

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, a 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 can refer to it if the need arises. Some key details of your Policy are:

Policyholder	Mr./ Ms. [name of Policyholder]	Beneficiaries/ Nominee	Mrs. /Mr. Policyholder Nominee
Policy Number	<policy no>	Premium Payment Term	<N Years>
Name of the Plan	MetLife Major Illness Premium Back Cover	Policy Term	<N Years>
Payment Mode	<Mode>	Modal Premium Amount (excluding taxes)	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

Date of Filing:[x]
 Modified Date:[x]
 Final Policy documents Date:[x]

POLICY PREAMBLE

MetLife Major Illness Premium Back Cover

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]
 [Name of signing authority]
 [Designation of signing authority]

POLICY SCHEDULE

Name of the Plan	MetLife Major Illness Premium Back Cover
Nature of the Plan	Non-Linked, Non – Participating Health Insurance 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. <>
Maturity Benefit	Rs. <>

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	Rs. <>
Modal Premium	Rs. <>
Service Tax	Rs. <>
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) by competent authority, the same would 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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On examination of the Policy, if You notice any mistake, the Policy document must be returned to Us for correction.

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. Annual Premium means one full year's **Regular Premium** (including loadings and excluding taxes)
3. **Annualized Premium** means one full year's **Regular Premium** less loading charged if any, **by Us**.
4. **Application** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Policy**.
5. **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**.
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 a period of 15 days if the **Regular Premium** is payable monthly or via Payroll Savings Plan and 30 days for all other frequencies for payment of **Regular Premium**.
13. **Insured** means the person insured as named in the **Schedule**.
14. **IRDA of India** means the Insurance Regulatory and Development Authority of India.
15. **Maturity Date** means the expiry date of this **Policy** as shown in the **Schedule**.
16. **Nominee** means the person named in the **Schedule** who has been nominated by **You** to receive the benefits under the **Policy**.
17. **Policy** means this contract of insurance, as evidenced by the **Policy Document**.
18. **Policy Document** means this document, any endorsements issued by **Us**, the **Schedule** and the **Application**.
19. **Policy Anniversary** means the period of one year from the **Date of Commencement** and every date falling one year thereafter, till the **Maturity Date**.
20. **Policy Year** means a period of twelve consecutive calendar months from the **Date of Commencement**.
21. **Policy Term** means the period commencing on the **Date of Commencement** and concluding on the **Maturity Date**.

22. **Premium Payment Term** means the period specified in the **Schedule** for which **Regular Premium** must be paid.
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. **Return of Premium** means the benefit of this **Policy**, entitling you to receive maturity benefit at the end of the **Policy Term**.
25. **Revival Period** means a period of 1 year from the due date of the first unpaid **Regular Premium** during which the **Policy** may be revived.
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. **Survival Period** means a period of 30 days beginning on the date of diagnosis of the Critical Illness
29. **We, Us or Our** means PNB MetLife India Insurance Company Limited.
30. **You or Your** means the **Policyholder** as named in the **Schedule**.
31. **Waiting Period** means a period of 90 days beginning on the Commencement Date or the Date of Reinstatement of the **Policy**

POLICY FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

1. Policy Features

MetLife Major Illness Premium Back Cover is a non-linked, non-participating health insurance plan. This plan offers the benefits listed below. The benefits will be payable subject to the terms and conditions of this **Policy**, including the Premium Payment Conditions set out below.

2. Policy Benefits

2.1. Policy Benefits

Upon the **Insured** being Diagnosed to be suffering from any of listed 35 Critical Illnesses while the **Policy** is in force, **We** will pay the Sum Assured specified in the **Schedule** provided that

- the Critical Illness is diagnosed after completion of the **Waiting Period** of 90 days (from date of commencement or date of reinstatement, as applicable); and
- the **Insured** survives until at least the completion of the **Survival Period** of 30 days from the date of Diagnosis of the Critical Illness; and
- the **Company** receives notice of the claim and specified claim documentation in accordance with **Section 5 of Part D**; and
- The Critical Illness has been confirmed in writing by a Registered Medical Practitioner, including a Specialist acceptable to **Us**, (the costs of which shall be borne by **You**; and

A **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his licence. Medical Practitioner shall not include:

- a) The Policyholder's close relative; or
- b) A person who resides with the Policyholder; or
- c) A person covered under this Policy.

"Specialist" means a person who holds a recognised post graduate qualification in any specialised stream of allopathic medicine, is registered by the Medical Council and is practicing within the scope of such license, and shall not include:

- a) Any relative of the Policyholder / Insured; or
- b) Any person who resides with the Policyholder / Insured; or
- c) Any person covered under this Policy

We reserve the right to require examination of the **Insured** and confirmation of the Diagnosis of a Critical Illness by a medical practitioner approved by **Us**.

There is no death or survival benefits in this **Policy** during the Policy Term.

The **Policy** shall terminate immediately and automatically on the earlier of the payment of the Sum Assured under Clause 2.1 above or the **Insured's** death.

