# YOUR WELCOME LETTER

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

<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.

Please find enclosed the Rider document along with other related information, including a copy of your Application. Some key details of your Rider Policy are:

Policyholder	Mr. Valued Customer	Beneficiaries/ Nominee	Mrs./Mr. Customer Nominee
RiderNumber		Policy Number	<policy no=""></policy>
Name of Rider Policy	MetLife Serious Illness Rider	Name of the Policy to which Rider is attached	<plan name=""></plan>
Rider Policy Term	<n years=""></n>	Rider Premium Payment Term	<n years=""></n>
Payment Mode	<mode></mode>	Rider 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 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/Corpo rate Agent for your policy is also mentioned below.

Name	Valued Advisor	Code	XXXXXX
E-Mail ID	valuedadvisor@pnbmetlife.co.in	M obile	XXXXXXX
		/Landline No.	

Wishing you a healthy, secured and a prosperous life.

Yours Sincerely,

PNB MetLife India Insurance Co. Ltd.

### Shiva Kumar Nagaraj Deputy Director (Operations)

 $Stamp\ Duty\ of\ Rs.\ XXX\ (Amount\ in\ words)\ paid\ to\ Government\ of\ Maharashtra\ through\ consolidated\ Stamp\ Duty\ via\ Challan\ No.\ xxx\ xxx\ dated\ xxxxxxx$ 

In case of any queries / concerns, You can reach Us at:				
<b>Call</b> us at <b>1800-425-6969</b> (Toll Free)	Email Us at	Visit www.pnbmetlife.com to	Visit your nearest PNB MetLife	
or 022-4179 0300 (8am -8pm)/ Fax:	indiaservice@pnbmetlife.co.in	manage your policy online.	Office. Our address details are	
022-4023 1225	-	Register online using your	available on <b>www.pnbmetlife.com</b>	
		Customer ID & Policy No.	-	

Date of Filing: 27<sup>th</sup> March, 2014 Final Policy documents Date:25<sup>th</sup> May 2015 Date:dd-mm-yyyy

# RIDER PREAMBLE

# [MetLife Serious Illness Rider]

This is a contract of insurance between You and PNB MetLife India Insurance CompanyLimited. This contract of insurance has been effected on receipt of the Rider 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 this Rider contract.

This Rider Policy forms a part of the Policy named in the Rider Schedule below. This Rider Policy is subject to the terms and conditions of the Policy to the extent applicable. Terms defined under the Policy shall have the same meaning when used in this Rider Policy unless the context requires otherwise. In the event of any inconsistency between the terms and conditions of this Rider Policy and the terms and conditions of the Policy, the terms and conditions of this Rider Policy shall prevail with respect to the subject matter of this Rider Policy.

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

On examination of the Rider Policy, if You notice any mistake or error, please return the Rider 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]

# RIDER SCHEDULE

Name of the Base Policy			
Base Policy UIN:			
Nature of the Base Policy			
Name of the Rider Policy	MetLife Serious Illness Rider		
Rider UIN:			
Rider Policy	Date of	Issuing	
number	Issue	office	
	·		

## 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=""></yes>	Age		

## 2. Rider Benefits

Rider Sum Assured / Basic Sum Assured	Rs.<>
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#### 3. Rider Details

Date of Commencement of Risk	
Date of Inception of the Policy	
Rider Policy Term	
Waiting Period	90 days from the Date of Inception of the Policy
Policy currency	
Annualised Premium	Rs.<>

## 4. Details of Agent/Intermediary

Name	
License number	
Licondonamboi	
Phone number	
1 Hone Hamber	
Address	
Address	
Email address	
Lilialiauuless	

## 5. Premium Details

Premium payment type	Regular/Single
Annualized Rider Premium	Rs.<>
Modal Rider Premium	Rs.<>
Service Tax	Rs.<>
Total Modal Rider premium amount*	Rs.<>
Rider Premium Frequency	
Rider Premium due date	
Last due date of Rider	
premium	
Rider Premium Payment term	

<sup>\*</sup> Includes service tax at prevailing rates. Rider 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	

## 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	

On examination of the Rider Policy, if You notice any mistake, the Rider Policy document must be returned to Us for correction.

