

**ING Group Term Life**  
**UIN 114N012V02**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS**

**1.1 Definitions**

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

**Accident** An accident is a sudden, unforeseen and involuntary event caused by external and visible means.

**Accidental death** covers death, which results directly from Accident and occurs within 90 days of the date of Accident.

**Active Service** shall mean employees employed with the Policyholder on a full time permanent basis and who are actively working on a day which is one of the Policyholder's scheduled work days and are performing in the customary manner all the regular duties of his employment with the Policyholder on a full-time basis that day either at one of the Policyholder's business establishments, or at some location to which the Policyholder's business requires him to travel. An employee will be considered in Active Service on a day, which is not one of the Policyholder's scheduled workdays only if he was performing in the customary manner all of the regular duties of his employment on the preceding scheduled workday.

**Active Member** is an individual who is a member of the organization who is active and participates in its day-to-day activities. The active member must hold some sort of basic position, qualification, etc. as defined by the organization under its eligibility criteria and should have meet all the obligations and conditions required to be an active member. He should be active at work on the Risk commencement date..

**Active Service Certificate** is the certificate issued pursuant to Section 3 (3) (iii) of this Policy.

**Active Member Declaration** shall mean a statement provided by an Active Member he/she is active and performing his daily activities and all his obligations as usual on the Risk Commencement date. In the event if the member is suffering from any illness, injury or maternity case the Risk cover shall not commence until the member has recovered and is capable of performing his/her regular duties on a full time basis and also subject to signing a health declaration which is to be countersigned by the organization

**Actively At Work** means if on the Risk Commencement Date, the member is performing in the usual way, all of the regular duties of his/her job on a full time basis. If the member is absent on the date the coverage commences, due to illness, injury or maternity the coverage shall not commence until the date of his/her joining to duties and performing in the usual way all of the regular duties of his/her job on a full time basis and subject to signing a health declaration which is to be countersigned by the employer.

**Additional Sum Assured** shall have the meaning assigned to it under Section 2 (iv) (b) and shall be the amount specified in the Coverage Schedule against the name of an Insured Member as the additional sum assured payable to such an Insured Member.

**Age** shall be age as on last birthday on the Date of Commencement and as per Coverage Schedule,

**Annual Renewal Date** shall mean the anniversary date of the Policy.

**Basic Policy** is means and includes this document, Coverage Schedule, the signed Proposal Form, the Policy Schedule and any attached endorsements or supplements together with all addendums.

**Beneficiary** shall mean the person or persons who is eligible to receive money on behalf of the insured member in case of any event.

**Benefits** shall have the meaning assigned to it under Section 10 of this Policy.

**Benefit Expiry Age** is as stated in the policy schedule.

**Company** shall mean ING Vysya Life Insurance Company Limited.

**Coverage Schedule** shall mean Coverage Schedule appended to this Policy giving the details of the Insured Members covered under this Policy.

**Cover Cessation Date** is as stated in the policy schedule.

**Date of Lapse** shall have the meaning assigned to it under section 15 (i) of this Policy.

**Eligibility Criteria** shall mean the criteria required to be satisfied by an Eligible member as specified under Section 3 of this Policy.

**Eligible Member** shall mean a person who satisfies the Eligibility Criteria provided for in this Policy and on whose behalf the Policy Holder has made an Application for Cover to the Company

**Event** is anything that triggers the benefit payment within purview of this policy.

**Frequency of Premium Payment** shall mean annual, half yearly, quarterly or monthly payment of Premium as stated in the Frequency of Payment in the Schedule.

**Insured Members** shall mean an Eligible Member who is accepted by the Company and who is provided with cover and whose name appears in Coverage Schedule attached hereto and insured under this Policy.

**Master Policyholder** is the trustee or employer or sponsor as mentioned in the proposal form who is also the group administrator.

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

**Premium Due Date** shall mean the date on which Premium shall be due in accordance with the Frequency of Premium Payment in the Schedule.

**Policy** shall have the meaning as assigned to it in Section 2 (vi).

**Policy Commencement Date** shall mean the date from which this Policy commences and shall be as stated in the Schedule.

**Policy Year** shall mean a period of twelve (12) consecutive months starting with the Policy Commencement Date/Annual Renewal Date and ending with the day before the next Annual Renewal Date.

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

**Risk Commencement Date** shall mean the date from which the cover under this Policy commences for an Insured Member and shall be the date specified as the Risk Commencement Date in Coverage Schedule.

