

# ING Mera Aashirvad

UIN: 114N068V01

## 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;

**Premium** refers to the Regular Premium payable in a Policy Year on the due date as set out in the Policy Schedule;

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

**Coverage Term** means the period as mentioned in the Policy Schedule;

**Death Benefit** 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;

**Distance Marketing** means business sourced through channels other than in person;

**Guaranteed Additions** means the additional amount payable on maturity as specified in Clause 3.1.2 of the terms of this Policy;

**Guaranteed Surrender Value (GSV)** means the value accrued after payment of at least 1 (one) full year's premium as specified in Clause 4.4.2. 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;

**Life Assured (parent)** refers to the person as mentioned in Policy Schedule;

**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;

**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;

**Policyholder** means the Life Assured (parent) during the Policy Term or any person in whose favour this Policy is assigned as per the terms of this Policy;

**Policy Commencement Date** is the Date, Month, and Year the Policy comes into effect and is as specified in the Policy Schedule;

**Policy Maturity Date** 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;

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

**Regulations** means 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** means the riders, if any, issued by the Company, attached to and forming part of this policy;

**Rider Benefits** means the benefits payable under the Rider;

**Risk Commencement Date** means the date of commencement of the insurance risk cover as specified in the Policy Schedule;

**Special Surrender Value** means the value accrued after three full years premium has been paid but before the Policy Maturity Date as per clause 4.4.2.2 of the terms of this Policy;

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

**"You" and "Your"** refers to the Owner of the Policy.

### 2. POLICY DESCRIPTION

**ING Mera Aashirvad** is the name of the life insurance product of the Company. It is a non-participating and non linked life insurance policy which provides combination of protection as well as savings. 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. Maturity Benefit

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 Eligible Person, the Sum Assured as per the Maturity Benefit Options (as mentioned below in 3.1.1 or 3.1.2) opted by the Policyholder at inception of this Policy. The Sum Assured opted by the Policyholder as mentioned in the Policy Schedule is paid subject to payment of all the premiums due and payable/waived under the Policy.

The Maturity Benefit Option as mentioned in the Policy Schedule shall be opted at the inception of the policy and cannot be changed during the Policy Term unless the Company at its sole discretion permits such change. The Maturity Benefit Options available under this policy are mentioned below;

##### 3.1.1. Option A: - Part Staggered and Part Lumpsum Payouts:

Under this option 65% of the Sum Assured is paid as a lump sum on the Policy Maturity Date. The balance is payable as Guaranteed Staggered Payouts as detailed in Clause 3.2.

##### 3.1.2. Option B: - Single Lumpsum Payout:

Under this option the 100% of the Sum Assured is payable as a lumpsum on the Policy Maturity Date.

There is an additional Guaranteed Additions of 5% of Sum Assured payable on the policy maturity date.

***This Guaranteed Addition is not payable in case the policy acquires a Paid up Value as referred in Clause 4.4.1.4***

#### 3.2. Guaranteed Staggered Payout Benefit

Subject to the terms and conditions of this Policy and the Policy remaining in force and effect, the Company shall pay to the Eligible Person the Staggered Payments (as a percentage of the Sum Assured) after the end of the premium payment term as mentioned below; These Staggered Payments (as a percentage of Sum Assured) will be paid subject to the Policyholder opting for Maturity Benefit – Option A as mentioned in the Policy Schedule.

Period of Payment	Staggered Payments (as a percentage of Sum Assured)
1 <sup>st</sup> policy anniversary after PPT	7.5
2 <sup>nd</sup> policy anniversary after PPT	7.5
3 <sup>rd</sup> policy anniversary after PPT	10
4 <sup>th</sup> policy anniversary after PPT	10

#### 3.3. Death Benefit

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

of death of the Life Assured (parent), the Company shall pay to the Eligible Person, 100% of the Sum Assured as mentioned in the Policy Schedule as a lump sum under this Policy as on the date of receipt of written intimation of death of the Life Assured (parent) at the National Operations office of the Company, Bengaluru. All future premiums from the next Policy Anniversary onwards till the end of the premium payment terms will be waived off. The Guaranteed Staggered Payout Benefits (as referred in Clause 3.2) already made are not deducted from the death benefit.

On death of the Life Assured during the Policy Term, all the benefits under the plan like Guaranteed Staggered Payouts, Maturity Benefit will continue.

