

YOUR WELCOME LETTER

[Mr./Ms. Name of the policyholder]
 [Father/husband name]
 [Address]

Date: dd-mm-yyyy

<Policy No> <Sourcing Branch>

Dear Mr./Ms. Valued Customer, (Client ID: XXXXXX)

Welcome to PNB MetLife Family. Thank you for purchasing a PNB MetLife product and showing your faith and confidence in us. At PNB MetLife, we believe in putting customer first. We endeavor to provide products that meet your needs and constantly support it with superior customer service.

PNB MetLife brings together financial strength, credibility and reliability of MetLife Inc, one of the leading global provider of insurance, annuities and employee benefit programs, serving more than 90 million+ customers for the last 140+ years and Punjab National Bank, a leading bank in India serving more than 80 million + customers in the last 120 + years. You can be Double Sure that you have chosen the right partner for life.

This booklet contains details of your Policy Document along with other related information. Please keep this document in a safe place, so that your loved ones can refer to it if the need arises. Some key details of your Policy are:

Policyholder	Mr./ Ms. [name of Policyholder]	Nominees/Nominee(s)	Mis. /Master. Nominee
Policy Number	<policy no>	Premium Payment Term	<N Years>
Name of the Plan	MetLife Bhavishya Plus	Policy Term	<N Years>
Payment Mode	<Mode>	Premium Amount	Rs. XXXXX.XX

Free look Provision: Please go through the terms and conditions of your Policy very carefully. If you have any objections to the terms and conditions of your Policy, you may cancel the Policy by giving a signed written notice to us within 15 days from the date of receiving your Policy, stating the reasons for your objection and you will be entitled to a refund of the premium paid, subject to a deduction of proportionate risk premium for the period of cover, stamp duty and/or the expenses incurred on medical examination (if any).

We value your patronage and are committed to offering you the best services always. For any queries or concerns you can contact us via the touch points given below, we are always there to help you. For easy reference details of Agent/Broker/Corporate Agent for your policy is also mentioned below.

Name	Valued Advisor	Code	XXXXXX
E-Mail ID	valuedadvisor@pnbmetlife.co.in	Mobile /Landline No.	XXXXXXXX

Wishing you a healthy, secured and a prosperous life.

Yours Sincerely,
 PNB MetLife India Insurance Co. Ltd.

Shiva Kumar Nagaraj
Deputy Director (Operations)

Stamp Duty of Rs. XXX (Amount in words) paid to Karnataka Government through consolidated Stamp Duty via Challan No. XXXXXXXX dated XX/XX/XXXX

In case of any queries / concerns, You can reach Us at:			
Call us at 1800-425-6969 (Toll Free) Or 91-80-2650-2244 (8 am – 8 pm)	Email Us at indiaservice@pnbmetlife.co.in	Visit www.pnbmetlife.com to manage your policy online. Register online using your Customer ID & Policy No.	Visit your nearest PNB MetLife Office . Our address details are available on www.pnbmetlife.com

POLICY PREAMBLE**[MetLife Bhavishya Plus]**

This is a contract of insurance between You and PNB MetLife India Insurance Company Limited. This contract of insurance has been effected on receipt of the premium deposit and is based on the details in the Application received together with the other information, documentation and declarations received from You for effecting a life insurance contract on the life of the person named in the Policy Schedule below.

We agree to pay the benefits under this Policy on the occurrence of the insured event described in Part C of this Policy, subject to the terms and conditions of the Policy.

On examination of the Policy, if You notice any mistake or error, please return the Policy document to Us in order that We may rectify the mistake/error.

Signed by and on behalf of PNB MetLife India Insurance Company Limited

[Signature]

[Shiva Kumar Nagaraj]

[Deputy Director - Operations]

POLICY SCHEDULE

Name of the Plan	[MetLife Bhavishya Plus]
Nature of the Plan	[Non-linked, deferred participating, endowment plan]
UIN	[X]

Application number		Policy number		Date of issue		Issuing office	
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1. Details of the Policyholder and Insured

Name of the Policyholder

Gender

Name of the Insured

Proof of identification

Gender

Date of birth of Insured

Whether Age admitted

<Yes/No>

Age

2. Policy Benefits

Basic Sum Assured	Rs. <>
	Rs. <>
Rider details	NA

3. Policy Details

Date of Inception of the Policy	
Date of Commencement of the risk	
Maturity Date	
Policy Term	
Policy currency	
Annualized Premium	Rs. <>

4. Details of Agent/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

5. Premium Details

Annualized Premium	
Modal Premium	Rs. <>
Service Tax/cess	
Total Modal Premium amount*	Rs. <>
Premium Frequency	
Premium due date	
Last due date of premium	
Premium Payment term	

* Includes service tax at prevailing rates. Premium rates are subject to change in case of any variance in the present rates or in the event of any new or additional tax/levy being made applicable/ imposed on the premium(s), the same is liable to be borne by the Policyholder.

