy. Revival will be

effective only upon specific communication of the same by Us. Risk cover would commence on the modified Rider Renewal Date.

The Master Policyholder has the option to modify the Rider Renewal Date. The applicable premium for the period up to the original Rider Renewal Date will be calculated on a pro-rata basis and will be refunded to the Master Policyholder. Premium applicable from the modified Rider Renewal Date will be calculated based on the latest data provided.

## **6. Eligibility for Membership**

- a) Persons who are of at least the minimum age at entry (last birthday) and not more than the maximum age at entry (last birthday) or the cover ceasing age, whichever is lower as on the Rider Commencement Date or Rider Renewal Date will be eligible for Membership of the Scheme.
- b) Persons who join the Group after the Date of Commencement of cover shall be eligible for Membership of the Scheme, subject to them being within the age limits specified above.
- c) The eligibility of a Member to join the scheme as specified in (a) and (b) above is subject to the Company receiving an intimation of eligibility of the Member and premium amount preferably within 45 days of the Member becoming eligible provided this is within the policy term.

## **7. Cover of Members**

- a) The Master Rider provides cover equal to the Sum Assured for the chosen benefit option(s) for Members of the group covered by the Master Policy.
- b) The Sum Assured for the chosen benefit option(s) applicable for each Member would be as notified by the Master Policyholder to the Company. However, it might be possible that Sum Assured for the chosen benefit option(s) varies between Members of the same Master Policy. The Company would cover the Member subject to underwriting. For schemes where members pay the premium, individual members will have the choice to decide on the sum assured, coverage term and mode of premium payment, from the options that have been opted for by the Master Policyholder.
- c) The Master Policyholder shall hold this Master Rider (referred to in this document as “the Master Rider”).
- d) All Benefits arising out of the Master Rider shall be solely for the Benefit of the Members.
- e) The Company will pay the Benefit on occurrence of a contingent event upon which the Benefit becomes payable, and only on receipt of documents authenticated by the Master Policyholder, and to the satisfaction of the Company.

- f) The Members' shall nominate a Claimant to receive the benefits under the Master Policy. The Master Policyholder shall furnish the details of nominees / legal heir to the Company.
- g) A Member shall be entitled to the Benefits of the Master Rider from the Date of Commencement of Risk for his Coverage Term or up to his cover ceasing age whichever is earlier.
- h) A Member who joins the Scheme after the Rider Commencement Date will be charged premium calculated from the date of joining of the Member for the Coverage Term.
- i) The Master Policyholder may renew the Master Rider on every Policy Renewal Date by payment of the premium then payable and complying with the other terms as specified by the Company.

#### **8. Method of effecting and renewing Cover:**

For effecting the Cover to the Member or renewal of the Master Rider provided the cover under the Member Base policy / Master Base policy is also renewed to which the Rider is attached:

- a) The Master Policyholder shall immediately make available to the Company with all such original documents, Member Data and the premium payable for effecting Cover to the Member or renewal of the Master Policy.
- b) In the event of the personal statement/ declaration of good health, if any or any other factor relating to the insurability of a life not being to the satisfaction of the Company, it may terminate the Cover for such a person/ Member. The decision of the Company thereon shall be final and binding on the Master Policyholder and the Member.
- c) This Master Rider has been effected in accordance with Member Data provided and the Scheme Rules. Any amendment of the Scheme Rules by the Master Policyholder shall be operative only, if the amendment is specifically approved by us in writing and not otherwise.
- d) We shall have the right to vary the terms and conditions of the Master Rider including the premium payable for new members or to discontinue adding new Members to/terminate the Master Policy, by giving a written notice of one month.

#### **9. Cancellation:**

The benefit option(s) chosen under the Rider shall be terminated by the Company on the occurrence of any of the below mentioned conditions:

- i) When the Member Base policy to which the Rider is attached terminates upon payment of death benefit due to any reason whatsoever



- ii) When the coverage under the Master Base Policy/ Member Base policy (as applicable) to which the Master Rider/ member level Rider is attached expires due to cancellation or surrender or termination due to any other reason
- iii) When the coverage under the Master Base Policy/ Member Base policy to which the Rider is attached lapses on account of non-payment of premiums and has not been revived within the Coverage Term under the Benefit Option
- iv) Upon expiry of the coverage term for each of benefit option(s) chosen
- v) On cancellation of the Rider by the Company for any reason whatsoever
- vi) On payment of free look cancellation proceeds.
- vii) If the Member ceases to satisfy any of the eligibility criteria as mentioned in Clause 6 above and chooses to expressly discontinue the cover when he/she ceases to be a Member of the group;
- viii) If the Member reaches Terminal Age;

**10.** In case of any contradiction between the terms and conditions of the Master Base Policy Document and this Master Rider Document, then:

- (i) For the benefits payable under the Rider Benefit Options, the Rider Terms and Conditions shall prevail; and
- (ii) For the benefits payable under the Master Base Policy, the Master Base Policy Terms and conditions shall prevail.

