PART-B

Definitions:

1. **Accident:** An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Age:** means age at last birthday.
3. **Appointee:** means the person appointed by You to receive the benefits payable under the Policy till Your Nominee is a minor.
4. **Claimant** means the person entitled to receive the Policy benefits and includes the You, the nominee, the assignee, the legal heir, the legal representative(s) or the holder(s) of succession certificate as the case may be.
5. **Date of commencement of risk** is the later of Policy Issue Date or Policy Acceptance Date.
6. **Sum Assured:** The Sum Assured payable under your Policy, is as specified in Policy Schedule and is subject to terms and conditions as indicated in Part C Clause 1 and 2.
7. **Congenital Anomaly:** Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
   a) Internal Congenital Anomaly
      Congenital anomaly which is not in the visible and accessible parts of the body.
   b) External Congenital Anomaly
      Congenital anomaly which is in the visible and accessible parts of the body
8. **Date of Maturity/Termination** means the date specified in the Policy Schedule on which the term of the Policy ends.
9. **Distance Marketing** means every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) voice mode, which includes telephone-calling (ii) short messaging service (SMS) (iii) electronic mode which includes e-mail, internet and interactive television (DTH) (iv) physical mode which includes direct postal mail and newspaper and magazine inserts and (v) solicitation through any means of communication other than in person.
10. **Diagnosis** shall mean diagnosis made by a physician based upon but not limited to radiological, clinical, and histological or laboratory tests acceptable to Us.
11. **Grace Period** means the time granted by Us from the due date for the payment of premium, without any penalty / late fee, during which time the policy continues with risk cover without interruption, as per the terms of the policy. 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.
12. **Hospital:** A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
    - has qualified nursing staff under its employment round the clock;
    - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
    - has qualified medical practitioner(s) in charge round the clock;
    - has a fully equipped operation theatre of its own where surgical procedures are carried out;
    - maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
13. **Hospitalisation**

Hospitalisation means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

14. **Illness**
    Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
    (a) Acute condition - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
    (b) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
        1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
        2. it needs ongoing or long-term control or relief of symptoms
        3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
        4. it continues indefinitely
        5. it recurs or is likely to recur
15. **Injury:** 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.
16. **Life Assured** means the person or persons named in the Policy Schedule on whose life the Policy has been issued.
17. **Medical advice:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
18. **Medical Practitioner:** A Medical Practitioner is 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 the scope and jurisdiction of licence.
19. **Nominee** means the person named in the Policy Schedule who has been nominated by You to receive benefits in respect of this Policy.
20. **Notification of Claim:** Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
21. **Policy** means the contract of Insurance entered into between You and Us as evidenced by the "Policy document".
22. **Policy Acceptance Date** means the date as specified in the Policy Schedule, from which this policy was effected.
23. **Policy document** means this document, the Proposal Form, the Policy Schedule and any additional information/document(s) provided to Us in respect of the Proposal Form, and any endorsement issued by Us.
24. **Policy Issue Date** means the date as mentioned in the Policy Schedule.
25. **Policyholder or the Proposer or You or Your** means the owner of the Policy at any point of time.
26. **Policy Term:** means the period between the Policy Acceptance Date and the Date of Maturity specified in the Policy Schedule.
27. **Policy Schedule** means the policy Schedule and any endorsements attached to and forming part of this Policy.
28. **Premium:** means the instalment premium in case of Regular Pay or single premium in case of Single Pay specified in the Policy Schedule which is payable/has been received under the Policy.
29. **Pre-existing condition:** 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 policy issued by the insurer 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 policy or its reinstatement.

c) A condition for which any symptoms and or signs if presented and have resulted within three months of the issuance of the policy in a diagnostic illness or medical condition.

30. **Premium Payment Term** means the period specified in the Policy Schedule during which Premium is payable.
31. **Proposal Form** means a form to be completed by You for availing an insurance policy, and to furnish all Material information required by Us to assess risk and to decline or to undertake the risk, and in the event of acceptance of risk, to determine the rates, advantages, terms and conditions of a cover to be granted.
    Explanation: "Material" shall mean and include all important, essential and relevant information that enables Us to take an informed decision while underwriting the risk.
32. **Regulator** is the authority that has regulatory jurisdiction and powers over the Company. Currently the Regulator is Insurance Regulatory and Development Authority of India (IRDAI).
33. **Regular Pay** means premiums need to be paid regularly throughout the Policy Term.
34. **Revival of the Policy** means restoration of Policy benefits.
35. **Revival Period** means the period of five consecutive years from the due date of the first unpaid premium, during which period You are entitled to revive the Policy.
36. **Single Pay** means premium needs to be paid once at the start of the Policy.
37. **Surgery or Surgical Procedure:** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.
38. **Surrender** means complete withdrawal/termination of the Policy by You.
39. **Surrender Value** means an amount, if any, that becomes payable in case of surrender in accordance with the terms and conditions of the Policy.
40. **We or Us or Our or Company** means ICICI Prudential Life Insurance Company Limited.
41. **You or Your** means the policyholder of the Policy at any point of time.