Special provisions/options	
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6. Nominee details

Name(s) of the Nominee	Relationship	Share(s) %
1)		
2)		
3)		
4)		

7. Appointee details (Only in case Nominee is less than 18 years of Age)

Appointee name		
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DEFINITIONS APPLICABLE TO YOUR POLICY

The words or terms below that appear in this **Policy** in initial capitals and **bold** type will have the specific meaning given to them below. These defined words or terms will, where appropriate to the context, be read so that the singular includes the plural, and the masculine includes the feminine.

1. **Age** means age of the **Insured** as of his last birthday and is as shown in the **Schedule**.
2. **Annualized Premium** means one full year's **Regular Premium** less loading charged if any by **Us** .
3. **Application** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Policy**.
4. **Appointee** means the person named in the **Schedule** to receive payment under this **Policy**, if the **(Nominee)** is a minor at the time payment becomes due under this **Policy**.
5. **Authority** means the Insurance Regulatory and Development Authority of India.
6. **Basic Sum Assured** means the amount specified in the **Schedule**.
7. **Business Day** means a working day of **Our** registered office.
8. **Date of Commencement of Risk** means the date on which the risk under the **Policy** comes into effect and is as specified in the **Schedule**.
9. **Date of Inception of the Policy** means the date on which this **Policy** is issued after **We** have accepted the risk under the **Application**. The **Date of Issue** is shown in the **Schedule**.
10. **Date of commencement of the Policy** is the same of the **Date of Inception of the Policy**.
11. **Financial Year** means the twelve month period between April and March of each calendar year.
12. **Grace Period** means an additional period of 15 days if the **Regular Premium** is payable monthly and 30 days for all other frequencies for payment of **Regular Premium**,, from the premium due date. The policy shall continue to be in force with the insurance cover during the Grace period.
13. **Insured** means the person insured as named in the **Schedule**.
14. **Maturity Date** means the expiry date of this **Policy** as shown in the **Schedule**.
15. **Nominee** means the person named in the **Schedule** who has been nominated by **You** to receive the benefits under the **Policy**.
16. **Policy** means this contract of insurance, as evidenced by the **Policy Document**.
17. **Policy Document** means this document, any endorsements issued by **Us**, the **Schedule**, the Annexures and the **Application**.
18. **Policy Anniversary** means the period of one year from the **Date of Commencement of Risk** and every date falling one year thereafter, till the **Maturity Date**.
19. **Policy Term** means the period commencing on the **Date of Commencement of Risk** and concluding on the **Maturity Date**.

20. **Policy Year** means a period of twelve consecutive calendar months from the **Date of Commencement of Risk**.
21. **Premium Payment Term** means the period specified in the **Schedule** for which **Regular Premium** must be paid.
22. **Reduced Paid Up Sum Assured** means the **Basic Sum Assured** reduced by multiplying the ratio of Number of Installment Premiums paid / Total number of Installment Premiums payable during the Premium Payment Term
23. **Regular Premium** means the regular payments to be made by **You**, to keep the **Policy** in force, in accordance with the frequency of payment chosen by **You** and is the amount as specified in the **Schedule**.
24. **Revival Period** means a period of 2 years from the due date of the first unpaid **Regular Premium** during which the **Policy** may be revived.
25. **Rider** means the rider terms and conditions that are attached to and form a part of the **Policy**. The **Schedule** will specify if any **Riders** are available and in force under the **Policy**.
26. **Schedule** means the policy schedule set out above that **We** have issued, along with any Annexure, tables or endorsements attached to it from time to time.
27. **Surrender Value** means the amount that is calculated in accordance with Part D.
28. **We, Us, or Our** means PNB MetLife India Insurance Company Limited.
29. **You or Your** means the **Policyholder** as named in the **Schedule**.