**Schedule** shall mean the Schedule appended to this Policy and the same shall form part and parcel of this Policy.

**Sum Assured** shall have the meaning assigned to it under Section 2 (iv) (a) and shall be the amount specified in the Coverage Schedule against the name of an Insured Member as the Sum Assured payable to such an Insured Member

**Free Cover Limit (FCL)** shall mean the amount of insurance or sum assured, which the company shall provide to a member without any medical underwriting

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

In this Policy, where consistent with the contents, the singular shall include the plural and the plural the singular and words importing the masculine gender shall include the feminine gender.

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

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

## 2. BASIC POLICY CONTRACT

- (i) This group term life insurance Policy contract is entered into by the Company with Master Policy Holder (hereinafter called the "the Policy Holder") identified in the Schedule to this Policy and the Policy Holder shall hold this Policy contract and all Benefits payable hereunder upon trust for the Benefit of the Insured Members in accordance with this Policy and as per the details in Coverage Schedule hereto. This Policy witnesses a contract between the Policy Holder and the Company.

- (ii) This Policy is issued pursuant to a Proposal made to the Company by the Policy Holder which is supported by an application for cover completed and signed by the Policy Holder on behalf of the persons for whose Benefit the Policy is effected
- (iii) The cover for each Insured Member under this Policy shall come into effect on the Risk Commencement Date as identified in Policy Schedule upon due receipt by the Company of all Premiums payable by the Policy Holder.
- (iv) Subject to the payment of Premium to the Company and subject to any restrictions or qualifications referred to in this Policy:
  - (a) If an Insured Member dies during the Policy Year the amount specified in the Coverage Schedule as the amount of the Sum Assured for such Insured Member shall become payable to the Beneficiary of the Insured Member.
  - (b) If Accidental Death of an Insured Member occurs during the Policy Year the amount specified in the Coverage Schedule as the Additional Sum Assured (if opted by the Policyholder), for such Insured Member shall become payable to the Beneficiary of the Insured Member. However, the maximum Benefit payable by the Company on Accidental Death of an Insured Member under all policies put together issued by the Company, shall, at all times, be limited to a total of Rs.50,00,000/- (Rupees Fifty Lakhs only).
- (v) A discharge or receipt issued by the Beneficiary or its duly authorized representative shall be a good, valid and sufficient discharge of the Company's liability in respect of payment of the Benefits.
- (vi) This Policy shall mean this entire agreement consisting of Terms and Conditions applicable to Basic Policy, and Riders, if any, attached to the Basic Policy, Conditions to be satisfied to become an Insured Member, the Riders attached to the Policy, the Schedule, Coverage Schedule, any supplementary contracts or endorsements, any amendments signed by the Company, the Proposal of the Policyholder, the Application for Cover of the Insured Members, which together with any other information, statements by Policy Holder or Insured Members shall constitute the entire contract between the parties.

### 3. ELIGIBILITY CRITERIA

1. Only a person who satisfies the below mentioned Eligibility Criteria and is aged less than the Benefit Expiry Age ("an Eligible Member") can be covered under this Policy for the Benefits described under this Policy as per Coverage Schedule.
2. An Application for Cover shall be made in writing by the Policy Holder on behalf of the Eligible Member within thirty (30) days from the date on which Eligible Member satisfies the Eligibility Criteria and Application for Cover failing which the Policy Holder shall furnish, at his own expense, evidence of his insurability which is satisfactory to the Company.
3. (i) The Application for Cover must provide the true and correct Member information in respect of an eligible Member which is required by the Company.
  - (ii) The Application for Cover and details of Member Information shall be in a Performa provided by the Policy Holder and acceptable to the Company and shall state that the eligible Member is 'at Active Service' or 'an Active Member' as on:
    - a. The Policy start date (or, if not a normal business day, the last normal business day before the Policy start date); and
    - b. The day he or she first satisfies the Eligibility Criteria
  - (iii) The application shall be accompanied by a confirmation by the Policy Holder that such person is 'at Active Service' or 'an Active Member' by an "Active Service Certificate" or "Active Member Certificate" issued by the Policy Holder.
  - (iv) Upon acceptance by the Company of the Application for Cover of the Eligible Member, such Eligible Member shall become an Insured Member in accordance with the terms of this Policy and as per Coverage Schedule amended by the Company from time to time.
  - (v) When considering an application for cover, the Company may request medical and other information of the Eligible Member. Until the Company accepts the application no cover shall apply. If the Company accepts an application, the Company will intimate the Policy Holder of its acceptance.
4. Member shall be Actively at Work.