PART – C

Brief Policy Description:

1. **Benefits payable:**

Your policy provides coverage for diagnosis of listed conditions under Cancer cover and Heart cover.

The benefits under this policy for one Life Assured is independent from the benefits of the other Life Assured.

1.1. We shall pay lump sum amount upon diagnosis of either listed Minor conditions or Major conditions as mentioned in section C-5, C-6. The lump sum amount will be a percentage of the Sum Assured mentioned in your Policy Schedule and is calculated as per the table below:

Level	**Payout** (as % of Sum Assured)
Minor Condition	25%
Major Condition	100% less earlier Minor condition claim payouts, if any

If the claim is due to listed conditions under Heart cover (as mentioned in section C-5), then the payout will be a % of the Sum Assured for Heart, and similarly if the claims is due to listed conditions under Cancer cover (as mentioned in section C-6), then the payout will be a % of the Sum Assured for Cancer.

1. You can raise multiple claims under each cover till the total payout for that cover is exhausted. In any case, the total payout in the policy cannot exceed 100% of the Sum Assured for a Life Assured of the cover selected.
2. Claim under one type of cover does not impact the Sum Assured of the other cover. For example, if You make a claim for a Minor condition of Cancer, the policy will continue with remaining Sum Assured for Cancer cover and the full Sum Assured for Heart cover.
3. Claim will be admissible only if the Life Assured is diagnosed for the first ever occurrence of any of the listed conditions.
4. Under a particular cover, either Cancer or Heart, for the multiple Minor conditions claims to be admissible, there needs to be a period of at least 6 months between the date of diagnosis of a Minor condition claim and date of diagnosis of subsequent Minor condition claim. However this requirement of 6 months is not applicable in case of diagnosis of a major condition claim following a minor condition claim.
5. Under Cancer cover, multiple Minor condition claims from the same organ will not be admissible. For the purpose of claim under Cancer cover, each group of the following sites are treated as one organ.
    1. Basal cell and squamous skin cancer
    2. Corpus uteri, vagina, fallopian tubes, cervix uteri, ovary
    3. Colon and rectum
    4. Penis, testis
    5. Stomach and esophagus
6. The Policy shall terminate on payment of 100% of Cancer Sum Assured and 100% of Heart Sum Assured for both Life Assureds, and all rights, benefits and interests under the Policy shall stand extinguished.However, in case Income Benefit is chosen, the policy will continue as per section C-4
7. The benefit amount may be taxable as per the prevailing tax laws.

1.2. Waiver of Premium:

We shall waive all future premiums for that Life Assured for whom there is:

1. A Minor/ Major claim under either Cancer cover or Heart cover; or
2. Upon the diagnosis of Permanent Disability (PD is defined in section C-7 below) of the Life Assured due to an Accident.

The remaining Sum Assured and other benefits for this Life Assured, if any shall continue.

The benefits under the policy for the other Life Assured shall remain unaffected / unaltered and the premium corresponding to this Life Assured is payable for the rest of the policy term. The premium for the policy shall be subject to revision and shall be applicable from the next premium due date as communicated by us.

2. Increasing Cover Benefit:

The Sums Assured for both Cancer cover and Heart cover increases by 10% simple interest on each policy anniversary, for every claim free year. The maximum Sum Assured will be capped at 200% of the Sum Assured chosen at inception (as mentioned in your Policy Schedule) for each type of cover for every Life Assured. In case of occurrence of first claim under any one type of cover, the increase in Sum Assured for a Life Assured will stop for that cover type and Increasing Cover Benefit will continue for that Life Assured for the other type of cover, for which no claim has occurred. However the increase in Sum Assured for both Cancer cover and Heart cover continues for the other Life Assured.

3. Hospital Benefit:

We shall pay Fixed Daily Hospital Cash Benefit of Rs. 5,000 for each day of hospitalisation of the Life Assured irrespective of the actual expenses, subject to a continuous stay for minimum of 24 hours, on the recommendation of a registered medical practitioner to seek medical intervention due to diagnosis of the listed conditions (as mentioned under section C-5,C-6).

a. This benefit is payable on admissible claim of any of the listed condition and where Life Assured is hospitalised for the same condition.
b. Hospitalisation prior to diagnosis of listed condition is excluded.
c. Hospitalisation for any condition other than the ones listed under section C-5, C-6 is excluded from the scope of the benefit.
d. The maximum limit of ten (10) days per policy year and a maximum of thirty (30) days over the policy term, will be applicable for listed conditions under Cancer cover independently and Heart cover independently.
e. Subsequent hospitalisation arising due to complication or follow-up of the already covered condition shall only be covered subject to the upper capping mentioned above.
f. The yearly allowance of number of days of hospitalisation cannot be carried forward to next year.
g. In case of claim under Hospital Benefit due to listed conditions of any one cover, the pay-out will be made as mentioned above for that cover, and the Hospital Benefit due to listed conditions under another cover remains unaffected/ unutilised.

h. The allowance of number of days of hospitalisation for under each cover cannot be clubbed and availed for any one cover.