### **PART E**

This part is not applicable to You.

### **PART F**

#### **General Conditions**

##### **1. Assignment of Benefit**

Assignment will be as per Section 38 of the Insurance Act, 1938 as amended from time to time. Please refer to Annexure I for details on this section.

##### **2. 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.

##### **3. Incontestability**

Incontestability will be as per Section 45 of the Insurance Act, 1938, as amended from time to time. Please refer to Annexure III for details on this section.

#### 4. Misstatement & Fraud

Misstatement and Fraud will be as per Section 45 of the Insurance Act, 1938, as amended from time to time. Please refer to Annexure III for details on this section.

The Policy is subject to the terms and conditions as mentioned in the Policy document and is governed by the Laws of India.

#### 5. Discharge of liability

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

#### 6. Claim payment

- a) For lender-borrower groups, in case of a Regulated Entity, subject to the Master Policyholder providing the Company a letter of authorization from the member, authorizing the Company to make payment to the extent of Outstanding loan amount in favour of the Master Policyholder, the claim amount to the extent of Outstanding loan amount shall be paid to the Master Policyholder after deduction of the same from the claim proceeds payable on the happening of the contingent event covered under this policy. The balance amount, if any, shall be payable to the Claimant. In the absence of Letter of Authorization or in case of Other Entities, in the event of a claim arising under the policy, the claim payment will be made to the Claimant.

#### Regulated Entities and Other Entities have been defined as follows

- **Regulated Entity** shall mean to include the following:
  1. Reserve Bank of India (“RBI”) Regulated Scheduled Commercial Banks (including Co-operative Banks).
  2. NBFCs having Certificate of Registration from RBI.
  3. National Housing Bank (“NHB”) Regulated Housing Finance Companies.
  4. National Minority Development Finance Corporation (NMDFC) and its State Channelizing Agencies.
  5. Small Finance Banks regulated by RBI
  6. Mutually Aided Cooperative Societies formed and registered under the applicable State Act concerning such Societies.
  7. Microfinance companies registered under section 8 of the Companies Act, 2013.
  8. Any other category as approved by the Authority.
- **Other Entities** shall mean to include the entities other than Regulated Entities.

Before payment of any claim under this Master Policy, the Company shall require the delivery to it of the following documents establishing the right of the claimant or claimants to receive payment.

**For Accidental Death Claims:**

- i. Claim intimation form
- ii. Member Policy Schedule, certificate of insurance as applicable
- iii. Death certificate issued by the local authority in case of death claim
- iv. Credit account statement to the extent of outstanding loan balance amount in favour of Master Policyholder, if applicable
- v. Claimant's recent photograph, photo Identity proof & address proof
- vi. Post Mortem report & viscera/ chemical analysis report
- vii. FIR report, final police investigation report, police panchnama/ Inquest report, driving license
- viii. KYC of both life assured and nominee, Nominee bank details
- ix. Pan card/ Form 60 of the Claimant
- x. Newspaper cuttings, if any
- xi. Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the claim
- xii. The Company reserves the right to call for additional information, documents or particulars, in such form and manner as the Company would prescribe, and the Benefits would be paid only after receipt of such additional information, documents or particulars.

**For Accidental Total and Permanent Disability Claims:**

- i. Claim intimation form
- ii. Member Policy Schedule, certificate of insurance as applicable
- iii. Certificate from Medical Practitioner
- iv. Credit account statement to the extent of outstanding loan balance amount in favour of Master Policyholder, if applicable
- v. Claimant's recent photograph, photo Identity proof & address proof
- vi. FIR report, final police investigation report, police panchnama/ Inquest report, driving license
- vii. KYC of both life assured and nominee, Nominee bank details
- viii. Pan card/ Form 60 of the Claimant
- ix. EPM form with cancelled cheque
- x. Treating doctor's certificate giving exact duration, diagnosis, prognosis and treatment given post accident
- xi. Current and previous medical records for last 5 years, if any.
- xii. Certificate from employer.
- xiii. Income documents: Salary slip of last 6 months/ITR for last 3years/ Bank Statement of last 1 year giving income credit.
- xiv. Other Insurance policy Life/health/mediclaim with details of past claim settlement letters.
- xv. The Company reserves the right to call for additional information, documents or particulars, in such form and manner as the Company would prescribe, and the Benefits would be paid only after receipt of such additional information, documents or particulars.

b) For non-lender borrower groups, in the event of a claim arising under the policy, the member / nominee / legal heir to whom benefits are payable shall be intimated to the Company, through Master Policyholder, in writing. Before payment of any claim under

this Master Policy, the Company shall require the delivery to it of the following documents establishing the right of the claimant or claimants to receive payment.