### 4. INSURED MEMBERS

- (i) An Eligible Member who satisfies the Eligibility Criteria in Section 3 above shall be covered under this Policy as an Insured Member and such Insured Member shall be eligible for cover under this Policy from the Risk Commencement Date as specified in the Policy Schedule.
- (ii) Insured Members whose membership has been terminated and who re-apply for membership shall be considered as new Insured Members upon acceptance by the Company. The Company reserves the right to request and review evidence of health for any Eligible Member electing to apply for cover. The extent and terms of the cover will be determined by the Company, based on the medical evidence required.
- (iii) An Insured Member must continue to satisfy the Eligibility Criteria to retain his/her membership failing which he/she shall no longer be an Insured Member covered under this Policy.
- (iv) An Insured Member who ceases to be in 'at Active Service' or 'an Active Member' shall cease to be an Insured Member
- (v) In case of any person who becomes an Eligible Member during the policy year, the cover shall commence from the date the Company communicates the acceptance of cover on the Eligible Members life, after the Company has received the "Active Service Certificate" or "Active Member Declaration" and premium in respect of such member.

## 5. COVER CESSATION

The insurance hereunder of any Insured Member shall automatically cease on the earliest of the following dates unless and otherwise Member has opted for a Continuation Option:

- a) The date of death of the Insured Member;
- b) The date on which this Policy is terminated;
- c) The date of the expiration of the period for which the last Premium payment is made on account of the Insured Member's insurance;
- d) The date on which Insured Member ceases to be a member of the group as defined in the Policy Schedule;
- e) The date of expiry of the Grace Period for the payment of the premium due;
- f) The date communicated to the Policyholder by the Company as the date the Policy ceases on account of war, or an act of war, such date being determined at the discretion of the Company.

## 6. PREMIUM

- (i) The Company shall inform the Policy Holder of the amount to be paid by the Policy Holder to the Company as premium under this Policy (the "Premium"), the date on which the Premium is to be paid (the "Premium Due Date") and the frequency of payment of Premium (the "Frequency of Premium Payment"). The Premium, the Premium Due Date and the Frequency of Premium Payment shall be as reflected in the Policy Schedule.
- (ii) In consideration of the Policy Holder making payment to the Company of the Premium, the Company shall pay to the Policy Holder for the Benefit of the Insured Member entitled thereto, the Benefits described in this Policy, subject only to the terms of the Policy,
- (iii) Notwithstanding the date of the proposal and the date on which this Policy is signed viz. the Policy Commencement Date as shown in the Policy Schedule, coverage and Benefits under this Policy as regards Insured Members shall commence only on the Risk Commencement Date as shown in Policy Schedule against the name of each Insured Member,
- (iv) The first installment of Premium payable under this Policy shall be payable by the Policy Holder to the Company prior to the Policy Commencement Date. The Policy Holder shall make payment of the Premium due on each Premium Due Date in accordance with the Frequency of Payment of Premium or within the Grace Period on such terms and conditions acceptable to the Company. If the Premiums due are not paid within the Grace Period, the Policy lapses. The Date of Lapse shall be the due date of the earliest unpaid Premium. The Company shall immediately thereon, cease to be liable to pay any Benefits under such lapsed Policy,
- (v) The Policy Holder shall :
  - a) Pay to the Company the Premium in advance.
  - b) Be entitled to a partial refund of Premium, as determined by the Company, which will be given if an Insured Member ceases to be an Eligible Member during the Policy Year.
- (vi) If death occurs during the Grace Period, the death claim shall become payable subject to the receipt of the due and unpaid Premium or renewal Premium for the entire group from the Policyholder,