4. Income Benefit:

a. An amount equal to 1% of the Sum Assured of the cover at inception (as mentioned in your Policy Schedule) for a Life Assured will be paid to You each month, for a period of 5 years upon a claim for that Life Assured under any of the listed Major conditions (as mentioned under section C-5.2,C-6.2).
b. Pay out under Income Benefit will be triggered for only that cover for which a claim of Major condition is registered and all Benefits through other cover remains unaffected. For example, if You have registered a claim for Heart Transplant (as mentioned in section C-5.2, 14), then 1% of the Sum Assured for Heart cover will be paid to You each month for a period of 5 years, and there will be no income benefit payout for Cancer cover, as the claim is under Heart cover and not Cancer cover.
c. The Income Benefit will be paid as and when due irrespective of the expiry of the policy term provided the Major condition has been diagnosed within the policy term.
d. In case of Your death during income benefit payout period, the benefit will be paid to the Claimant.
e. If 100% of the Sum Assured for a type of cover has already been paid under the Policy for multiple Minor condition claims for a Life Assured, then on a claim for Major condition, for the same Life Assured, only Income Benefit applicable for that Life Assured will be paid and there will not be any lump sum benefit.

5. Listed conditions covered under Heart cover are as follows:

5.1. Listed Minor conditions for Heart cover

1. Angioplasty
   i. Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).
   ii. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.
   iii. Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.

2. Balloon Valvotomy or Valvuloplasty
   The actual undergoing of Valvotomy or Valvuloplasty necessitated by damage of the heart valve as confirmed by a specialist in the relevant field where the procedure is performed totally via intravascular catheter based techniques.

   The diagnosis of heart valve abnormality must be supported by cardiac catheterization or Echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist

   The following are excluded:
   Procedures done for treatment of Congenital Heart Disease

3. Carotid Artery Surgery

The actual undergoing of surgery to the Carotid Artery to treat carotid artery stenosis of fifty percent (50%) and above, as proven by angiographic evidence, of one (1) or more carotid arteries. Both criteria (a) and (b) below must be met:
(a) Either:
i. Actual undergoing of endarterectomy to alleviate the symptoms; or
ii. Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and

(b) The Diagnosis and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.

4. Implantable Cardioverter Defibrillator

Actual undergoing of insertion of an implantable cardiac defibrillator to correct serious cardiac arrhythmia which cannot be treated via other methods or the insertion of permanent cardiac defibrillator to correct sudden loss of heart function with cessation of blood circulation around the body resulting in unconsciousness .

Insertion of Cardiac Defibrillator means surgical implantation of either Implantable Cardioverter-Defibrillator (ICD), or Cardiac Resynchronization Therapy with Defibrillator (CRT-D)

The insertion of a permanent Cardioverter-Defibrillator (ICD) must be certified to be absolutely necessary by a specialist in the relevant field.

Cardiac arrest secondary to alcohol or drug misuse will be excluded.

5. Implantation of Pacemaker of Heart

Actual undergoing of Insertion of a permanent cardiac pacemaker to correct serious cardiac arrhythmia which cannot be treated via other means. The insertion of the cardiac pacemaker must be certified to be medically necessary by a specialist in the relevant field.
Cardiac arrest secondary to alcohol or drug misuse will be excluded.

6. Infective Endocarditis

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- Positive result of the blood culture proving presence of the infectious organism(s)
- Presence of at least moderate heart valve incompetence (meaning regurgitate fraction of twenty percent (20%) or above) or moderate heart valve stenosis (resulting in heart valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a consultant cardiologist.

7. Minimally Invasive Surgery of Aorta

The actual undergoing of minimally invasive surgical repair (i.e. via percutaneous intra-arterial route) of a diseased portion of an aorta to repair or correct an

aneurysm, narrowing, obstruction or dissection of the aorta with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.
Procedures done for treatment of Congenital Heart Disease are excluded.

8. Pericardectomy

The undergoing of a pericardectomy performed by open heart surgery or keyhole techniques as a result of pericardial disease. The surgical procedures must be certified to be medically necessary by a consultant cardiologist. Other procedures on the pericardium including pericardial biopsies, and pericardial drainage procedures by needle aspiration are excluded.