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# DEFINITIONS APPLICABLE TO YOUR RIDER

The words or terms below that appear in this **Rider** 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.

- 1.1. Age means age of the Insured as of his last birthday and is as shown in the Rider Schedule.
- 1.2. Annualized Rider Premium means one full year's Regular Rider Premium paid to Us, in accordance with the option chosen in the Rider Schedule.
- **1.3. Application** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Rider Policy**
- 1.4. Appointee means the person named in the Rider Schedule to receive payment under this Rider Policy, if the Nominee is a minor at the time payment becomes due under this Rider Policy
- **1.5** Basic Sum Assured means the amount specified in the Schedule.
- **1.6** Business Day means a working day of Our registered office.
- 1.7 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.
- 1.8 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.
- 1.9 Date of commencement of the Policy is the same of the Date of Inception of the Policy.
- 1.10 Financial Year means the twelve month period between April and March of each calendar year.
- **1.11 Grace Period** means a period of 15 days if the **Regular Rider Premium** is payable monthly or via Payroll Savings Plan and 30 days for all other frequencies for payment of **Regular Rider Premium**.
- 1.12 Insured means the person insured as named in the Rider Schedule.
- 1.13 IRDA of India means the Insurance Regulatory and Development Authority of India.
- 1.14 Nominee means the person named in the Schedule who has been nominated by You to receive the benefits under the Policy and this Rider Policy
- 1.15 Policy means this contract of insurance, as evidenced by the Policy Document.
- 1.16 Policy Document means this document, any endorsements issued by Us, the Schedule, Annexure and the Application.
- 1.17Policy Anniversary means the period of one year from the Date of Commencement and every date falling one year thereafter, till the Maturity Date.
- 1.18Policy Anniversary means the period of one year from the Date of Commencement and every date falling one year thereafter, till the Maturity Date of the Policy.
- 1.19Premium Payment Term means the period specified in the Rider Schedule for which Regular Rider Premium must be paid.

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1.20Regular Rider Premium means the regular payments to be made by You, to keep the Rider Policy in force, in accordance with the frequency and manner of payment chosen by You and is the amount as specified in the Rider Schedule.

- **1.21Revival Period** means a period of 2 years from the due date of the first unpaid **Regular Rider Premium** during which the **Policy** may be revived.
- 1.22Rider Policy Term means the period specified in the Rider Schedule.
- 1.23 Rider Sum Assured means the amount specified in the Schedule.
- 1.24Single Rider Premium means the single premium payable by You, at the inception for issuing this Rider Policy
- 1.25 Waiting Period means the 90 days time period from the Date of Inception of the Policy before any claim can be made
- 1.26We, Us or Our means PNB MetLife India Insurance Company Limited.
- 1.27You or Your means the Policyholder as named in the Rider Schedule.

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# RIDER FEATURES, BENEFITS & RIDER PREMIUM PAYMENT CONDITIONS

#### 1. Rider Features

MetLife Serious Illness Rider is a Critical illness Rider, non-linked, health insurance rider. This **Rider Policy** offers the benefits as listed below. The benefits will be payable subject to the terms and conditions of this **Rider Policy**, including the **Regular Rider Premium** payment conditions set out below.

#### 2. Rider Benefits

#### 2.1. Critical Illness

Subject to this **Rider Policy** being is in full force and effect, upon the confirmed diagnosis of the below Critical Illness and survival of the **Insured** for a period of 30 days, **We** will pay the Rider Sum Assured as specified in the **Rider Schedule** to the Insured / **Nominee**.