For all the entry ages and policy terms covered under this plan, subject to the policy being in-force, the Sum Assured payable on death of the Life Assured (which is guaranteed at inception) is at least:

- 10 times of annualized premium excluding service tax, rider premiums and extra premiums, if any
- 105% of all the premiums payable (equal to premium x premium paying term) excluding service tax, rider premiums and extra premiums, if any

Premiums unpaid in the policy year in which death occurs would be deducted from the death benefits payable.

In case of death when the Policy has acquired a Paid Up Status the Death Benefit is equal to the Paid Up Value as referred to in Clause 4.4.1.1.

#### 3.4. Rider Benefits

Subject to the terms and conditions of the rider policy the policyholder has the option to opt for riders during the Premium Payment Term. The rider benefit shall be applicable on the Life Assured (parent) during the Policy Term and subject to the Rider Policy Terms and conditions.

#### 3.5. Requirements for maturity claims and death claims

3.5.1. In the event of a claim for Maturity Benefit or Death Benefit arising under this Policy, the Eligible Person shall 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:

##### 3.5.1.1. In case of maturity claims

- (i) Original Policy document
- (ii) Discharge Form
- (iii) Self attested ID proof
- (iv) Bank Account details

##### 3.5.1.2. In case of death claims, except death claims arising out of accidents or unnatural deaths

- (i) Death Certificate, in original, issued by the competent authority

- (ii) Policy document, in original
- (iii) Medical Cause of Death certificate, issued by doctor certifying death.
- (iv) Identification proof (bearing photo) of person receiving the benefit and the Life assured (parent).
- (v) Medical treatment records (discharge summary / death summary, investigation reports, etc) if Life Assured (parent) has taken treatment for illness leading to his/her death.

**3.5.1.3. In case of death claims arising out of accidents or unnatural deaths**

- (i) Death Certificate, in original, issued by the competent authority
- (ii) Policy document, in original
- (iii) Identification proof (bearing photo) of person receiving the benefit and the Life assured (parent).
- (iv) First Information Report, Inquest and the Final Investigation Report thereof, duly attested by concerned jurisdictional Police Official.
- (v) Most Mortem Report duly attested by the concerned officials.

**3.5.1.4.** Notwithstanding anything contained in Clause 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 any other and/or additional documents or information, including documents/information, to the satisfaction of the Company, for processing of the claim.

**3.5.1.5.** 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.

**3.6. Payment of Benefits**

**3.6.1.** Payment of the Benefits under this Policy shall be subject to any indebtedness arising out of outstanding Policy loans, interest due on such loans etc. In case of a death claim in addition to deduction of any indebtedness or lien under the policy as provided above there shall be a further deduction of premium for the entire Policy Year in which the claim arises if such premium has not already been paid.

**3.6.2.** Payment of all the Benefits as shown in the Schedule shall be subject to receipt by the Company of proof to its satisfaction

**3.6.2.1.** Of the Benefits having become payable as set out in this Policy and

**3.6.2.2.** Of the title of the person or persons claiming the Benefits and

**3.6.2.3.** Of the correctness of the Age of the Life Assured (parent) as stated in the Proposal, if not previously admitted.

**3.7. Mode of payment of Benefits**

**3.7.1.** All Benefits and other sums under this Policy shall be payable in the manner and in Indian Rupees allowed/permitted under the Regulations.

**3.7.2.** 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 application of the monies so paid.

**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 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 Annual mode will be allowed for payments of each Premium from the Premium payment due date. The Regular Premiums are payable on the due date for payment and in any case not late 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 the Insured Event. Any unpaid premium is deductible from the benefits that may arise during the Grace Period. If the premiums due are not paid within the Grace Period, the Policy will be eligible for non-forfeiture provisions as per Clause 4.4 until and unless the Policy has been fully reinstated as per Clause 4.3.

**4.3. Reinstatement of the Policy:-** Subject to the approval of the Company and the prevailing board approved Underwriting policy, this Policy, if lapsed, may be reinstated before the Policy Maturity Date but within two years from the due date for payment of the first unpaid Premium provided;

**4.3.1.** This Policy has not been surrendered for cash; and

**4.3.2.** No death claim has been made in this Policy; and

**4.3.3.** 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 (parent) to the satisfaction of the Company; and

**4.3.4.** All amounts necessary to reinstate this Policy including all outstanding premiums with interest as levied by the Company from time to time.