The actual undergoing of pericardiectomy secondary to chronic constrictive pericarditis.
The following are specifically excluded:
• Chronic constrictive pericarditis related to alcohol or drug abuse
• Acute pericarditis due to any reason

9. Pulmonary Thromboembolism

Acute Pulmonary Thromboembolism: means the blockage of an artery in the lung by a clot or other tissue from another part of the body. The Pulmonary Embolus must be unequivocally diagnosed by a specialist on either a V/Q scan (the isotope investigation which shows the ventilation and perfusion of the lungs), angiography or echocardiography, with evidence of right ventricular dysfunction and requiring medical or surgical treatment on an inpatient basis.

10. Surgery for Cardiac Arrhythmia

Ablative Procedure is defined as catheter ablation procedures using radiofrequency or cryothermal energy for treatment of a recurrent or persistent symptomatic arrhythmia refractory to antiarrhythmic drug therapy. Ablation procedures should immediately follow the diagnostic electorphysiology study. The ablative procedure must be certified to be absolutely necessary by a consultant cardiologist (electrophysiologist).

Preprocedural evaluation prior to ablation procedures and ablation procedures as below should be completely documented:

- Strips from ambulatory Holter monitoring in documenting the arrhythmia.
- Electrocardiographic and electrophysiologic recording, cardiac mapping and localization of the arrhythmia during the ablative procedure.

11. Surgery to Place Ventricular Assist Devices or Total Artificial Hearts

This is an open chest procedure for implantation of Left Ventricular Assist Device/Ventricular Assist Device as bridges to cardiac transplantation or destination therapy for long term use for the Refractory Heart Failure with reduced ejection fraction as defined below: NYHA Class IV symptoms who failed to respond to optimal medical management for >= 45 of the past 60 days, or have been intra-aortic balloon pump dependent for 7 days, or IV inotrope dependent for14 days.
The following are excluded:

Ventricular dysfunction or Heart failure directly related to alcohol or drug abuse is excluded.

5.2. Listed Major conditions for Heart cover

12. Cardiomyopathy

- An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, based on the following classification criteria:
- Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.
- Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced. The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

13. First Heart Attack of Specified Severity (Myocardial Infarction)

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
ii. New characteristic electrocardiogram changes
iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

i. Other acute Coronary Syndromes
ii. Any type of angina pectoris
iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

14. Heart Transplant

The actual undergoing of a transplant of heart that resulted from irreversible end-stage failure of the heart. The undergoing of a heart transplant has to be confirmed by a specialist medical practitioner (cardiologist).
Stem cell Transplants are excluded.

15. Major Surgery of aorta

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

The following are excluded:

- Surgery performed using only minimally invasive or intra-arterial techniques are excluded.
- Angioplasty and/or any other intra-arterial procedures, catheter based techniques, "keyhole" or laser procedures are excluded.
- Procedures done for treatment of Congenital Heart Disease are excluded

16. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

i. Angioplasty and/or any other intra-arterial procedures

17. Open Heart replacement or Repair of Heart Valve

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

18. Primary (Idiopathic) Pulmonary Hypertension

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:
   i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
   ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

6. Listed conditions covered under Cancer cover are as follows:

6.1. Listed Minor conditions under Cancer cover

19. Carcinoma-in-Situ of any organ (except skin)

i. Carcinoma in situ (CIS) means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane.
ii. The diagnosis of the Carcinoma in situ must always be supported by a histopathological report.
iii. Furthermore, the diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.
iv. In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with the cervical biopsy report clearly indicating presence of CIS.
v. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, and CIN II (where there is severe dysplasia without carcinoma in situ) does not meet the required definition and are specifically excluded.
vi. All CIS of the skin are specifically excluded.
vii. This coverage is available to the first occurrence of CIS of same organ. Multiple claims from same organ will not be admissible.

20. Early stage Cancers

Early Stage Cancer shall mean first ever diagnosis with the presence of one of the following malignant conditions:

I. Any malignant tumor of the thyroid, positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue, which is histologically classified as T1N0M0 according to the TNM classification system, or another equivalent classification
II. Prostate tumor should be histologically described as TNM Classification T1a or T1b or T1c are of another equivalent classification.
III. Chronic lymphocytic leukaemia classified as RAI Stage I or II;
IV. Basal cell and Squamous skin cancer that has spread to distant organs beyond the skin,
V. Hodgkin's lymphoma Stage I by the Cotswold's classification staging system.
VI. All tumors of the urinary bladder histologically classified as T1N0M0 (TNM Classification)

The Diagnosis must be based on histopathological features and confirmed by a Pathologist. Pre-malignant lesions and conditions, unless listed above, are excluded.