POLICY FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

1. Policy Features

MetLife Bhavishya Plus is the name of the product offered by Us. It is a non-linked traditional, regular pay, deferred-participating endowment plan. Your Policy provides the following benefits

2. Policy Benefits

2.1. Death Benefit

2.1.1. Upon the **Insured's** death when the **Policy** is in full force and effect, **We** will pay the **Nominee** the Death Sum Assured plus the accrued Simple Reversionary Bonuses. The Death Sum Assured is higher of 10 times of the Annualized Premium or Minimum Guaranteed Sum Assured on Maturity or Absolute amount assured to be paid on death or 105% of all premiums paid, as the case may be. The absolute amount assured on death is the **Basic Sum Assured** and the Minimum Guaranteed Sum Assured on Maturity is 40% of the **Basic Sum Assured**.

2.1.2. In addition to the **Death Benefit** payable, on the **Insured's** death, the **Policy** shall remain in force till the **Maturity Date** and all the future **Regular Premiums** that would otherwise have been payable will be waived. **We** shall pay the **Nominee / Appointee** the following future Policy benefits:

- A fixed amount of 20% of **Base Sum Assured**, payable at the end of each **Policy Year**, in last three years or balance years (in case of death of Insured during the last 3 **Policy Year**) before the maturity date of the **Policy**
- At the end of the policy term, the **We** shall pay 40% of the **Base Sum Assured** plus the **Simple Reversionary Bonuses** accrued after the death of life insured plus **Terminal Bonus**, if any

2.1.3 This policy cannot be surrendered once the **Death Sum Assured** and Accrued **Simple Reversionary Bonuses** are paid.

2.2. Survival Benefits

(i) **We** will pay an amount equal to 20% of the **Basic Sum Assured** on each **Policy Anniversary** for three **Policy Years** before the **Maturity Date** provided that the **Insured** is alive on each such date when the payment becomes due.

2.3. Maturity Benefits

(i) If the **Insured** is alive and the **Policy** is in force on the **Maturity Date**, **We** will pay 40% of **Basic Sum Assured** plus all the accrued **Simple Reversionary Bonuses** plus the **Terminal Bonus** (if any) to **You** and the **Policy** and all benefits thereunder shall terminate.

2.4. Bonus

The following two bonuses may be declared by **Us** under this **Policy** in **Our** sole and absolute discretion. None of these bonuses are guaranteed to be declared and declaration will depend on **Our** actual experience.

Simple Reversionary Bonus

(a) **We** may declare a Simple Reversionary Bonus at the end of each **Financial Year** following the completion of the first 2 **Policy Years** if the **Policy** is in force at the time the Simple Reversionary Bonus is proposed to be declared. The Simple Reversionary Bonus declared will be a percentage of the **Basic Sum Assured** and will be credited to the **Policy** on the **Policy Anniversary** immediately following the declaration of the Simple Reversionary Bonus. Once the Simple Reversionary Bonus is declared it is guaranteed to be paid by **Us** in accordance with the terms

of the **Policy**. In case of death of the Insured during the 3rd **Policy Year**, Simple Reversionary Bonus will be payable along with the **Death Benefit**.

Terminal Bonus

- (b) **We** may declare a Terminal Bonus after the completion of the first 5 **Policy Years**. The Terminal Bonus declared will be a percentage of the Simple Reversionary Bonus declared by **Us** and payable to You or Your Nominee / Appointee on maturity of the Policy as the case maybe.

2.5. Suicide Exclusion

If the **Insured's** death is due to suicide (whether sane or insane at the time of suicide) within one year from the **Date of Inception of the Policy**, **Our** liability to make payment under the **Policy** will be limited only to refunding 80% of the total **Regular Premium** received under the **Policy**. **We** shall not be liable to pay any interest on this amount.

If the **Insured's** death is due to suicide (whether sane or insane at the time of suicide) within one year from the date of the last revival of the **Policy**, **Our** liability to make payment under the **Policy** will be only limited to the higher of the **Surrender Value** or 80% of the total **Regular Premium** received under the **Policy** till the date of death provided the Policy is in force.. **We** shall not be liable to pay any interest on this amount.