**4.3.5.** 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.

**4.3.6.** Subject to the provisions of Clause 4.3 above, the reinstatement shall come into effect on the date when the Company specifically communicates it in writing to the Policyholder. Since the Company shall be relying on the statements made by the Policyholder/Life Assured (parent) to the Company and to its medical examiner in deciding on reinstatement of a lapsed Policy, if any incorrect or untrue statement has been made or any material fact has been suppressed, the Company shall be entitled to cancel the reinstatement of this Policy or repudiate the claim, if any, arising after such reinstatement and the Policyholder shall not be entitled to receive any amounts paid under this Policy including the amounts paid towards such reinstatement.

**4.4. Non-Forfeiture options upon Non-Payment of Regular Premiums:-**

If at least one full year's premium has been paid and if any subsequent Premium due has not been received by the Company, the Policyholder will be eligible for Surrender Benefit as mentioned in Clause 4.4.2. However in case of death of the policyholder before acquiring the Reduced Paid-up Value for Death Benefit as explained in Clause 4.4.1.1 the applicable surrender value shall be payable immediately on death.

If the Premiums have been paid for at least three full years' premiums have been paid and if any subsequent premium due has not been received by the Company the Policyholder shall have the following options:-

**4.4.1. Reduced Paid up Value**

If the Regular Premiums for at least three full years have been paid and no further due premiums are paid, then the Policy will be eligible for a non-forfeiture benefit which shall be a Reduced Paid-up Value. The Reduced Paid up Value will be applicable in case of death and maturity as mentioned below;

**4.4.1.1. Reduced Paid up Value for Death Benefit**

In case of death of the Life Assured (parent) during the Policy Term and when the policy has acquired a Reduced Paid-up Value, the Company shall pay to the Eligible Person the Paid up Value for Death Benefit as mentioned below;

$$\text{Paid-up Value for Death Benefit} = \frac{(\text{Number of instalments of premiums paid}) \times \text{Sum Assured}}{(\text{Total Number of Instalments of premiums Payable under the policy})}$$

The policy continues and will be eligible for the Maturity Benefits as mentioned below.

**4.4.1.2. Reduced Paid up Value for Guaranteed Staggered Payout Benefits**

In case the Policyholder has opted for Maturity Benefit – Option A as mentioned in the Policy Schedule and the policy has acquired a Reduced Paid-up Status the Company shall pay to the Eligible Person the Reduced Paid-up Value as Staggered Payments (as a percentage of the Sum Assured) as mentioned in Clause 3.2. after the end of the premium payment term as mentioned below;

$$\text{Paid-up Value for Guaranteed} = \frac{(\text{Number of instalments of premiums paid}) \times \text{Sum Assured} \times \text{Staggered Benefit \%}}{(\text{Total Number of Instalments of premiums Payable under the policy})}$$

**4.4.1.3. Reduced Paid-up Value for Maturity Benefits**

On the Maturity Date after the Policy has acquired a Reduced Paid up Status the Company shall pay to the Eligible Person the Reduced Paid up Value for Maturity Benefits depending on the Maturity Benefit Options opted (as per the Policy Schedule).

If the Policyholder opts for Maturity Benefit- Option A the Paid-up Value for Maturity Benefit payable is;

$$\text{Paid-up Value for Maturity} = \frac{(\text{Number of instalments of premiums paid}) \times 65\% \times \text{Sum Assured}}{(\text{Total Number of Instalments of premiums Payable under the policy})}$$

If the Policyholder opts for Maturity Benefit- Option B the Paid-up Value for Maturity Benefit payable is;

$$\text{Paid-up Value for Maturity} = \frac{(\text{Number of instalments of premiums paid}) \times 100\% \times \text{Sum Assured}}{(\text{Total Number of Instalments of premiums Payable under the policy})}$$

Notwithstanding anything mentioned under Clause 4.3. once the Policy has acquired a Paid Up Value and during the Policy Term, the Policy can be surrendered for the Surrender Value as mentioned in Clause 4.4.2.

**4.4.2. Surrender the Policy**

If at least one (1) full year's premium is paid the Guaranteed Surrender Value payable is 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 Guaranteed Staggered Benefit Payouts already paid (if any).

The Policy can be surrendered during the Policy Term and before the death of the Life Assured (parent). After the death of the Life Assured (parent) the Policy cannot be surrendered. Upon Payment of the Surrender Value, the Policy shall stand terminated with no further benefits payable under the policy and the Company shall be relieved and discharged from all obligations under this Policy thereafter.