6.2. Listed Major conditions under Cancer cover

21. Cancer of Specified Severity

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

7. Permanent Disability(PD) due to accident

For the purpose of Permanent Disability, following conditions shall apply:

a. Benefit because of Permanent Disability due to accident will be applicable if the Life Assured is unable to perform at least 3 of the following 6 activities of daily work:
   1. Mobility: The ability to walk a distance of 200 meters on flat ground.
   2. 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.
   3. Climbing: The ability to climb up a flight of 12 stairs and down again, using the handrail if needed.
   4. 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.
   5. Writing: The manual dexterity to write legibly using a pen or pencil, or type using a desktop personal computer keyboard.
   6. 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.

b. Provided that the disability should have lasted for at least 180 days without interruption and must be deemed permanent by a Company empanelled Medical Practitioner.

c. PD only due to accident is covered. The accident resulting in PD must be sudden, unforeseen and involuntary event caused by external, visible and violent means.

d. The Policy must be in-force at the time of accident.

8. Maturity Benefit:

No benefit will be payable upon the maturity of the Policy

9. Death Benefit:

No benefit will be payable upon death of the Life Assured

10. Premium Payment

i. You are required to pay Premiums on the due dates and for the amount mentioned in the Policy Schedule.
ii. The grace period for payment of premium is 15 days for monthly frequency of premium payment and 30 days for other frequencies of premium payment. In case of occurrence of the covered events during the grace period, We will pay the benefits as per the terms and conditions of the Policy.
iii. If any premium instalment is not paid within the grace period then the Policy shall lapse and all cover under the Policy will cease.
iv. You are required to pay Premiums for the entire Premium Payment Term.
v. We are not under any obligation to remind You about the premium due date, except as required by applicable regulations.
vi. If Single Pay option has been chosen by You, only one Premium is to be paid and no future Premiums are payable.
vii. The loading based on premium paying modes are mentioned below:

Premium paying modes	Loading as a % of Premium
Yearly	NA
Half-yearly	3.5%
Monthly	6%

viii. You may pay Premium through any of the following modes(as permitted by the Regulator/Us from time to time) :
   a) Cash
   b) Cheque
   c) Demand Draft
   d) Pay Order
   e) Banker's cheque
   f) Internet facility as approved by the Company from time to time
   g) Electronic Clearing System / Direct Debit
   h) Credit or Debit cards held in your name

ix. Amount and modalities will be subject to our rules and relevant legislation or regulation
x. 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.
xi. No person or individual or entity is authorized to collect cash or self-cheque or bearer cheque on Our behalf.
xii. Cheque or demand drafts must be drawn only in favour of ICICI Prudential Life Insurance Company Limited.

xiii. 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.

xiv. 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.

xv. 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.

xvi. Premiums need to be paid only for the chosen premium payment term. Once premiums have been paid for the premium payment term, the policy benefits will continue for the term of the policy.

PART D

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

You have an option to review the Policy following 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, with reasons for cancellation within

i. 15 days from the date you received it,
ii. 30 days from the date you received it, in case of electronic policies or if your Policy is purchased through Distance Marketing

On cancellation of the Policy during the freelook period, We will return the premium paid subject to the following deductions:

i. Stamp duty under the Policy
ii. Expenses borne by the Company on medical examination, if any
iii. Proportionate risk premium for the period of cover

The Policy shall terminate on payment of this amount and all rights, benefits and interests under this Policy will stand extinguished.

2. Paid-up Value: There is no paid-up value under this Policy.

3. Premium Guarantee:

3.1 For Regular Pay policy: The premiums are guaranteed for a block of three (3) years after which they can be revised for a block of three (3) years with prior approval from IRDAI. Any revision in the Premium rates shall be notified to you at least three months prior to the date of such revision. If you are not willing to continue the Policy with the revised premium, the Policy will lapse and no benefits shall become payable thereafter.

The revision in premiums, shall not be based on any individual policy claim experience.

3.2 For Single Pay policy, the premium is guaranteed for the entire policy term.

4. Surrender Value

Surrender means voluntary termination of the Policy by you.
For Regular Pay surrender is not allowed and hence no benefit shall be payable on surrender of the Policy.
For Single Pay: Surrender Value will be calculated as given below.

Surrender Value = (Surrender Value Factor) X Single Premium

Surrender Value factors are as given below:

Policy year of Surrender	Surrender Value Factor
Year one	30%
Year two	25%
Year three	15%
Year four	10%

Year five	NA

The Policy will terminate on surrender and all the rights / title and interest under the Policy shall stand extinguished.
Surrender value may be taxable as per the prevailing tax laws.
The bases for computing Surrender Value factors will be reviewed from time to time and the factors applicable to existing business may be revised subject to the prior approval of the IRDAI.