## 7. OBLIGATIONS OF POLICY HOLDER

- (i) The Policy Holder must provide the Company with such information, data and evidence as the Company considers necessary in such form as the Company requests. All documents furnished to the Policyholder by any Insured Member in connection with this Policy, and other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Company at all reasonable times.
- (ii) The Policyholder shall maintain a record with respect to each Insured Member under this Policy and shall maintain the list of nominees for all Insured Member.
- (iii) In the event of any change in the name or other particulars of an Insured Member during a Policy year, the Policy Holder must inform the Company of the change within 30 days of being informed of the same by the said Insured Member or on the Policy Holder becoming aware of the same, whichever is earlier.
- (iv) In the event of an Insured Member ceasing to be eligible, the Policy Holder must inform the Company of that event, within 30 days of that event.
- (v) In the event of any person becoming an Eligible Member after the Effective Date, the Policy Holder must inform the Company within 30 days of that event.
- (vi) If in respect of an Insured Member any information, data or evidence given to the Company proves to be incorrect, the particular Benefit in respect of such Insured Member shall be rendered voidable, at the instance of the Company, provided always that nothing shall be construed as amounting to waiver of a right of the Company unless specifically stated in writing.
- (vii) It shall be the responsibility of the Policyholder to ensure that the personal information provided to the Company is accurate. The Policyholder shall indemnify and keep indemnified the Company against any and all losses, costs, expenses, actions, proceedings suffered by the Company as a result of the Policyholder's failure to carry out the aforesaid.
- (viii) The Company shall not be liable for any loss of Benefit resulting from errors in or omissions from any information, data or evidence given to the Company.
- (ix) The Company shall not admit a Claim in respect of an Insured Member under this Policy unless it receives the information from the Policy Holder about the death of the Insured Member within 30 days of the occurrence of that event and unless the Claim is in the prescribed form accompanied by all the relevant documents and any additional information required by the Company and the same is received at the Registered Office of the Company within 180 days from the date of death. The Company will only accept a death certificate issued by a person duly authorized to issue a death certificate.
- (x) All the documents should be provided within 180 days from the date of intimation of death, failing to which claims will be treated as void and no benefits will be payable.
- (xi) Delay in intimation of claim or submission of documents for the reasons beyond the control of the Eligible Person may be condoned by the Company.

## 8. COMMENCEMENT OF INSURANCE

The Company shall grant Insurance in accordance with this Policy in respect an Eligible Member who is accepted by the Company as an Insured Member on the Risk Commencement Date.

## 9. BENEFITS

Subject to the terms of this Policy, Benefits shall mean the amounts specified in the Coverage Schedule against the name of an Insured Member (including the Sum Assured, Additional Sum Assured and such other amounts as per Riders attached to this Policy, if applicable) as the amounts payable by the Company to an Insured Member under this Policy (the "Benefits"). Benefits shall be payable by the Company to the Policy Holder for the Benefit of the Beneficiary of the Insured Member.

## 10. EXCLUSIONS

- (i) Employer-Employee Group – Cover as provided by the Employer  
The suicide clause will not be applicable to 'Employer-Employee' group. Thus in case of death due to suicide within one year from the effective date of coverage or the entry date as the case may be, full death benefit would be payable.

#### Non-Employer-Employee Groups:

In the event of death of the life assured during the first year of membership due to suicide, the benefit amount under the policy is limited to 80% of the premium paid with respect to that member excluding service tax.

#### (ii) Exclusions, if opted for Accidental Death Benefit

For Base cover there are no other exclusions other than those mentioned above under 10 (i). If there is an optional accidental death cover then the following exclusions are applicable on the accidental cover:

Where the death is caused by an accident occurring directly or indirectly as a result of:

- (a) Any disease or infection
- (b) Intentional self-inflicted injury, suicide or attempted suicide, while sane or insane
- (c) Life assured being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a qualified and registered medical practitioner
- (d) War (Declared or undeclared), invasion, civil commotion, riots, revolution or any war-like operations
- (e) Participation by the life assured in any flying activity, except as a bonafide passenger in a commercially licensed aircraft
- (f) Participation by the life assured in a criminal or unlawful act
- (g) Any injury incurred before the Risk Commencement Date
- (h) Participation in hazardous sports, hobbies or pastimes including (but not limited to) racing, parachuting, mountaineering etc
- (i) Atomic energy explosion or radiation of any kind

No Benefits shall be paid and the Premium paid for such Insured Member shall be forfeited to the Company

### 11. BENEFICIARIES

- (i) Each Insured Member shall, using the forms provided by the Policy Holder, designate a nominee or nominees to whom the Benefits under this Policy shall be payable in the event of death and such designation shall be filed with the Policyholder.
- (ii) If at the death of the Insured Member there be no designated nominee or nominees filed with the Policyholder, or if such nominee or nominees predecease such Insured Member, the Benefits shall be payable to the legal heir of the Insured Member.
- (iii) During the Insured Member's lifetime, he shall be entitled to change the nominee by written notice to the Policyholder. Such change shall take effect on receipt of such notice by the Policyholder.