For Accidental Death Claims:

- i. Claim intimation form
- ii. Member Policy Schedule, certificate of insurance as applicable
- iii. Death certificate issued by the local authority in case of death claim
- iv. Claimant's recent photograph, photo Identity proof & address proof
- v. Post Mortem report & viscera/ chemical analysis report
- vi. FIR report, final police investigation report, police panchnama/ Inquest report, driving license
- vii. KYC of both life assured and nominee, Nominee bank details
- viii. Pan card/ Form 60 of the Claimant
- ix. Newspaper cuttings, if any
- x. Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the claim
- xi. The Company reserves the right to call for additional information, documents or particulars, in such form and manner as the Company would prescribe, and the Benefits would be paid only after receipt of such additional information, documents or particulars.

For Accidental Total and Permanent Disability Claims:

- i. Claim intimation form
- ii. Member Policy Schedule, certificate of insurance as applicable
- iii. Certificate from Medical Practitioner
- iv. Claimant's recent photograph, photo Identity proof & address proof
- v. FIR report, final police investigation report, police panchnama/ Inquest report, driving license
- vi. KYC of both life assured and nominee, Nominee bank details
- vii. Pan card/ Form 60 of the Claimant
- viii. EPM form with cancelled cheque
- ix. Treating doctor's certificate giving exact duration, diagnosis, prognosis and treatment given post accident
- x. Current and previous medical records for last 5 years, if any.
- xi. Certificate from employer.
- xii. Income documents: Salary slip of last 6 months/ITR for last 3years/ Bank Statement of last 1 year giving income credit.
- xiii. Other Insurance policy Life/health/mediclaim with details of past claim settlement letters.
- xiv. The Company reserves the right to call for additional information, documents or particulars, in such form and manner as the Company would prescribe, and the Benefits would be paid only after receipt of such additional information, documents or particulars.

c) All claim payments shall be made in Indian Currency only in accordance with the prevailing Exchange control regulations and other relevant laws and regulations in India.

- d) The settlement of claim is subject to correct information provided by the member related to his/her personal information & in declaration of good health, if applicable. The Company reserves the right to reject the claim of a member in case incorrect information related to member is provided for the Cover. The decision of the Company regarding the settlement of the Cover shall be binding on the Master Policyholder.
- e) A death claim under a life insurance policy shall be paid or be rejected or repudiated giving all the relevant reasons, within 30 days from the date of receipt of all relevant papers and required clarifications. However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate the same at the earliest and complete such investigation expeditiously, in any case not later than 90 days from the date of receipt of claim intimation and the claim shall be settled within 30 days thereafter.
- f) If there is delay on the part of Insurer beyond the timelines as mentioned above, the insurer shall pay interest at a rate, which is 2% above bank rate from the date of receipt of last necessary document.

## 7. Recovery

We reserve the right to recover the amount from the Master Policyholder or the Member or any other person, if it is found that the Benefits are erroneously paid due to the fault of the Master Policyholder. In case we are not in a position to recover such amounts from the Member or any other person, the Master Policyholder will be liable to pay the said amount to the Company within 15 days from the date of its demand. However, the Master Policyholder will not be liable or responsible for any wrong payments made by the Company without any fault on the part of the Master Policyholder.

## 8. Governing Law & Jurisdiction

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

## 9. Notices

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

### **In case of the Master Policyholder:**

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

### **In case of the Company:**

**Address:** Group Service Desk  
ICICI Prudential Life Insurance  
Ground Floor & Upper Basement,  
Unit No. 1A & 2A, RahejaTipco Plaza,  
Rani Sati Marg, Malad (East),

Mumbai- 400097  
Maharashtra.

**E-mail:** grouplife@iciciprulife.com

The Company's website must be checked for the updated contact details.

It is very important that you immediately inform the company about any change in the address or the Claimant particulars.

## **10. Legislative changes**

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

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

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

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

## **11. Electronic Transactions**

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

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

## **12. Issue of duplicate policy**

We shall issue a duplicate of Policy document, on receipt of a written request for the same from You along with the necessary documents as may be required by Us and at such charges as may be applicable from time to time. The current charges for issuance of duplicate policy is Rs. 200. Free look option is not available on issue of duplicate Policy document.

