

ING Guaranteed Income Insurance Plan

(UIN No.114N067V01)

TERMS AND CONDITIONS APPLICABLE TO THIS POLICY

1. **DEFINITIONS**

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

Age shall be age of Life Assured at entry based on Age Last Birthday and is stated in the Policy Schedule;

Benefits mean the applicable benefits payable in accordance with Clause 3 of the terms of this Policy;

Eligible Person means the Policyholder, including assignees under Section 38 of the Insurance Act, 1938, or nominees under Section 39 of the Insurance Act, 1938, or proving executors of administration or other legal representatives, as per the applicable Regulations;

Grace Period means the time granted by the Company from the due date for the payment of Premium without levy of any interest or penalty during which time the Policy is considered to be in force. The Grace Period so granted is 15 (fifteen) days for Monthly mode and 30 (thirty) days for all other premium payment modes from the respective Premium payment due date;

Guaranteed Death Benefit (GDB) means the amount of life insurance cover as specified in the Policy Schedule or such amount as may be endorsed on the Policy or the reduced death benefit as per the applicable terms of this Policy which is payable by the Company to the Eligible Person as per Clause 3.3 mentioned below;

<u>Guaranteed Income (GI)</u> means series of payouts as per the Payout Frequency specified in the policy schedule, calculated as a fixed percentage of the Sum Assured, payable to the policyholder as per clause 3.1 mentioned below subject to his survival during the Payout Term;

-First GI Date_means the date on which first Guaranteed Income (GI) installment shall be payable to the policyholder and that shall occur at the end of the first Payout Frequency after beginning of the Payout Term.

<u>-Last GI Date</u> means the date occurring at the end of the Payout Frequency of the Payout Term on which final Guaranteed Income (GI) installment shall be payable to the policyholder, coinciding with the policy maturity date at end of the Policy Term

Guaranteed Surrender Value (GSV) means the value accrued after payment of at least 1 (one) full year premium for all PPTs, as per clause 4.4.2. of the terms of this Policy

Guaranteed Maturity Benefit (GMB) refers to the maturity benefit mentioned in the Policy Schedule and payable to the policyholder as per Clause 3.2 mentioned below, subject to his survival till end of the Policy Term

<u>National Operations Office</u> 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,

handling, processing claims, surrender, maturity and activities related hereto.

Payout Frequency means either monthly or annual mode opted by the policyholder to receive Guaranteed Income installment, payable at end of frequency during the entire Payout Term

Payout Term means the period in years, which starts after end of the final year of PPT subject to last due premium being paid, during which Guaranteed Income installments are payable under the Policy, as specified in the Policy Schedule

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

<u>Policyholder</u> means the person as specified in the Policy Schedule

<u>Policy Commencement Date</u> is the Date, Month and Year the Policy comes into effect and is as specified in the Policy Schedule

<u>Policy Maturity Date</u> means the date on completion of the Policy Term as specified in the Policy Schedule

Policy Schedule means the Schedule issued by the Company and attached to and forming part of this Policy

Policy Term means the tenure of this Policy as specified in the Policy Schedule

Policy Year means a period of twelve (12) consecutive months starting from the Policy Commencement Date and ending on the day immediately preceding the following policy anniversary date and each subsequent period of twelve (12) consecutive months thereafter

<u>Premium</u> means the amount payable in a Policy Year on the due date as set out in the Policy Schedule

Premium Payment Term (PPT) means the period in years during which Premiums are payable under the Policy, as specified in the Policy Schedule

<u>Life Assured</u> means the person named as mentioned in the Policy Schedule, and on whose life the Policy has been taken in terms hereof

Regulations mean the laws and regulations in effect from time to time and applicable to this Policy, including without limitation the various circulars, regulations and directions issued by the Regulatory Authority from time to time

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



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

<u>Rider Benefits</u> means the Benefits payable under the Rider and mentioned in the Rider Policy

Rider Endorsement Letter or Endorsement on Addition of Rider means the letter issued by the company on a Policy Anniversary date to which the Rider Policy is attached to and forms a part of the Policy

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

<u>Sum Assured</u> means the amount specified as such in the Policy Schedule, or such amount as may be endorsed on the Policy

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

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

2. POLICY DESCRIPTION

ING Guaranteed Income Insurance Plan is the name of the life insurance product of the Company. It is a non-participating and non-linked life insurance policy. A non-participating policy does not entitle the Policyholder to any share in the surplus (profits) of the Company.