5. Revival:

A policy, which has lapsed for non-payment of premium within the days of grace may be revived subject to the following conditions:

1. No benefit is payable for an event which occurred or symptoms of which first occurred or were first diagnosed during the period when policy was in lapsed condition.
2. The application for revival is made within 5 years from the due date of the first unpaid premium and before the termination date of the policy. Revival will be based on the prevailing Board approved underwriting policy.
3. A waiting period of 3 months will be applicable for any revivals after 3 months from the due date of the first unpaid premium.
4. No waiting period will be applicable for any revival within 3 months of the due date of the first unpaid premium.
5. The policyholder furnishes, at his own expense, satisfactory evidence of health of the Life Assured as required by the prevailing Board approved underwriting policy.
   The arrears of premiums together with interest at such rate as the Company may charge for late payment of premiums are paid. The interest rate applicable in December 2019 is 7.97% p.a. compounded half yearly.

The revival of the policy may be on terms different from those applicable to the policy before premiums were discontinued.
The Company reserves the right to refuse to re-instate the policy. The revival will take effect only if it is specifically communicated by Us to You.
Any change in revival conditions will be subject to prior approval from IRDAI and will be disclosed to You.

6. Survival Period:

a. Benefits under Heart cover will be payable only if the Life Assured survives for a period of 7 days from the date of diagnosis of any of the listed conditions under Heart cover.
b. No survival period is applicable for Cancer cover

7. Waiting Period

a. The benefit shall not apply or be payable in respect of any listed conditions of which the symptoms have occurred or for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted during the first six months from the Date of commencement of risk or three months from the policy revival date where the policy has lapsed for more than three months.
b. In the event of occurrence of any of the scenarios mentioned above, where it is established that the Life Assured was diagnosed to have any one of the listed conditions during the waiting period for which a claim could have been made, the Company will refund the premiums from the Date of commencement of risk of the policy or from the date of revival as applicable and that Life Assured will

be removed from the policy, whereas the policy will continue for the other Life Assured with the reduced premiums from next premium due date.

c. If Cancer cover and Heart cover are taken together, premiums corresponding to the cover and its additional benefits (if any), under which the claim is made will be refunded from the Date of commencement of risk of the policy or from the date of revival as applicable for that Life Assured. The cover and its additional benefits for which the premiums have been refunded will cease with immediate effect. The policy will continue with the other cover and its additional benefits (if any), and all future premiums will be payable only for this cover and its additional benefits.
d. No waiting period applies if any of the listed conditions occur due to accident.

8. Exclusions for the listed conditions:

In addition to the condition specific exclusions mentioned section C-5 and C-6, the following exclusions shall apply to the listed conditions of Cancer cover and Heart cover:

i. Pre Existing Diseases are not covered. 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 policy issued by the insurer 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 policy or its reinstatement.
   c) A condition for which any symptoms and or signs if presented and have resulted within three months of the issuance of the policy in a diagnostic illness or medical condition.Any investigation or treatment for any Illness, disorder, complication or ailment arising out of or connected with the pre-existing Illness shall be considered part of that pre-existing illness.
ii. No benefits will be payable for any condition(s) which is a direct or indirect result of any pre-existing conditions unless Life Assured has disclosed the same at the time of proposal or date of revival whichever is later and the Company has accepted the same.
iii. Any covered event or its signs or symptoms having occurred within the waiting period.
iv. Existence of any Sexually transmitted diseases,
v. Self-inflicted injuries, suicide, insanity, and deliberate participation of the Life Assured in an illegal or criminal act with criminal intent.
vi. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a medical practitioner.
vii. Radioactive contamination due to nuclear accident.
viii. Any illness due to a congenital defect or disease which has manifested or was diagnosed before the Insured attains aged 17.

[If Hospital Benefit is chosen by the Policyholder, the following text will be included]

9. Exclusion for Hospital Benefit:

In addition to the exclusions of listed conditions mentioned above, following exclusions will be applicable to Hospital Benefit:

i. Any treatment of a donor for the replacement of an organ.

ii. Ayurvedic, Homeopathy, Unani, Yoga and naturopathy, Siddha, reflexology, acupuncture, bone-setting, herbalist treatment, hypnotism, rolfing, massage therapy, aroma therapy or any other treatments other than Allopathy / western medicines.

10. Exclusions for Permanent Disability due to Accident

i. PD due to accident should not be caused by the following:
- 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 except under the direction of a medical practitioner; or
- Engaging in aerial flights (including parachuting and skydiving) other than as a fare paying passenger or crew on a licensed passenger-carrying commercial aircraft operating on a regular scheduled route; or
- The Life Assured with criminal intent, committing any breach of law; or
- Due to war, whether declared or not or civil commotion; or
- Engaging in hazardous sports or pastimes, e.g. 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.

ii. 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 PD of the Life Assured. In the event of PD of the Life Assured after 180 days of the occurrence of the accident, the Company shall not be liable to pay this benefit.

iii. The Company shall not be liable to pay this benefit in case PD of the Life Assured occurs after the date of termination of the policy.