3. Premium Payment Conditions

3.1. Payment of Regular Premium

You must pay the **Regular Premium** on or before its due date specified in the **Schedule**. All taxes, cess, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the **Regular Premiums** to be paid by **You**.

3.2. Alteration of the Regular Premium Frequency

You may change the frequency of **Regular Premium** payments provided that **You** give **Us** a written request and make payment of the Alteration Charges listed in Part E. The change in frequency will be applied only from the **Policy Anniversary** following the date of **Your** request.

3.3. Grace Period

Regular Premium that is not received in full by its due date may be paid in full during the **Grace Period**. Upon the **Insured's** death during the **Grace Period**, the Death Benefit shall be payable in full.

3.4. Premium Discontinuance during the first 3 Policy Years

If the **Regular Premium** for the first 3 **Policy Years** has not been received and the due **Regular Premium** is not received in full during the **Grace Period**, the **Policy** will lapse and no benefits shall be payable under the **Policy** on the occurrence of the **Insured's** death or otherwise. The Lapsed Policy can be reinstated within 2 years from the date of first unpaid premium. No Policy benefits will be payable if the Policy is not reinstated by paying all due premiums together with interest and revival fee.

3.5. **Premium Discontinuance after the completion of the first 3 Policy Years**

If the **Regular Premium** for the first 3 **Policy Years** has been received in full, however **Regular Premium** due from the 4th Policy Year has not received in full after the **Grace Period**, the **Policy** shall lapse.

During the **Revival Period**, **You** have an option to either revive the **Policy** by paying all due premiums together with interest and revival fee or covert the **Policy** to **Reduced Paid Up** or Surrender the Policy.

In case **You** do not choose from any of the three options set out above during the **Revival Period**, then **We** would convert **Your Policy** as **Reduced Paid Up ("RPU")** and benefits in accordance with below Clause above would be payable

3.6 The following benefits will be payable when the **Policy** is a Reduced Paid-up Policy:

Reduced Death Benefit: Upon the **Insured's** death when the **Policy** is a Reduced Paid-up Policy, **We** will pay the **Nominee** the Higher of {**RPU Death Sum Assured** + the accrued **Simple Reversionary Bonuses**}. The **RPU Death Sum Assured** is calculated as **Death Sum Assured** multiplied by number of **Annual Premiums** received / number of **Annual Premiums** payable during the **Premium Payment Term**.

The **Policy** terminates with the settlement of the Reduced Death Benefit.

No **Simple Reversionary Bonus** or **Terminal Bonus** shall accrue to the **Policy** while the **Policy** is a Reduced Paid-up Policy. All **Simple Reversionary Bonuses** that have accrued before the **Policy** was converted to a Reduced Paid-up Policy shall continue to vest in the **Policy**.

In case of Survival: **We** shall pay a fixed amount of 20% of **Reduced Paid-Up Sum Assured** at the end of each **Policy Year**, in last three years before the **maturity date** of the **Policy** where **Reduced Paid-Up Sum Assured** is **Basic Sum Assured** * (Number of Installment Premiums paid / Total number of Installment Premiums payable during the Premium Payment Term).

In case of Maturity

- i. **We** will pay 40% of the **Reduced Paid-Up Sum Assured** plus the accrued **Simple Reversionary Bonus**, provided the **Insured** is alive till the **Maturity Date**.

3.7 **Surrender:** **You** may surrender the Policy in accordance with the surrender provisions in Part D.

POLICY SERVICING CONDITIONS

You are requested to refer to the Policy Servicing Conditions described below before making a request for Policy servicing to Us.

1. Free Look Period

If **You** have any objections to the terms and conditions of this **Policy**, **You** may cancel the **Policy** by giving a signed written notice to **Us** within 15 days from the date of receiving this **Policy** (30 days in case the **Policy** is sold to **You** through distance marketing mode), stating the reasons for **Your** objection and **You** will be entitled to a refund of the **Regular Premiums** paid subject to a deduction of proportionate risk premium for the period of cover in addition to the expenses incurred on medical examination (if any) and the stamp duty charges.