3. BENEFITS PAYABLE UNDER THIS POLICY

3.1. Guaranteed Income (GI)

Subject to the terms and conditions of this Policy and the Policy remaining in force and effect on the completion of the PPT, the company shall be liable to pay GI installments to the Policyholder. The first GI installment shall be payable on the First GI ate as per the opted Payout Frequency. Regular GI installments shall continue till the Last GI Date occurring at end of the Payout Term. However, GI is payable only during survival of the policyholder and future GI installment payout shall cease in the event of death of the Policyholder and Guaranteed Death Benefit shall be payable, as mentioned in 3.3. GI installments paid, if any, after death of the policyholder shall be recovered from the Guaranteed Death Benefit payable.

The policyholder shall be allowed to change the Payout Frequency subject to receipt of such intimation at least 6 months prior to the end of final year of the PPT. The default payout frequency shall be annual mode in case the policyholder has not specified any choice in the Proposal Form.

If the monthly GI installment amount is less than rupees two thousand per month, the GI installments shall be paid annually.

3.2. Guaranteed Maturity Benefit (GMB)

Subject to the terms and conditions of this Policy and the Policy remaining in force and effect on the completion of

the Policy Term, the Company shall pay to the Policyholder, the Sum Assured along with the final GI installment as the GMB, as shown below:

Guaranteed Maturity Benefit = Sum Assured along with Final Glinstallment

The Guaranteed Maturity Benefits opted by the policy holder as mentioned in the Policy Schedule is subject to payment of all the premiums due and payable. The Guaranteed Maturity Benefit shall be as determined at inception of the policy and cannot be changed during the Policy Term unless the Company at its sole discretion permits such change. The Guaranteed Maturity Benefit is payable on the policy maturity date at end of the Policy Term coinciding with the Last GI Date.

3.3. Guaranteed Death Benefit

Subject to the terms and conditions of this Policy and the Policy remaining in full force and effect, in the event of death of the Life Assured, the Company shall pay the GDB under the policy to the Eligible Person. The guaranteed Death Benefit is payable as mentioned in 3.3.1 below, across the policy term including the Payout Term.

3.3.1.GuaranteedDeath Benefit is equal to higher of 10 times the annualised premium (basic premium excluding service tax and excluding extra premiums, if any) or Sum Assured or 105% of sum of all premiums (basic premium excluding service tax and excluding extra premiums, if any) paid, as sown below:

GDB = Higher (10 times annual premium* or Sum Assured or 105% of premiums* paid)

*Premium: Premium equals to basic premium, excluding service tax and excluding extra premiums, if any

Policyholder shall have an option for the GDB benefit to be payable as Option A or Option B, as mentioned below under 3.3.1.1 and 3.3.1.2 respectively. He can change the Death Benefit option anytime during the Policy Term by intimating the Company at least two months prior to policy anniversary and the change will be effective from the next policy anniversary.

3.3.1.1.Option A: Lump Sum payment

Under this option the GDB is payable as a lump sum amount immediately on death of the life assured.

In case this policy shall have any outstanding loan or premiums due and payable or any GI installments already paid on/after date of death due to lack of intimation by the nominee, such amounts shall be recovered from the lump sum GDB payable, as explained n 3.3.1 above

3.3.1.2.Option B: Family Income Benefit (FIB)

This option is provided as a Family Income Benefit. If this option is availed, 110% of the original GDB value (as described above) will be payable to the Eligible Person, in equal installments over the period of 60 months, after death of the life assured provided there are no outstanding dues recoverable towards this policy.



In case this policy shall have any outstanding loan or premiums due and payable or any GI installments already paid on/after date of death due to lack of intimation by the nominee, net amount payable from the original GDB, as explained in 3.3.1 above, shal be derived after deducting outstanding recoverable, if any. The balance GDB amount shall be paid as FIB benefit after adding 10% to it.

3.3.2. Death during the Premium Payment Term (PPT):

GDB, as described in 3.3., shall be payable subject to 3.3.1.1 and 3.3.1.2. above.

3.3.3. Death during the Payout Term:

GDB, as described in 3.3. shall be payable subject to 3.3.1.1 and 3.3.1.2. above. However, future Guaranteed Income installment payouts shall cease immediately.