11. Loan

We will not provide loans under this Policy.

12. Riders

No riders are available under this Policy.

13. Addition of Family member

Spouse cannot be added to this policy after inception. No other person can be included in this policy except spouse.

14. Removal of Family member

The removal of a Family Member can occur due to death of the Life Assured or on divorce. Such revision shall be carried out subject to receipt by the Company of the proof of the event and subject to the fulfilment of the norms of the Company in this regard. Such change shall be effective from the next premium due date with revision of premium.

15. To whom benefits are payable

Benefits are payable to the Policyholder or to the assignee(s) where an endorsement has been recorded in accordance with Section 38 of the Insurance Act, 1938 and as

amended from time to time. 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 and as amended from time to time), 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 under the Policy subject to:

a) Our satisfaction of the benefits having become payable on the happening of an event as per the Policy terms and conditions,
b) The title of the said person or persons claiming payment.

PART E – Not Applicable

PART F

General conditions

1. Age

We have calculated the premiums under the Policy on the basis of the Ages of the Life Assureds as declared by You in the Proposal Form. In case if the age proof of any or both of the Life Assureds were not submitted at the time of Proposal, You will be required to submit such Age proof(s) of the Life Assureds acceptable to Us, and have the Age admitted.

If the Age of one or both of the Life Assureds has been misstated, 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, We will cancel the Policy and refund the premiums paid (without interest) under the Policy after adjustment against the paid benefits. The Policy will terminate on the said payment.

b) If the Correct Age of the Life Assured makes him eligible for this Policy, revised Premium depending upon the Correct Age will be payable. Difference of premium from inception will be collected with interest, if age declared is higher and excess premium collected will be refunded without interest, if age is found to be lower.

The provisions of Section 45 of the Insurance Act, 1938 as amended from time to time as may be applicable.

2. Nomination

Nomination shall be as per Section 39 of the Insurance Act, 1938 as amended from time to time. You shall provide for nominee details, to whom money secured by the policy shall be paid in the event of Your death, only where the policyholder and the life assured are same. Please refer to Appendix I for details on this section.

3. Assignment

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

4. Non-Disclosure, Fraud and Incontestability

Non-disclosure, Fraud and Incontestability will be applicable as per Section 45 of the Insurance Act, 1938 as amended from time to time. Please refer to Appendix 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. Communication address

Our communication address is:

Address:	**Customer Service Desk** ICICI Prudential Life Insurance Company Limited, Ground Floor & Upper Basement, Unit No. 1A & 2A, RahejaTipco Plaza, Rani Sati Marg, Malad (East), Mumbai- 400097 Maharashtra.
Telephone:	1860 266 7766
Facsimile:	+91-22-42058222
E-mail:	lifeline@iciciprulife.com

We expect You to immediately inform Us about any change in Your address or contact details.

6. Electronic transactions

All transactions carried out by You through Internet, electronic, call centres, tele-service operations, computer, automated machines network or through other means of communication will be valid and legally binding on Us as well as You.

This will be subject to the relevant guidelines and terms and conditions as may be specified by Us.

7. 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 all differences or disputes arising in relation to this Policy.

8. Legislative changes

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

The Policy terms and conditions may be altered based on any future legislative or regulatory changes.

9. Payment of claim

For processing a claim under this Policy, We will require the following documents (as may be relevant):

a. Claimant statement form
b. Original Policy Document
c. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries
d. A precise diagnosis of the treatment for which a claim is made
e. Cancelled Cheque for processing electronic payment

In addition, the Company may call for additional documents which are deemed by the Company to be relevant.
Claims documents from outside India are only acceptable in English language, unless specifically agreed otherwise, and duly authenticated.

The claim is required to be intimated to us along with all necessary claim documents required within 180 days from the date of diagnosis of the condition. However, we may condone the delay in claim intimation, if any, where the delay is proved to be for reasons beyond the control of the claimant.

Claim payments are made only in Indian currency in accordance with the prevailing Exchange control regulations and other relevant laws and regulations in India. In case the Claimant is unable to provide any or all of the above documents, in exceptional circumstances such as a natural calamity, the Company may at its own discretion conduct an investigation and may subsequently settle the claim.

A claim under this policy shall either be paid to You or be disputed, giving all the relevant reasons, within 30 days from the date of receipt of all relevant documents and requirements as raised by Us. However, if there is a need to initiate further investigation in Our opinion, we shall complete such investigation not later than 6 months from the time of lodging the claim. The indicated timelines are in line with the IRDAI regulations and may subject to change basis directions received from the Authority from time to time.