2.2. **Terms Applicable to your Policy**

For the purposes of the benefit payable under this **Policy**

- (i) "**Critical Illness**" means any illness as specifically listed below in Clause 2.3 whose signs or symptoms first commence at least 180 days after the **Date of Commencement of the Policy** or **Date of Reinstatement**.
- (ii) "**Diagnosis / Diagnosed**" means the certified diagnosis of a Critical Illness by a **Medical Practitioner**

2.3. **List of Critical Illnesses**

As listed in **Appendix - A**

2.4. **Maturity Benefit**

We will pay the Maturity Benefit, provided no Critical Illness claim is made, which is equal to 100% of the **Annual Premium** received if the **Insured** is alive and the **Policy** is in force on the **Maturity Date**. All other benefits under the **Policy** shall automatically cease to be in force on the **Maturity Date**.

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.

2.6 **Exclusions:**

No benefits will be payable for any event which is a direct or indirect result of a condition which was not disclosed by the member and for which, prior to the risk commencement date medical advice or treatment was recommended or given by a health professional; or evidence of the event existed which would cause a reasonable person to seek diagnosis, care or treatment from a health professional.

Without prejudice to the exclusions mentioned in **Appendix - A**, the following exclusions shall apply to the Policy Benefits admissible under this Policy.

1. Any critical illness or its signs or symptoms having occurred within the "**Waiting Period**" of 90 days of policy issue date or reinstatement date, whichever is later.
2. For all the pre-existing diseases or health conditions at proposal stage, the benefits would be available after 48 months from continuous coverage; where continuous coverage is defined as the uninterrupted and unbroken period of cover provided by the existing insurer or the prior life insurer covering all diseases as under the existing health policy.
3. Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immuno-deficiency Virus (HIV).
4. Self-inflicted injuries, suicide, psychiatric illness, and deliberate participation of the life insured in an illegal or criminal act, if it is with criminal intent. Wherein; psychiatric illness is defined as any pattern of psychological or behavioural symptoms that causes an individual significant distress, impairs their ability to function in life, and/or significantly increases their risk of death, pain, disability, or loss of freedom. In addition, to be considered a psychiatric disorder, the symptoms must be more than an

expected response to a particular event (e.g., normal grief after the loss of a loved one). This is a medical condition & must be diagnosed by medical specialist or Psychiatrist.

5. Use of intoxicating drugs / alcohol / solvent, taking of drugs except under the direction of a qualified medical practitioner

6. War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or wilful participation in acts of violence.

7. Radioactive contamination due to nuclear accident.

8. Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the following countries: Canada, Dubai, Hong Kong, Japan, Malaysia, New Zealand, Singapore, Switzerland, USA, and countries of the European Union. The company may review the above list of accepted foreign countries from time to time, as per the Board Approved Underwriting Policy. Claims documents from outside India are only acceptable in English language unless specifically agreed otherwise, and duly authenticated

9. A congenital condition of the insured.

10. Engaging in hazardous sports / pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc. or Any injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than as a fare-paying passenger on regular routes and on a scheduled timetable unless agreed by special endorsement. Pilots and cabin crew of commercial passenger airlines are not excluded

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**.

The **Regular Premium** rates will not change for the first five **Policy** years. However, the **Regular Premium** is reviewable at every five Policy Years at the Policy Anniversary, after prior approval from the IRDA of India. Such review of premium rates will be performed by the Company at the beginning of the calendar year and the **Regular Premium** after review would only be applicable during the last five **Policy** years.

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** being diagnosed with **Critical Illness** during the **Grace Period**, the **Critical Illness 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 upon diagnosis of any of the listed Critical Illness.

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 but the due **Regular Premium** is not received in full during the **Grace Period**, the **Policy** will become a Reduced Paid-up Policy. The following benefits will be payable when

the **Policy** is a Reduced Paid-up Policy:

(i) **Reduced Paid-Up Sum Assured:**

This shall be determined by multiplying the Sum Assured with the ratio of the number of Regular Premiums paid to the total number of Regular Premiums payable under the Policy

Upon the **Insured** is first diagnosed with any one of the 35 Critical Illnesses during the Policy Term and while the Policy is in Reduced Paid-Up status, the Company will pay the Reduced Paid-Up Sum Assured, as defined above provided that:

- The Critical Illness is diagnosed after completion of the **Waiting Period** of 90 days, in case of any reinstatement; and
- The **Insured** has survived until at least the completion of the **Survival Period** of 30 days after the diagnosis of the Critical Illness.

(ii) **Maturity Benefit:**

Upon survival to the **maturity**, while the **Policy** is in Reduced Paid-Up status, with no Critical Illness claim made during the Policy Term, the **Company** will pay all the premiums paid (excluding the extra premiums and Service Taxes paid by the Policyholder) during the Policy Term as a Maturity Benefit.