#### 4.4.2.1. Surrender Value:

If at least three (3) full years premium is paid, the Policy acquires a Surrender Value which is higher of Guaranteed Surrender Value or Special Surrender Value. The surrender benefits are payable immediately on surrender or at the end of the third policy year, whichever is later. The Surrender Values apply only to the Basic Policy mentioned in the Policy Schedule and not to any Riders (if any).

#### 4.4.2.1.1 Guaranteed Surrender Value:

The Guaranteed Surrender Value during the Policy Term will be equal to Guaranteed Surrender Value (GSV) Factor times the total amount of premiums paid excluding the service tax and the premiums paid for Extra Mortality Rating, if any, less the Guaranteed Staggered Payout Benefits already paid. The Guaranteed Surrender Value Factors are provided in the table below:

Policy Year	GSV (as a percentage of the premiums paid)	Policy Year	GSV (as a percentage of the premiums paid)
1 to 2	20%*	11 to 13	70%
3	30%	14 to 17	80%
4 to 7	50%	18 and above	90%
8 to 10	60%		

\* If all premiums have not been paid for at least 3 full years then the applicable GSV Factor would be fixed 20% irrespective of the policy year in which the policy is surrendered.

The Guaranteed Surrender Value payable will be subject to any statutory or any other restrictions/requirements as may be applicable.

#### 4.4.2.2. Special Surrender Value:

The Policy may acquire a Special Surrender Value if at least three full years premiums has been paid, which shall, at no point of time, be lesser than the Guaranteed Surrender Value. The Special Surrender Value will be quoted only on receipt of a surrender request which shall be determined by the Company from time to time and is not guaranteed.

#### 5. Suicide:

In case the Life Assured (parent) 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:

**5.1** Death occurs within one year from policy commencement date: 80% of premium paid, excluding Service Tax provided the policy is in force.

**5.2** 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.

#### 6. GENERAL PROVISIONS

#### 6.1. Policy Loan

At any time after three full years Premiums have been paid, if any 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 90% of the available Special Surrender Value and provided that the amount of the loan is not less than Rs.1000/-. The rates of interest payable on the loan and the other terms and conditions of the loan shall be as determined by the Company from time to time. The interest rate charged currently on policy loan is 9% per annum compounded semi-annually. The interest rate is set having regard to

- a) Interest rate on secured/collateralized loan available in the market
- b) The return earned by the company on the assets backing liabilities and
- c) The rate used in valuation of liabilities.

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. 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 forfeited and no benefits will be payable. There is no loan facility available after the death of the Life Assured (parent) or after the completion of the Policy Term.

#### 6.2. Free Look Provisions

The Policyholder shall have a period of 15 days 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. In case the policy is sourced through Distance Marketing# the free look period is 30 days from the receipt of the policy document.

All Benefits and rights under this Policy shall immediately stand terminated at the cancellation of the Policy.

# Distance Marketing includes solicitation through all modes other than in person.

#### 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 (parent) has been admitted on the basis of the declaration made by the Policyholder / Life Assured (parent) 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 (parent) 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. If the age of the Life Assured (parent) 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 liable to be forfeited by the Policyholder in favour of the Company at the Company option by paying the surrender value (as applicable).

#### **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. 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 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 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 Limitation of Liability.**

Except in the case of a claim for Death Benefit, the maximum liability of the Company under this Policy shall not, in any circumstances, exceed the aggregate amount of the relevant Benefits payable hereunder.

#### **6.11 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.

#### **6.12 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.

### 6.13 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	Email Us at <a href="mailto:customer.service@inglife.co.in">customer.service@inglife.co.in</a>	*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](mailto: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](mailto: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:

- o 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
- o 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
- o within a period of one year from the date of rejection by the insurer
- o if it is not simultaneously under any litigation

### 6.14 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.

### 6.15 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 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 the 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.

### 6.16 Risk Factors

- a) ING Mera Aashirvad 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 Mera Aashirvad 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 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 or 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 policy-holder and that the policy-holder 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.**

**6.17 Consent to Disclosure of Personal Data:**

This is to bring to the express notice of the Policyholder/Life Assured (parent) that the Personal data including the health details and medical records (Hereinafter Data) of the Policyholder and/or the Life Assured (parent) 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.