2. Procedure for Revival of a Lapsed/Reduced Paid-up Policy

A **Policy** that has lapsed or that has been converted to a Reduced Paid-up Policy in accordance with Part C may be revived during the **Revival Period** by giving **Us** written notice to revive the **Policy**, provided that:

- (a) Satisfactory evidence of insurability of the **Insured** in accordance with **Our** board approved underwriting policy is provided to **Us** at **Your** expense. **We** may charge extra premium for the continuance of the **Policy** in accordance with **Our** board approved underwriting policy;
- (b) The due **Regular Premium** and interest at the rate specified by **Us** is paid to **Us** in full. **We** may change the applicable interest rate from time to time with the approval of the **Authority**.
- (c) The Revival Fee specified in Part E is received by **Us**;

3. Loan

- (a) If the **Policy** is in force and **Regular Premium** for the first 3 **Policy Years** has been received in full and the **Policy** has attained a **Surrender Value**, then **We** may in **Our** sole and absolute discretion permit **You** to take a loan under the **Policy** provided that:
 - (i) The proposed loan amount does not exceed 90% of the Special Surrender Value calculated in accordance with Clause 4 below at the end of the relevant **Policy Year** less any unpaid **Regular Premiums** for that **Policy Year** and loan interest (if any) accrued to the end of that **Policy Year**;
 - (ii) The **Policy** shall be assigned to **Us** absolutely, to the extent of outstanding loan on the **Policy**. It is understood and agreed that this assignment will cancel all nominations and other assignments in force at the time, to the extent of the outstanding loan and interest, the loan is granted.
- (b) If a loan is granted to **You** under then it is agreed and understood that:
 - (i) **You** shall re-pay the loan in the manner and in the amounts specified by **Us** at the time of disbursement of the loan;
 - (ii) **We** shall charge interest on the loan amount granted at such rates of interest prevailing at the time of disbursement of the loan;

- (iii) Interest on the loan is due at the end of each **Policy Year**. If the interest amount is not received in full within 30 days of it becoming due, the interest amount will be added to the loan principal amount. The revised loan principal amount (as on the due date of the interest amount) will bear interest at the same rate as the original loan principal;
- (iv) **You** may take any additional loan under the **Policy** provided that the proposed loan amount and the existing loan principal cumulatively do not exceed 90% of the Special Surrender Value calculated in accordance with Clause 4 below at the end of the current **Policy Year** less any unpaid **Regular Premiums** for that **Policy Year** and loan interest (if any) accrued to the end of that **Policy Year**;
- (v) If the **Insured** dies before all outstanding loan amounts have been received by **Us**, then **We** will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the **Death Benefit** payable under the **Policy**.

4. Surrender

We will pay the **Surrender Value** if the **Policy** is surrendered after the **Regular Premium** for at least the first 3 **Policy Years** has been received. The **Policy** and all benefits under the **Policy** shall automatically terminate on the surrender of the **Policy**. The **Surrender Value** payable on surrender of the **Policy** is the higher of the Guaranteed Surrender Value and the Special Surrender Value which are calculated as follows:

- (a) **Guaranteed Surrender Value:** The Guaranteed Surrender Value is the minimum surrender value guaranteed to be paid by **Us** which is equal to a percentage of the total Regular Premiums received (excluding taxes, cess and extra premiums paid) plus the surrender value of the accrued Simple Reversionary Bonus less any Survival Benefit(s) already paid. (Refer Annexure)
- (b) **Special Surrender Value:** The Special Surrender Value is calculated by **Us** based on the Reduced Basic Sum Assured which is discounted by the applicable special surrender value factor plus the accrued Simple Reversionary Bonus. The Special Surrender Value is not guaranteed and the special surrender value factors may be changed by **Us** from time to time with the approval of the **Authority**. **You** may check the applicable special surrender value with **Us** before surrendering the **Policy**.

5. Claims Procedure

We will not be obliged to make any payment of the Death Benefit unless and until **We** have received all of the information and documentation **We** request, including but not limited to:

- (a) The original **Policy** document;
- (b) The claim form prescribed by **Us**, duly completed;
- (c) The official death certificate issued by a competent governmental authority;
- (d) First Information Report, police inquest report and a post-mortem report where the **Insured's** death is due to an unnatural cause;
- (e) Proof of title to the **Policy** where applicable;
- (f) **Nominee/Appointee/legal heir** identification and address proof as per regulatory requirements.