3.4. Requirements for maturity claims and death claims

- **3.4.1.** In the event of a claim for Maturity Benefit or Death Benefit arising under this Policy, the Eligible Person hall endeavor to intimate to the Company in writing of the claim and provide the following documents to the Company within 60 days of the claim arising, to enable the Company to process the claim:
- **3.4.1.1**. In case of maturity claims
 - a. Original Policy document
 - b. Discharge Form
 - c. Self-attested ID Proof, and
 - d. Bank account details
- **3.4.1.2.**In case of death claims, except death claims arising out of accidents or unnatural deaths
 - a. Death Certificate, in original, issued by the competent authority
 - b. Policy document, in original
 - c. Medical cause of death (Death Certificate) issued by doctor certifying death
 - d. Identification proof (bearing photo) of person receiving the benefit and the Life Assured
 - e. Medical treatment records (discharge summary / death summary, investigation reports, etc.) if Life

Assured has taken treatment for illness leading to his/her death.

- 3.4.1.3. In case of death claims arising out of accidents or unnatural deaths
 - a. Death Certificate, in original, issued by the competent authority
 - b. Policy document, in original
 - c. Identification proof (bearing photo) of person receiving the Benefit and the Life Assured
 - d. First Information Report, Inquest and the Final Investigation Report thereof, duly attested by concerned jurisdictional Police Official
 - e. Post Mortem Report duly attested by the concerned officials
- 3.4.2. Notwithstanding anything contained in Clauses 3.5.1.2 and 3.5.1.3 above, depending upon the cause or nature of the claim, the Company reserves the right to call for other and/or additional documents or information, including documents/information concern in the title of the person claiming the Death Benefit under this Policy, to the satisfaction of the Company, for processing of the claim.

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

3.5. Payment of Benefits

- **3.5.1.** Payment of the Benefits under this Policy shall be subject to deduction of any indebtedness arising out of outstanding Policy loans, interest due on such loans, etc/ unpaid premiums etc
- **3.5.2.** Payment of all the Benefits as shown in the Policy Schedule shall be subject to receipt by the Company of proof to its satisfaction
- **3.5.2.1.** If the Benefits having become payable as set out in this Policy and
- **3.5.2.2.** If the title of the person or persons claiming the Benefits and
- **3.5.2.3.** If the correctness of the Age of the Life Assured as stated in the Proposal, if not previously admitted.

3.6. Mode of payment of Benefits

- **3.6.1.** All Benefits and other sums under this Policy shall be payable in the manner and currency allowed/permitted under the Regulations and shall be payable by account payee cheque or other permissible modes.
- 3.6.2. The Company shall pay the applicable Benefits and other sums payable under this Policy at the Customer Services Centre at the Company National Operations Office in Bengaluru. Any discharge given by the Eligible Person, or by any person authorized by the Eligible Person in writing in respect of the Benefits or the sums payable under this Policy shall constitute a valid discharge to the company in respect of such payment. The Company liability under the Policy shall be discharged by such payment and the Company shall not be required to see the utilization of the monies so paid.

Apart from the benefits mentioned herein above in Clause 3 the Company shall not be liable to pay any other benefits to the Eligible Person.

4. PREMIUM UNDER THIS POLICY

4.1. Payment of Premiums: This Policy is issued subject to the Policyholder making prompt and regular payment of Premium for the Premium Payment Term and it shall be the responsibility of the Policyholder to ensure prompt and regular payment of the Premium. In case of monthly or quarterly or half-yearly premium payment mode, unpaid premiums payable during the policy year in which death occurs would be deducted from the death benefits payable.

In the event the policyholder makes a choice of monthly premium payment mode, three (3) months premiums shall be collected in advance on the date of commencement of the policy and adjusted towards the policy only on the due dates. These advance premiums shall be non-refundable, except in case of Free Look Cancellation of this policy.



4.2. Grace Period: A grace period of fifteen (15) days for Monthly mode and thirty (30) days for all other premium payment modes from the Premium payment due date will be allowed for payments of each Premium. The Regular Premiums are payable on the due date for payment and in any case not later than the Grace Period of 15/30 days from the due date. During the Grace Period, the Policy shall continue to be in force for availing the Death Benefit. Any unpaid Premium is deductible from the Benefits that may arise during the 15/30 day Grace Period. If the Premiums due are not paid within the Grace Period, the Policy will be eligible for non-forfeiture provisions as explained in Clause 4.4.