## **13. Audit**

The following is applicable only for lender borrower groups.

The Insurer shall have the right to audit or cause audit into the accuracy of the Credit account statements of the insured members in respect of which claims were settled on the completion of every financial year.

**PART – G**  
**Policy Servicing and Grievance Handling Mechanism**

**1. Customer service**

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 any of our branches or the customer service desk whose details are mentioned in the Welcome Letter.

For updated contact details, We request You to regularly check Our website.

**i. Grievance Redressal Officer:**

If You do not receive any resolution from Us or if You are not satisfied with Our resolution, You may get in touch with Our designated grievance redressal officer (GRO) at [gro@iciciprulife.com](mailto:gro@iciciprulife.com) or 1860 266 7766.

Address: ICICI Prudential Life Insurance Company Limited,  
Ground Floor & Upper Basement,  
Unit No. 1A & 2A, Raheja Tipco Plaza,  
Rani Sati Marg, Malad (East),  
Mumbai-400097

The concerns of senior citizens will be resolved on priority ensuring there is a speedy disposal of the grievances.

For more details please refer to the “Grievance Redressal” section on [www.iciciprulife.com](http://www.iciciprulife.com).

**ii. Grievance Redressal Committee:**

If You do not receive any resolution or if You are not satisfied with the resolution provided by the GRO, You may escalate the matter to Our internal grievance redressal committee at the address mentioned below:

ICICI Prudential Life Insurance Co. Ltd.  
Ground Floor & Upper Basement,  
Unit No. 1A & 2A, Raheja Tipco Plaza,  
Rani Sati Marg, Malad (East), Mumbai- 400097  
Maharashtra.

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

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: **155255 (or) 1800 4254 732**  
Email ID: [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in)

You can also register your complaint online at [igms.irda.gov.in](http://igms.irda.gov.in)

Address for communication for complaints by fax/paper:  
Consumer Affairs Department  
Insurance Regulatory and Development Authority of India  
Survey No. 115/1, Financial District, Nanakramguda, Gachibowli,  
Hyderabad, Telangana State – 500032

### **Insurance Ombudsman:**

The Central Government has established an office of the Insurance Ombudsman for redressal of grievances with respect to life insurance policies. As per Insurance Ombudsman Rules, 2017 and Insurance Ombudsman (Amendment) Rules, 2021, the Ombudsman shall receive and consider complaints or alleging deficiency in performance required of an insurer (including its agents and intermediaries) or an insurance broker, on any of the following grounds:

- a. delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
- b. any partial or total repudiation of claims by the life insurer, General insurer or the health insurer;
- c. disputes over premium paid or payable in terms of insurance policy;
- d. misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
- e. legal construction of insurance policies in so far as the dispute relates to claim;
- f. policy servicing related grievances against insurers and their agents and intermediaries;
- g. issuance of life insurance policy, general insurance policy including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
- h. non-issuance of insurance policy after receipt of premium in life insurance and general insurance including health insurance; and
- i. any other matter arising from non-observance of or non-adherence to the provisions of any regulations made by the Authority with regard to protection of policyholders' interests or otherwise, or of any circular, guideline or instruction issued by the Authority, or of the terms and conditions of the policy contract, in so far as such matter relates to issues referred to in clauses (a) to (h).

### **Manner in which complaint to be made**

1. Any person who has a grievance against an insurer or insurance broker, may himself or through his legal heirs, nominee or Assignee, make a complaint in writing to the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the insurer or the insurance broker, as the case may be complained against or the residential address or place of residence of the complainant is located.
2. The complaint shall be in writing, duly signed or made by way of electronic mail or online through the website of the Council for Insurance Ombudsmen by the complainant or through his legal heirs, nominee or Assignee and shall state clearly the name and address of the complainant, the name of the branch or office of the



- insurer against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman.
3. No complaint to the Insurance Ombudsman shall lie unless—
    - a) the complainant has made a representation in writing or through electronic mail or online through website of the insurer or insurance broker concerned of the insurer named in the complaint and—
      - i. either the insurer or insurance broker, as the case may be had rejected the complaint; or
      - ii. the complainant had not received any reply within a period of one month after the insurer or insurance broker, as the case may be received his representation; or
      - iii. the complainant is not satisfied with the reply given to him by the insurer or insurance broker, as the case may be;
    - b) The complaint is made within one year—
      - i. after the order of the insurer rejecting the representation is received; or
      - ii. after receipt of decision of the insurer or insurance broker, as the case may be which is not to the satisfaction of the complainant;
      - iii. after expiry of a period of one month from the date of sending the written representation to the insurer or insurance broker, as the case may be if the insurer or insurance broker, as the case may be named fails to furnish reply to the complainant.
  4. The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer or insurance broker, as the case may be against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
  5. No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.
  6. The Council for Insurance Ombudsmen shall develop a complaints management system, which shall include an online platform developed for the purpose of online submission and tracking of the status of complaints made under rule 14

The Ombudsman shall not award compensation exceeding more than Rupees Thirty Lakhs (including relevant expenses, if any).