6. **Maturity Benefit payout procedure:** **We** will not be obliged to make any payment of the Maturity Benefit unless and until **We** have received all of the information and documentation **We** request, including but not limited to:

- (a) The **Policy** document.
- (b) The claim form prescribed by **Us**, duly completed;
- (c) The discharge voucher prescribed by **Us**, duly completed

7. **Termination of the Policy**

The **Policy** shall be terminated on the occurrence of the earliest of the following:

- (a) Payment of the Death Benefit specified in Part C in full;
- (b) The payment of Surrender Value of the **Policy**;
- (c) The payment of **Maturity Benefit** ;
- (d) On the expiry of the **Revival Period** provided that the **Policy** has not been converted to a Reduced Paid-up Policy in accordance with Part C.
- (e) In terms of clause 10 of Part F, in the event applicable.

POLICY CHARGES

The following fees/charges are applicable under this **Policy**:

1. Alteration Charges: This charge is payable for each request that **You** make to **Us** to change the applicable frequency for payment of the **Regular Premium** under the **Policy** in accordance with the Premium Payment Conditions in **Part C**. The Alteration Charges presently are Rs.100 for each request. This charge is subject to change with the approval of the **Authority**.
2. Revival Fee: This fee is payable for each request that **You** make to **Us** to revive a lapsed/Reduced Paid-up Policy in accordance with the Revival provisions in **Part D**. The Revival Fee is presently Rs.250 for each request. This fee is subject to change with the approval of the **Authority**.
3. Miscellaneous Fee: This fee is payable for issuing a new **Policy Document** if the original **Policy Document** has been lost. The Miscellaneous Fee is presently Rs. 200 for each such request.

GENERAL TERMS & CONDITIONS

The following general terms and conditions are applicable to Your Policy.

If **You** wish to change the **Nominee**, assign the **Policy** or update **Your/Nominee's** address or other contact details in **Our** records, **You** should do so only through the forms prescribed by **Us** for these purposes. These forms are available at **Our** offices or may be obtained from **Your** financial advisor.

1. **Nomination:**

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure to this **Policy** for your reference.

2. **Assignment:**

Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure to this **Policy** for your reference.

3. **Taxation**

The tax benefits on the **Policy** shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under this **Policy**, **We** will deduct or charge or recover taxes including service tax and other levies as applicable at such rates as notified by the government or such other body authorized by the government from time to time. Tax laws are subject to change.

4. **Currency & Place of Payment**

All amounts payable either to or by **Us** will be paid in the currency shown in the **Schedule**. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank in the country in which the currency of this **Policy** is denominated.

5. **Section 45 of the Insurance Act, 1938**

1. No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy i.e. from the date of commencement of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.
2. A policy of life insurance may be called in question at any time within three years from the date of commencement of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud; provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured, the grounds and materials on which such decision is based. For the purposes of this sub-section, the expression 'fraud' means any of the following acts committed by the insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
 - a. the suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and

d. Any such act or omission as the law specifically declares to be fraudulent.

Mere silence as to facts likely to affect the assessment of risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

3. Notwithstanding anything contained in sub section 2, no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer; provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive. A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.
4. A policy of life insurance may be called in question at any time within three years from the date of commencement of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued; provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based. In case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation. The mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact, no life insurance policy would have been issued to the insured.
5. 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. **Fraud, Misrepresentation and Forfeiture:** Fraud, Misrepresentation and Forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure for your reference

7. **Proof of Age**

- (a) Subject to Section 45 of the Insurance Act 1938, if the actual age of the **Insured** differs from the **Age** stated in the **Application** then:
 - (i) If the actual age proves to be higher than what is stated in the **Application**, the **Basic Sum Assured** will be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated. The **Policy** will continue to be in force;
 - (ii) If the actual age proves to be lower than what is stated in the **Application**, the premium paid in excess will be refunded to **You** without interest or may be adjusted towards future premium at **Our** sole discretion. The **Policy** will continue to be in force.

- (b) If the **Insured's** actual age is such that it would have made him/her ineligible for the insurance cover stated in the **Policy**, **We** reserve the right at **Our** sole discretion to take such action as may be deemed appropriate including cancellation of the **Policy** upon payment of the **Surrender Value**.

8. **Loss of the Policy Document**

If the **Policy** is lost or destroyed, **You** may make a written request for a duplicate **Policy** which **We** will issue duly endorsed to show that it is in place of the original document, as long as **You** first pay **Us** the Miscellaneous Fee specified in **Part E**. Upon the issue of a duplicate **Policy**, the original will cease to have any legal force or effect.