Subject to the provisions of Section 47 of the Insurance Act, as amended from time to time, wherein the claim is on hold due to lack of proper identification of the payee, We shall hold the amount for the benefit of the payee and such claim amount shall earn interest at the rate then applicable to a savings bank account with a scheduled bank. The interest shall be computed starting from 30th day post submission of all documents and information as called for by Us. Where there is a delay on our part in processing a claim for any other reason, We shall pay interest on the claim amount at a rate which is 2% above the prevalent bank rate at the beginning of the financial year in which the claim is reviewed.

10. Issue of duplicate policy

We shall issue a duplicate of Policy document, on receipt of a written request 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.

11. Amendment to Policy Terms and Conditions

Any variations, modifications or amendment of the Policy Terms and Conditions shall be subject to regulatory approvals and shall be communicated to you in writing.

PART G

Grievance Redressal Mechanism & List of Ombudsman

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.

Alternatively You may communicate with Us at the customer service desk whose details are mentioned above.

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 or 1860 266 7766.

Address: ICICI Prudential Life Insurance Co. Ltd.
Ground Floor & Upper Basement,
Unit No. 1A & 2A, RahejaTipco Plaza,
Rani Sati Marg, Malad (East),Mumbai- 400097
Maharashtra.
For more details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

ii. Senior Grievance Redressal Officer:

If You do not receive any resolution or if You are not satisfied with the resolution provided by the GRO, You may write to Our Senior Grievance Redressal Officer (SGRO) at smgro@iciciprulife.com or 1860 266 7766.

Address: ICICI Pru Life Towers, 1089,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai-400025

For more details please refer to the "Grievance Redressal" section on www.iciciprulife.com.

iii. Grievance Redressal Committee:

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

Address: ICICI Pru Life Towers, 1089,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai-400025

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

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO:155255
Email ID: complaints@irda.gov.in
You can also register your complaint online at http://www.igms.irda.gov.in/
Address for communication for complaints by fax/paper:
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli,
Hyderabad – 500032

2. 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 Rule 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made only if:

- The grievance has been rejected by the grievance redressal machinery of the Insurance Company;
- A period of one year from the date of rejection by the Insurance Company has passed; and
- If any other judicial authority has not been approached.

In case if You do not receive any reply or if You are not satisfied with Our decision/ resolution, You may approach the Insurance Ombudsman if the grievance pertains to:

- Any partial or total repudiation of claims;
- The premium paid or payable in terms of the Policy;
- Any claim related dispute on the legal construction of the Policy in so far as such dispute relate to claims;
- Delay in settlement of claims; or
- Non-issue of Policy document to customers after receipt of premiums.

A complaint is required to be made in writing to the office of the Insurance Ombudsman giving full details of the complaint and the contact information of complainant.

We have given below the details of the existing offices of the Insurance Ombudsman. You may approach the respective Ombudsman as per Your location.

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

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd floor, Ambica House,	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

	Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	
BENGALURU	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 – 560025 Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor 6, Malviya Nagar, Opp Airtel Office Near New Market, Bhopal - 462 023 Tel.:- 0755-2769201/202 Fax:- 0755-2769203 Email:- bimalokpal.bhopal@gbic.co.in	Madhya Pradesh and Chattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/6468 Fax:- 0172-2708274 Email:-bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and UT of Chandigarh.
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668/24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23237532/23239633 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.
GUWAHATI	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

	Tel.:- 0361-2132204/2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	
HYDERABAD	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.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of the Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 -2740363 Fax: 0141 -Bimalokpal.jaipur@gbic.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/9338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124340/22124339 Fax : 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	West Bengal, Bihar, Sikkim, Jharkhand and Andaman and Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330/1 Fax:- 0522-2231310 Email:- bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106552/6960 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15 Noida Distt - Gautam Buddh Nagar U.P - 201 301 Tel: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal 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, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel : 0612-2680952 Email:- bimalokpal.patna@gbic.co.in	Bihar and Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel: 020-41312555 Email: bimalokpal.pune@gbic.co.in	State of Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

Appendix I – Section 39 – Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended 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.

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. 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.

16. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied ~~except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39.~~ where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

Disclaimer: This is a simplified version of Section 39 of the Insurance Act, 1938 as amended from time to time. The policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

Appendix II – 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 there of 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

    Disclaimer: This is a simplified version of Section 38 of the Insurance Act, 1938 as amended from time to time. The policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.

Appendix 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 from time to time 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 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 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.

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

Disclaimer: This is a simplified version of Section 38 of the Insurance Act, 1938 as amended from time to time. The policyholders are advised to refer to The Insurance Act, 1938 as amended from time to time for complete and accurate details.