(iii) **Surrender:** **You** may surrender the Reduced Paid-up 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

You have a period of 15 days from the date of receipt of the **Policy** to review the terms and conditions of this **Policy**. If You have any objections to the terms and conditions, You may cancel the **Policy** by giving written notice to Us 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 impose 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 **IRDA of India**;
- (c) The Revival Fee specified in **Part E** is received by Us;

3. Loan

Loans are not available under this **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 (GSV)**: The Guaranteed Surrender Value is the minimum surrender value guaranteed to be paid by Us which is calculated in accordance with the table below:
- (b) **Special Surrender Value (SSV)**: The Special Surrender Value is calculated by Us using an asset share approach in a way such that in later policy durations the **Surrender Value** is close to asset share and in initial policy durations, We are able to recover expenses incurred till date on the **Policy**. **Special Surrender Value** is expressed as a percentage of total premiums paid and varies with the **Policy Term** and the year of discontinuance of the **Policy**. It should be noted that **Special Surrender Value** is always higher than **Guaranteed Surrender Value** (defined above). 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 **IRDA of India**. The current Special Surrender Values as approved by IRDA of India are as follows:

Policy Year	GSV	SSV
1	0%	0%
2	0%	0%
3	30%	40%
4	50%	50%
5	50%	55%
6	50%	65%
7	50%	75%
8	70%	80%
9	90%	90%
10	90%	100%

These Surrender Value Factor depends on the then prevailing market conditions and is not guaranteed. **You** may check the applicable special surrender value with **Us** before surrendering the **Policy**.

5. Portability

The Company will allow portability under the product. The "Porting in" i.e. if a policy holder from some other insurer intends to move to PNB MetLife will be subject to underwriting as per the Board approved Underwriting Policy. Similarly, the policyholder shall also be allowed to migrate to a suitable health insurance policy by providing suitable credits for all previous policy years, provided the policy has been maintained without break.

6. Claims Procedure

We will not be obliged to make any payment of the Critical Illness 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) Evidence of date of birth if **We** have not admitted age;
- (d) Proof of title to the **Policy** where applicable;
- (e) Medical report confirming the occurrence of Critical Illness which is acceptable to **Us**;
- (f) All past and present medical records (such as discharge summary, daily records and investigation test reports), if available;
- (g) FIR, police inquest, final police report, if applicable;
- (h) Original or a certified copy of the death certificate showing the circumstances and cause and the date of death, if applicable;
- (i) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier;
- (j) Nominee / **Appointee**/legal heir identification and address proof;
- (k) Any other documentation or information **We** request.

We will not be obliged to make any payment of the claim amount 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

You shall submit all the above documents within 45 days of the occurrence of the claim incidence. We shall consider submission of the above documents beyond 45 days but not later than 90 days from the occurrence of the claim incidence if there are valid reasons for such a delay on **Your** part.

Subject to **You** submitting all the documents as mentioned above within 45 days of the occurrence of the claim incidence or within the permitted extended timelines provided above, **We** shall pay the claim amount within 30 days from the date of receipt of the last of the documents as mentioned above, failing which **We** shall pay interest on the claim amount to **You** at the rate of 2% more than the prevailing bank rate for savings accounts prevalent at the beginning of the financial year in which the claim has been reviewed by **Us**.

7. **Termination of the Policy**

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

- (a) Payment of the Critical Illness Benefit specified in Part C in full;
- (b) The surrender of the **Policy**;
- (c) The **Maturity Date**;
- (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**.

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 **IRDA of India**.
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 **IRDA of India**.
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. **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

6. **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.

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. **Changes to the Terms & Conditions**

We may, in **Our** sole discretion change the **Policy** terms and conditions with the prior approval of the **IRDA of India**. **We** will notify **You** of any changes to the terms and conditions within four weeks of the change taking place. If **You** object to the changes **You** must give written notice to **Us** within a further four weeks or **You** will be deemed to have accepted the change. If **You** give written notice of **Your** objection within four weeks the **Policy** will be deemed to be surrendered and the applicable **Surrender Value** shall be payable.

11. **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.

12. **Fraud**

In case of Fraud / Misrepresentation by the **Policyholder**, the **Policy** will be cancelled immediately by refunding the Surrender Value subject to fraud or misrepresentation being proved as per Section 45 of the Insurance Act, 1938

13. **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.

Date of Filing:[x]

Modified Date:[x]

Final Policy documents Date:[x]

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.

Date of Filing:[x]
 Modified Date:[x]
 Final Policy documents Date:[x]

<p>Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:-ombchd@yahoo.co.in</p>	
<p>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</p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p>
<p>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</p>	<p>States of Delhi and Rajasthan.</p>
<p>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</p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>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</p>	<p>States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.</p>
<p>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 -</p>	<p>New Centre</p>
<p>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</p>	<p>State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.</p>

<p>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</p>	<p>States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.</p>
<p>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</p>	<p>States of Uttar Pradesh and Uttaranchal.</p>
<p>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</p>	<p>States of Maharashtra and Goa.</p>
<p>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:</p>	<p>New Centre</p>