### 12. ASSIGNMENTS

No part of the Benefits available under this Policy shall be subject to assignment or encumbrance by the Policy Holder or any Insured Member or his nominees or to garnishment or attachment by his or their creditors.

### 13. NOMINATIONS

The provisions of nomination are governed by section 39 of the Insurance Act 1938. The Life Assured, where he is the Policyholder, may, at any time during the currency of this Policy, make a nomination for the purpose of payment of Benefits in the event of his death. Where the nominee is a minor, the Policyholder shall also appoint a person to receive the money during the minority of the nominee. Nomination may be made by an endorsement on the Policy and by communicating the same in writing to the Company. Any change of nomination, which may be effected before the termination of the Policy shall also be communicated to the Company. In registering a nomination, the Company does not accept any responsibility or express any opinion as to its validity or legal effect

Nomination particulars will be called for as per the rules of the individual schemes of groups.

### 14. PAYMENT OF PREMIUMS AND GRACE PERIOD

- (i) Premiums are payable to the company on the due dates as specified in the Policy Schedule.
- (ii) The total premium due under this policy on the effective date of coverage or on the subsequent annual date of renewal shall be calculated according to (i) the total number of members as on the effective date of coverage or relevant annual date of renewal as the case may be; and (ii) the premiums payable under the policy in respect of the member/s.
- (iii) Provided that if any person is admitted as a member policy after the effective date of coverage on any date, other than the annual date of renewal, a proportionate premium shall become payable to cover the period from the Entry Date to the next annual date of renewal.
- (iv) A Grace Period of fifteen (15) days (for Monthly mode) and thirty (30) days (for Quarterly and Half-Yearly modes) of premium payment, from the Premium payment due date will be allowed for payments of each premium. There is no grace period in respect of Annual mode.



- (v) If death of an insured member occurs during the Grace Period, the death claim shall become payable subject to the receipt of the due and unpaid premium or renewal premium for the entire group from the Policyholder,
- (vi) If the Premium is not paid within the Grace Period, the Policy shall lapse and have no further value.
- (vii) All premiums are subject to applicable taxes including service tax which shall be to the account of the policyholder and shall be recovered following the prescribed procedure.

#### **15. RENEWAL PRIVILEGE AND PAYMENT OF PREMIUM**

- (i) This Policy is issued for the term of one year and shall be renewed on the Annual Renewal Date provided that the Company receives the renewal Premium in advance as intimated by the Company and the Company communicates its renewal of the Policy in writing
- (ii) The Company has the right to discontinue the Policy effective the Annual Renewal Date, by giving 30 days prior notice in writing to the Policy Holder.
- (iii) The Company has the right to vary this Policy effective the Annual Renewal Date, by giving 30 days prior notice in writing to the Policy Holder
- (iv) The Premium payable under this Policy shall be payable by the Policy Holder to the Company in advance prior to the Annual Renewal Date. 30 days before the Annual Renewal Date, the Company shall advise the Policy Holder of the Premium due. In order to renew the Policy, the Policy Holder shall make payment of the Premium due on the Annual Renewal Date or if specifically permitted by the Company within 30 days from the Annual Renewal Date on such terms and conditions acceptable to the Company. The Company may at its discretion further permit the Policy Holder to remit the Premium due after 30 days of the Annual Renewal Date upon payment by the Policy Holder of interest at a rate determined by the Company from time to time for a period not exceeding 60 days.

#### **16. LAPSING**

- (i) If the Policy Holder fails to make payment of the Premium due within the Grace Period, this Policy shall lapse. The Date of Lapse shall be the due date of the earliest unpaid Premium (the "Date of Lapse").
- (ii) If the Premium is not paid within the Grace Period, the Policy shall lapse and no benefits shall be payable.