9. **Travel, Residence & Occupation**

This **Policy** does not impose any restrictions as to travel, residence or occupation.

10. **Governing Law & Jurisdiction**

The terms and conditions of the **Policy** shall be governed by and be subject to Indian law and be subject to the sole and exclusive jurisdiction of the Indian courts.

11. **Our Address for Communications**

All notices and communications in respect of this **Policy** shall be addressed to **Us** at the following address:

PNB MetLife India Insurance Company Ltd.,
'Brigade Seshamahal'
5 Vani Vilas Road
Basvangudi
Bangalore – 560 004
India.

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS**Grievance Redressal Mechanism**

In case **You** have any query or complaint or grievance, **You** may approach **Our** office at the following address:

**PNB MetLife India Insurance Company Ltd.,
'Brigade Seshamahal'
5 Vani Vilas Road
Basvangudi
Bangalore – 560 004
India.**

Toll Free Help line: 1-800-425-6969 (8am –8pm)

Phone: +91 80 2650 2244

Fax +91 80 41506969

Email: indiaservice@pnbmetlife.com

Web: www.pnbmetlife.com

Please address **Your** queries or complaints to **Our** customer services department, and **Your** grievances to **Our** grievance redressal officer, who are authorized to review **Your** queries or complaints or grievances and address the same. Please note that only an officer duly authorized by **Us** has the authority to resolve **Your** queries or complaints or grievances. **We** shall in no way be responsible, or liable, or bound by, any replies or communications or undertakings, given by or received from, any financial advisor or any employee who was involved in selling **You** this **Policy**.

In case **You** are not satisfied with the decision of the above office, or have not received any response within 10 days, **You** may contact the Authority by any of the following means for resolution:

IRDA of India Grievance Call Centre (IGCC)

Toll Free No.: 155255

You can register your complaint online at <http://www.igms.irda.gov.in>

You can write or fax your complaints to

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

9th Floor, United India Towers, Basheerbagh, Hyderabad – 500 029, Andhra Pradesh

Fax No.: +91-40- 6678 9768

E-mail ID: complaints@irda.gov.in

In case **You** are not satisfied with **Our** decision/resolution of the **Company**, **You** may approach the insurance ombudsman at the address in the list of ombudsman below, if **Your** grievance pertains to:

- (a) Insurance claim that has been rejected or dispute of a claim on legal construction of the **Policy**;
- (b) Delay in settlement of claim;
- (c) Dispute with regard to premium; or
- (d) Non-receipt of **Your Policy** document.

The complaint should be made in writing duly signed by the **You, Nominee** or by **Your** legal heirs with full details of the complaint and the contact information of complainant

As per Rule 13(3) of the Redress of Public Grievances Rules 1998, the complaint to the insurance ombudsman can be made:

- (a) Only if the grievance has been rejected by the grievance redress machinery of the Insurer;
- (b) Within a period of one year from the date of rejection by the insurer; and
- (c) If it is not simultaneously under any litigation.

List of Insurance Ombudsman

CONTACT DETAILS	JURISDICTION
AHMEDABAD Sh. P.Ramamoorthy 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.
BENGALURU Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru – 560 025. Tel.: 080 - 22222049 Email: insombudbng@gmail.com	New Centre
BHOPAL Sh.Raj Kumar Srivastava 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@gmail.com	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR 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.
CHANDIGARH Sh.Manik B.Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.

Tel.: - 0172-2706196/5861/6468 Fax: - 0172-2708274 Email: - ombchd@yahoo.co.in	
CHENNAI Sh. Virender Kumar 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).
DELHI 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: - jobdelraj@rediffmail.com	States of Delhi and Rajasthan.
GUWAHATI Sh.D.C.Choudhury 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.
HYDERABAD Sh. G.Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: - 040-23325325/23312122 Fax: - 040-23376599 Email: - insombudhyd@gmail.com	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
Jaipur Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - Fax: 0141 -	New Centre
KOCHI 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	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.

KOLKATA 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	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2201188/31330/1 Fax:- 0522-2231310 Email:- insombudsman@rediffmail.com	States of Uttar Pradesh and Uttaranchal.
MUMBAI Sh.A.K.Dasgupta 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	States of Maharashtra and Goa.
Pune Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - Fax: 020 - Email:	New Centre