4.3. Reinstatement of the Policy

- **4.3.1.** Subject to the approval of the Company and the prevailing rules of the Company, this Policy, if lapsed, may be reinstated for full benefits during the premium paying term but within a period of two years from the first unpaid premium due date provided
- **4.3.1.1.** This policy can be revived within a period of two years from the first unpaid Premium due date. If it is not revived within two years the policy will lapse and no further benefit except paid up value, if any will be payable.
- 4.3.1.2. This Policy has not been surrendered for cash and
- 4.3.1.3. No claim has arisen under this Policy.
- **4.3.1.4.** Where required by the Company, a written application for reinstatement is received from the Policyholder by the Company, together with evidence of insurability and health of the Life Assured, to the satisfaction of the Company and
- **4.3.1.5.** All amounts necessary to reinstate this Policy including all arrears Premiums with interest / reinstatement charge as levied by the Company from time to time.
- **4.3.2.** Notwithstanding anything to the contrary contained elsewhere in this Policy, the Company reserves the right to reinstate the lapsed Policy either on its original terms and conditions or on such other or modified terms and conditions as the Company may specify or to reject the reinstatement. If needed the company may refer it to its medical examiner in deciding on reinstatement of lapsed policy. Subject to the provisions of Clauses 4.3.1 above, the reinstatement shall come into effect on the date when the Company specifically communicates it in writing to the Policyholder.

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

If the Premiums have been paid for at least two (2) full years in case of seven (7) years PPT and if at least three (3) full years premiums have been paid in case of more than seven (7) years PPT and the policy is not surrendered, then the policy will be eligible for a non-forfeiture benefit.

4.4.1. Reduced Paid up Value

If the Premiums have been paid for at least two (2) full years in case of seven (7) years PPT and if at least three (3) full years premiums have been paid in case of more than seven (7) years PPT, no further due premiums are paid and the policy is not surrendered, then the Policy will be eligible for a non-forfeiture benefit which shall be Reduced Paid-up Value.

4.4.1.1. Reduced Paid-up Death Benefit:

✓ In case of death of the life assured, the amount of the Reduced Paid-up Value for Death Benefit shall be determined by multiplying the Guaranteed Death Benefit with the ratio of the number of Premiums paid to the total number of Premiums payable during the Premium Payment Term, as shown below:

Reduced Paid-up	(Number of	x Guaranteed
value for	premiums paid)	Death Benefit
Death Benefit =	(Total Number of	
	premiums Payable	
	under the policy)	

✓ In case of death after the policy has acquired a Reduced Paid-up status, no Family Income Benefit will be payable. In such case, the Reduced Paid-up death benefit is paid and the policy terminates.

4.4.1.2. Reduced Paid-up Survival Benefit:

The amount of the Reduced Paid-up Value for Survival Benefit shall be determined by multiplying Guaranteed Income as applicable on the full sum assured with Paid-up value factor and the ratio of the number of Premiums paid to the total number of Premiums payable during the Premium Payment Term, as shown below:

Reduced Paid-up		(Number of premiums	x Guaranteed Income*
factor** Value		paid)	x Paid-up value
for Survival	=	(Total Number of premium:	5
Benefit		Payable under the policy)	

*Guaranteed Income as applicable on the full sum assured

**The paid-up value factor table is as follows:

✓ Premiums paid	✓ Paid-up value factor
✓ 2 to 4	✓ 50 %
✓ 5 to 6	√ 75 %
✓ 7 and above	✓ 100%

4.4.1.3 Reduced Paid-up Maturity Benefit:

The amount of the Reduced Paid-up Value for Survival Benefit shall be determined by multiplying full sum assured with the ratio of the number of Premiums paid to the total number of Premiums payable during the Premium Payment Term as shown below:

Reduced Paid-up		(Number of premiums paid)	Х	Sum Assured
Value for Maturity	=	(Total Number of		
Benefit		premiums Payable under		
		the policy)		

4.4.2. Surrender the Policy:

If at least one full year's premium is paid the GSV payable is 20% of premiums paid excluding the service tax and premium for extra mortality rating, if any.



For policies that have paid at least two (2) full years' premiums in case of seven (7) years PPT and at least three (3) full years' premiums in case of more than seven (7) years PPT, the Guaranteed Surrender Value (GSV) is payable equal to the GSV Factor times the total amount of premiums paid excluding the service tax and the premium for extra mortality rating, if any less the survival benefits already paid, if any.