#### **17. FORFEITURE IN CERTAIN EVENTS AND MISSTATEMENT**

- (i) In case any conditions applicable to this Policy have been contravened or violated or it is found that any untrue or incorrect statement is contained in the Proposal, Declaration or any personal statement and connected documents or any material information is withheld, then in any such case but subject to the provisions of section 45 of the Insurance Act 1938, the Policy shall become null and void and all monies received by the Company under this Policy shall stand forfeited to the Company and the Company shall be relieved and discharged from all its obligations under this Policy including inter alia from its obligations to pay Benefits under this Policy.
- (ii) If the age or date of birth or other relevant facts relating to an Insured Member shall be found to have been misstated and if such misstatement affects the scale of Benefits or has anything to do with the terms and conditions of this Policy, the true age and facts shall be used in determining whether insurance is in force under the terms of this Policy and the Benefits payable there from, and an equitable adjustment of Premiums shall be made.
- (iii) Where a misstatement of age or other relevant facts has caused an Insured Member to be insured hereunder when he is otherwise ineligible for any insurance, or where such statement has caused an Insured Member to remain insured when he would otherwise be disqualified in accordance with the terms and limitations of this Policy, his entire insurance shall be void and there shall be a return of Premiums paid in respect of the Insured Member, provided always that where there is fraud on the part of the Policyholder or Insured Member, no Premiums paid are to be returned.

#### **18. CHANGE IN PREMIUM RATE**

The Company shall have the right to change the rate, at which the Premiums shall be calculated,

- (a) On any Annual Renewal Date, and
- (b) When the risks being insured against under the Policy have significantly increased, and provided further that the Company notifies the Policyholder at least thirty (30) days in advance of such Premium Change

#### **19. RIDERS**

The company proposes to develop Riders in the future. Such riders, as approved by the regulator, may be attached to the product.

#### **20. CLAIMS**

- (1) In the event of claim under this Policy the Company must receive a written notice of claim within 30 days of death of the Life Assured with the following documents:

- (i) **Death Claim**

- (a) Claim Form
- (b) Death Certificate – Original – from competent authority
- (c) Hospitalization documents (Discharge summary, all investigation reports) if Life assured has taken treatment for illness leading to death
- (d) Certificate of Insurance in case of Non employee – employer groups

**(ii) In case of unnatural deaths including accidents, in addition to the above, the following:**

- (a) Copies of FIR (First Information report, Final Investigation report) duly attested by police officials
- (b) Copy of post-mortem report duly attested by police officials

(2) Provided that the Company reserves the right to call for any additional documents that it deems necessary depending upon the facts and circumstances of each claim.

**21. POLICY NON-PARTICIPATING**

This is a non-participating Policy and therefore, no bonuses will accrue under this Policy

**22. CURRENCY OF PAYMENT**

All amounts payable either to or by the Company will be paid in Indian Rupees.

**23. FREE LOOK PERIOD**

In case the Policy Holder disagrees with any of the terms and conditions of the Policy, the Policy Holder has the option to cancel the Policy by writing to the Company stating the reasons for disagreement with the Policy terms and conditions and return the original Policy document to the Company within 15 days of the receipt of the Policy Document. In case of such cancellation, the Premiums paid will be refunded after deducting the medical examination fees (if any), stamp duty charges and proportional charges towards Insurance risk cover.

**24. MODIFICATION**

No change in this Policy shall be valid unless approved by the Company and evidenced by the endorsement hereon, or by amendment hereto signed by the duly authorized official of the Company.

**25. APPLICABLE LAW AND LEGAL PROCEEDINGS**

- (i) This Policy, and all rights, obligations and liabilities arising hereunder, shall be construed and determined and may be enforced in accordance with the laws of India. The jurisdiction for any disputes that may arise on the Policy shall be the Courts of law within whose territorial jurisdiction the registered office of the Company is situated
- (ii) No action in law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after proof of claim has been filed in accordance with the requirement of the Policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of time within which proof of claim is required by this Policy.

**26. REVIEW, REVISION**

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

**27. RELEASE AND DISCHARGE:**

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

**28. TAXES, DUTIES AND LEVIES AND DISCLOSURE OF INFORMATION:**

This Policy, and the Benefits and the surrender value payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties or levies including without limitation any value added, service tax or other taxes (collectively "Taxes") as may be imposed now or in future by any authority on the Premiums, Charges and Benefits shall be borne and paid by the Policyholder or the Eligible Person, as the case may be or deducted



by the Company from the Premium received or Benefits payable. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, the Company shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or regulatory authorities. In any case where the Company is obliged to disclose to the revenue or other regulatory authorities any information concerning the Policy, including information concerning the Premium and the Benefits under this Policy, the Company shall be entitled to disclose the required information to the appropriate governmental or regulatory authorities.