We have given below the details of the existing offices of the Insurance Ombudsman. We request You to regularly check our website at [www.icicprulife.com](http://www.icicprulife.com) or the website of the IRDAI at [www.irdai.gov.in](http://www.irdai.gov.in) for updated contact details.

Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman,	Tel.:- 079 - 25501201/02/05/06 Email:	Gujarat , Dadra & Nagar Haveli, Daman and Diu

	Jeevan Prakash Building, 6th floor,  Tilak Marg, Relief Road, Ahmedabad - 380 001	<a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	
<b>BENGALURU</b>	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078	Tel No: 080 - 26652048 / 26652049  Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka
<b>BHOPAL</b>	Office of the Insurance Ombudsman,  Janak Vihar Complex, 2nd Floor,  6, Malviya Nagar, Opp. Airtel Office,  Near New Market,  Bhopal – 462 003.	Tel.:- 0755-2769201, 2769202 Fax : 0755-2769203  Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Office of the Insurance Ombudsman,  62, Forest park,  Bhubneshwar – 751 009.	Tel.:- 0674-2596455/2596461, Fax : 0674-2596429  Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Odisha

<b>CHANDIGARH</b>	Office of the Insurance Ombudsman,  S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D,  Chandigarh – 160 017	Tel.: 0172 - 2706196 / 2706468  Fax: 0172 – 2708274  Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab,  Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh)  Himachal Pradesh, Union Territories of Jammu & Kashmir,  Ladakh & Chandigarh.
<b>CHENNAI</b>	Office of the Insurance Ombudsman,  Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,  Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284  Fax: 044 – 24333664  Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu,  Tamil Nadu  Puducherry Town and  Karaikal (which are part of Puducherry).
<b>DELHI</b>	Office of the Insurance Ombudsman,  2/2 A, Universal Insurance Building, Asaf Ali Road,  New Delhi – 110 002.	Tel.: 011 - 23232481/23213504  Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi &  Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>ERNAKULAM</b>	Office of the Insurance Ombudsman,  2nd Floor, Pulinat Bldg.,  Opp. Cochin Shipyard, M. G.	Tel.: 0484 - 2358759 / 2359338  Fax: 0484 - 2359336  Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	Kerala,  Lakshadweep,  Mahe-a part of Union Territory of Puducherry.

	Road, Ernakulam - 682 015.		
<b>GUWAHATI</b>	Office of the Insurance Ombudsman,  Jeevan Nivesh, 5th Floor,  Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (Assam).	Tel.: 0361 - 2632204 / 2602205  Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Assam,  Meghalaya,  Manipur,  Mizoram,  Arunachal Pradesh,  Nagaland and Tripura.
<b>HYDERABAD</b>	Office of the Insurance Ombudsman,  6-2-46, 1st floor, "Moin Court",  Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi- Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 23312122  Fax: 040 - 23376599  Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh,  Telangana,  Yanam and part of Union Territory of Puducherry.
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jee van Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363  Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkatta - 700 072	Tel.: 033 - 22124339 / 22124340  Fax : 033 - 22124341  Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	West Bengal,  Sikkim,  Andaman & Nicobar Islands.

<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road,	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052	Goa, Mumbai Metropolitan Region

	Santacruz (W), Mumbai - 400 054.	Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	excluding Navi Mumbai & Thane.
<b>NOIDA</b>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4 <sup>th</sup> Floor, Main Road,  Naya Bans, Sector 15,  Distt: Gautam Buddh Nagar,  U.P-201301.	Tel.: 0120-2514252 / 2514253  Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	State of Uttarakhand and the following Districts of Uttar Pradesh:  Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar , Saharanpur.
<b>PATNA</b>	Office of the Insurance Ombudsman,  2 <sup>nd</sup> Floor, Lalit Bhawan, North	Tel.: 0612-2680952  Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	Bihar, Jharkhand

	Wing Bailey Road, Patna 800001.		
<b>PUNE</b>	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.	Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

### **Annexure I – 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 policySuch 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
15. 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.

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### **Annexure II – 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 themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended 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 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 policywhichever 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 policywhichever 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 of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which

policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.

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