The Policy cannot be surrendered after the death of the Life Assured. Upon Payment of the Surrender Value, the Policy shall stand terminated with no further Benefits payable under the Policy. The Company shall be relieved and discharged from all obligations under this Policy thereafter.

4.4.2.1 Surrender Value:

The Policy acquires a Surrender Value which is higher of Guaranteed Surrender Value or Special Surrender Value. The surrender benefits are payable immediately Pon surrender or at the end of the third policy year, whichever is later.

4.4.2.1.1 Guaranteed Surrender Value (GSV):

Guaranteed Surrender Value equals GSV Factor times the total amount of premiums paid excluding the service tax and the premium for extra mortality rating, if any less the survival benefits already paid, if any. GSV factor is based on the year in which the policy is surrendered as follows:

Policy Year	GSV Factor
2 to 3	30 %
4 to 7	50 %
8 to 10	60 %
11 to 12	70 %
13 to 14	80 %
15 and above	90 %

4.4.2.1.2 Special Surrender Value (SSV):

If the conditions as per section 4.4.2 have been fulfilled, the Policy may acquire a Special Surrender Value. The Special Surrender Value will be quoted only on receipt of a surrender request and are determined by the Company from time to time and is not guaranteed.

5. EXCLUSIONS:

Suicide: - In case the life assured commits suicide, while sane or insane, within one year from the date of commencement of policy or from the date of reinstatement of the lapsed policy, the company will not be liable to pay the benefits under the policy other than what is specified below:

- Death occurs within one year from policy commencement date: 80% of premium paid, excluding Service Tax.
- Death occurs within one year from reinstatement date: Higher of 80% of premiums paid, excluding service tax, till the date of death or the Surrender Value as available as on the date of death.

Lien: In case of minor lives aged below 12 years, life cover shall commence two years from date of commencement of policy. In case of such deaths prior to commencement of risk cover the death benefit shall be restricted to refund of premiums without interest.

6. GENERAL PROVISIONS:

6.1. Policy Loan:

At any time after three full years' premiums have been paid, if any Cash Surrender Value is available under the Policy, the Policyholder may obtain a loan on the sole security of the Policy and on its proper assignment to the Company. The maximum amount of loan that will be advanced at any one time or more than one time shall not exceed 80% of the available Cash Surrender Value and provided that the amount of the loan is not less that Rs.1000/-. The rates of interest payable on the loan shall be determined by the Company from time to time. The terms and conditions of the loan shall be as determined by the Company from time to time subject to IRDA approval. All loans within the permissible limits will be granted after deducting any previous loan with interest. All outstanding loan and interest thereon shall be deducted from any benefits payable under the Policy. Except in case of in-force or fully paid-up policies, if at any point of time, the loan along with outstanding accrued interest exceeds the value of benefits payable under the Policy, the Policy will be foreclosed and no benefits will be payable. There is no loan facility after the death of the Life Assured or after the completion of the Policy Term. The minimum amount of Premium Loan that can be repaid at every instance shall be Rs. 500 or total outstanding loan plus interest whichever is lower.

6.2. Free Look Provisions

The Policyholder shall have a period of 15 days (30 days if the Policy is sourced through Distance Marketing) from the date of receipt of the Policy document to review the terms and conditions of this Policy and if the Policyholder disagrees with any of the terms and conditions, he/she has the option to return the Policy stating the reasons for the objections upon which the Company shall return the Premium paid subject to deduction of a proportionate risk Premium for the period of insurance cover in addition to the expenses incurred on medical examination (if any) and the stamp duty Charges. All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy.

6.3. Forfeiture in certain events

In issuing this Policy, the Company has relied on, and may rely on, accuracy and completeness of the information provided by the Proposer/Life Assured and any other declarations or statements made or as may be made hereafter, by the Policyholder/Life Assured. In case of fraud or misrepresentation, the policy shall be cancelled immediately by paying the surrender value, subject to the fraud or misrepresentation being established by the Company in accordance with Section 45 of the Insurance Act, 1938 as applicable.



6.4. Admission of Age

The Age of the Life Assured has been admitted on the basis of the declaration made by the Policyholder/Life Assured in the Proposal Form and/or in any document/statement based on which this Policy has been issued. If the Age of the Life Assured is found to be different from that declared, the Company may, adjust the Premiums and/or the Benefits under this Policy and/or recover the applicable balance amounts, if any, as it deems fit. This Policy shall however become void from commencement, if the Age of the Life Assured at the Policy Commencement Date is found to be higher than the maximum or lower than the minimum entry Age that was permissible under this Policy at the time of its issue and the amounts received under this Policy shall be forfeited by the Policyholder in favour of the Company at the Company's option.