**29. NOTICE BY THE COMPANY UNDER THE POLICY:**

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

**30. GRIEVANCE REDRESSAL /COMPLAINTS: CONTACT INFORMATION FOR FEEDBACK, COMPLAINTS & GRIEVANCES REDRESSAL**

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

**Level 1**

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

**Level 2**

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

Complaints Officer

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

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

**Level 3**

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

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

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

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

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

**31 ENTIRE CONTRACT**

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

### **32 GOVERNING LAW AND JURISDICTION**

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

### **33 RISK FACTORS**

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

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

### **34 CONSENT TO DISCLOSURE OF PERSONAL DATA**

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

### **SECTION 45: POLICY NOT TO BE CALLED IN QUESTION ON GROUND OF MIS-STATEMENT AFTER TWO YEARS**

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

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal

**INSURANCE OMBUDSMAN CENTRES**

<b>CONTACT DETAILS</b>	<b>JURISDICTION</b>
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:-ins.omb@rediffmail.com	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:-bimalokpalbhopal@airtelmail.in	States of Madhya Pradesh and Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:-ioobbsr@dataone.in	State of Orissa.
<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.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:-chennaiinsuranceombudsman@gmail.com	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:-iobdelraj@rediffmail.com	States of Delhi and Rajasthan.
<b>GUWAHATI</b> Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- ombudsmanghy@rediffmail.com	States of 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,	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.

<p>A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-23325325/23312122 Fax:- 040-23376599 Email:-insombudhyd@gmail.com</p>	
<p><b>KOCHI</b> Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358734/759/9338 Fax:- 0484-2359336 Email:- iokochi@asianetindia.com</p>	<p>State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.</p>
<p><b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124346/22124339 Fax : 033-22124341 Email:-insombudsmankolkata@gmail.com</p>	<p>States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.</p>
<p><b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:-insombudsman@rediffmail.com</p>	<p>States of Uttar Pradesh and Uttaranchal.</p>
<p><b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/6552/6960 Fax:- 022-26106052 Email:- ombudsmanmumbai@gmail.com</p>	<p>States of Maharashtra and Goa.</p>

Coverage Schedule

S. No.	Name of Member	Unique ID	Gender	Age as on last birthday	Occupation/Designation	Average Salary/Income	Sum Assured In Force	Additional Sum Assured	Premium (Base)	Premium (Riders)	Risk Commencement Date	Nominee Name (If applicable)

## AMENDMENT FORM

<b>POLICY NUMBER:</b>	<<< POLICY NO >>>
<b>POLICY HOLDER:</b>	<<< POLICY HOLDER NAME >>>

### Section – 1: ADDITION DETAILS

Sr No.	Member ID	Member Name	Gender	Designation	Date of Birth (dd/mm/yyyy)	Date of Joining (dd/mm/yyyy)	SALARY	TYPE (Annual/Monthly/Basic)	SUM ASSURED	TYPE (Graded/Uniform/Category)

**NOTE:-** Before sending the details , please check that "NO Death Has Taken Place" for the members mentioned above, else provide us the details separately via mail

### Section – 2 : DELETION DETAILS

SR NUM.	MEMBER ID	MEMBER NAME	DATE OF BIRTH (dd/mm/yyyy)	GENDER	DESIGNATION	DATE OF DELETION (dd/mm/yyyy)	REASON FOR DELETION ( RESIGNATION / DEATH / RETIRE )

**IMPORTANT INSTRUCTION** -WE HEREBY ASSUME, THAT THE DELETION DETAILS PROVIDED ABOVE ,DOES NOT CONSIST ANY DEATH DETAILS , IF YES IT SHOULD BE MENTIONED IN THE COLUMN "REASON FOR DELETION" SEPARATELY.

### Section – 3 : SALARY UPDATION DETAILS

SR NUM.	MEMBER ID	MEMBER NAME	DATE OF BIRTH (dd/mm/yyyy)	DATE OF JOINING THE ORGANISATION	CATEGORY/ GRADE	PREVIOUS SALARY/ SUM ASSURED	REVISED SALARY/ SUM ASSURED	DATE OF SALARY REVISION (dd/mm/yyyy)
				FOR GRATUITY POLICYHOLDERS				

**NOTE:-** Before sending the details , please check that "NO Death Has Taken Place" for the members mentioned above, else provide us the details separately via mail

### Section – 4: Change in Policy-Member Details

SR NUM.	MEMBER ID	MEMBER NAME	DATE OF BIRTH (dd/mm/yyyy)	GENDER	PREVIOUS DETAILS	REVISED DETAILS	REMARKS

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Policy Holder's Signature: \_\_\_\_\_

(With company Seal)