6.5. Assignment

The provisions of assignment are governed by Section 38 of the Insurance Act 1938. An assignment of the Policy may be made by an endorsement upon the Policy itself or by a separate instrument signed in either case by the assignor specifically stating the fact of assignment and duly attested. Only the Policyholder may make the first assignment. Such assignment shall be effective, as against the Company, from and upon the service of a written notice upon the Company and the Company recording the assignment in its books. In registering an assignment, the Company does not accept any responsibility or express any opinion as to its validity or legal effect.

6.6. Nomination

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

6.7. Assignment And Nomination

Notice of any assignment or nomination must be submitted in writing to the Company at its office issuing this Policy or at the office servicing this Policy (National Operations Office of the Company) as communicated to the Policyholder from time to time.

6.8. Review, revision:

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

6.9. Release and discharge:

The Policy will terminate automatically on payment of the surrender value, Death Benefit, maturity benefit, on lapse

of the Policy or on the happening of the events that the Policy reads specifically that the Policy shall terminate, as the case may be, and the Company will be relieved and discharged from all obligations under this Policy thereafter.

6.10. Taxes, duties and levies and disclosure of information:

This Policy, and the Benefits and the surrender value payable under this Policy shall be subject to the Regulations, including taxation laws in effect from time to time. All taxes, duties or levies including without limitation any value added, service tax or other taxes (collectively "Taxes") as may be imposed now or in future by any authority on the Premiums, Charges and Benefits shall be borne and paid by the Policyholder or the Eligible Person, as the case may be or deducted by the Company from the Premium received or Benefits payable. The Premium and other sums payable under or in relation to the Policy do not include the Taxes. The persons receiving the Benefits shall be solely liable for complying with all the applicable provisions of the Regulations, including taxation laws, and payment of all applicable Taxes. In any case where the Company is obliged to account to the revenue authorities for any Taxes applicable to this Policy or the Benefits payable under this Policy, the Company shall be entitled to deduct such Taxes from any sum payable under this Policy, and deposit the amount so deducted with the appropriate governmental or regulatory authorities. In any case where the Company is obliged to disclose to the revenue or other regulatory authorities any information concerning the Policy, including information concerning the Premium and the Benefits under this Policy, the Company shall be entitled to disclose the required information to the appropriate governmental or regulatory authorities.

6.11. Notice by the Company under the Policy:

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

6.12.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	Contact Us
Call Our Toll Free Number 1800–419 8228 +91 9880888228		'Contact Us at Our branch office nearest to You or call toll free number to ascertain the address of the nearest branch office.'

Level 2

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



Complaints Officer

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

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

Level 3

Head Customer Service@ Email – In case you are not satisfied with the decision of the above, you can mail the Head Customer Service:

head.customerservice@inglife.co.in

Level 4

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

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
- o Delay in settlement of claim
- o 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

- o 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
- o if it is not simultaneously under any litigation

6.13. Entire Contract:

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

6.14. Governing Law and Jurisdiction:

This Policy shall be governed by and interpreted in accordance with the laws of India. All actions, suits and proceedings under this Policy shall be subject to the exclusive jurisdiction of the courts of law within whose territorial jurisdiction the registered office of the Company is situated. No action in law or 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.

6.15. Risk Factors

- a) ING Guaranteed Income Insurance Plan is a Non-Linked, Non-Participating Life Insurance Product.
- b) ING Vysya Life Insurance Company Limited is only the name of the Insurance Company and ING Guaranteed Income Insurance 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:

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 a t 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.

6.16. Consent to Disclosure of Personal Data:

This is to bring to the express notice of the Policy holder/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

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read the sales brochure of the product carefully before concluding the sale. Tax benefits are subject to change in tax laws from time to time. ING Vysya Life Insurance is 100% owned by Exide Industries. The word ING and the device are trademarks of ING Groep N.V. and are used under license. ING Vysya Life Insurance Company Limited. IRDA Registration number: 114, Registered and Corporate Office: ING Vysya House, 5th Floor, #22, M.G. Road, Bangalore – 560001, India. Toll Free: 1800 419 8228; Visit: inglife.co.in.