- 2.1.1 First Heart Attack Of Specified Severity
- 2.1.2 Stroke Resulting In Permanent Symptoms
- 2.1.3 Cancer Of Specified Severity
- 2.1.4 Open Chest -Coronary Artery Bypass Graft (CABG)
- 2.1.5 Kidney Failure Requiring Regular Dialysis
- 2.1.6 Major Organ / Bone Marrow Transplant
- 2.1.7 Aorta Surgery
- 2.1.8 Total Blindness
- 2.1.9 Open Heart Replacement or Repair of Heart Valves
- 2.1.10 Permanent Paralysis of Limbs.

There is a Waiting Period of 90 days from the Date of Inception of the Policy before any claim can be made.

## 2.2 Suicide Exclusion

In the event the Person Insured commits suicide, whether sane or insane at that time, within one year from the Date of Inception of the Policy, the insurance cover shall be void. The Company will not be liable to pay any of the benefits available under the product including but not limited to the Sum Assured except refunding 80% of premium(s) received without interest.

In the event the Person Insured commits suicide, whether sane or insane at that time, within one year from the date of the last reinstatement, the insurance cover shall be void. The Company will not be liable to pay any of the benefits available under the product except the higher of the Surrender Value or 80% of the premiums paid till the date of death, provided the policy is in force.

## 2.3 Inclusions and Exclusions Applicable to this Rider Policy

- 2.3.1 First Heart Attack Of Specified Severity:
  - 2.3.1.1 The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
  - 2.3.1.2 a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
  - 2.3.1.3 new characteristic electrocardiogram changes

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2.3.1.4 Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

#### 2.3.1.5 The following are excluded;

Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;

Other acute Coronary Syndromes

Any type of angina pectoris.

### 2.3.2 Stroke Resulting In Permanent Symptoms:

2.3.2.1 Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for atleast 3 months has to be produced.

### 2.3.2.2 The following are excluded;

Transient ischemic attacks (TIA)

Traumatic injury of the brain

Vascular disease affecting only the eye or optic nerve or vestibular functions

### 2.3.3 Cancer Of Specified Severity:

2.3.3.1 A malignant tumour characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

#### 2.3.3.2 The following are excluded;

Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.

Any skin cancer other than invasive malignant melanoma

All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0

Papillary micro - carcinoma of the thyroid less than 1 cm in diameter

Chronic lymphocyctic leukaemia less than RAI stage 3

Microcarcinoma of the bladder

All tumours in the presence of HIV infection.

## 2.3.4 Open Chest CABG:

2.3.4.1 The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

### 2.3.4.2 The Exclusions are:

Angioplasty and/or any other intra-arterial procedures

Any key-hole or laser surgery.

## 2.3.5 Kidney Failure Requiring Regular Dialysis:

- 2.3.5.1 End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.
- 2.3.6 Major Organ / Bone Marrow Transplant: The actual undergoing of a transplant of:
  - 2.3.6.1 One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

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2.3.6.2 Human bone marrow using haematopoietic stem cells The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

#### 2.3.6.3 The following are excluded;

Other stem-cell transplants

Where only is lets of langerhans are transplanted

## 2.3.7 Aorta Surgery:

2.3.7.1 The undergoing of surgery to correct any narrowing, dissection, obstruction or aneurysm of the thoracic or abdominal aorta, but not its branches. The surgery must be considered medically necessary by a recognized consultant cardiologist and must be the most appropriate treatment. All minimally invasive procedures such as keyhole, catheter, laser, angioplasty or other intraarterial techniques are excluded.

#### 2.3.7.2 Exclusions

Congenital narrowing of the aorta and traumatic injury of the aorta are specifically excluded.

#### 2.3.8 Total Blindness:

2.3.8.1 Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident. The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures.

### 2.3.9 Open Heart Replacement or Repair of Heart Valves:

2.3.9.1 The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy / valvuloplasty are excluded.

### 2.3.10 Permanent Paralysis of Limbs:

- 2.3.10.1 Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
- 3 Apart from the exclusions specified above there are other exclusions for **Critical illness** rider where the **Insured** will not be entitled to any benefits if a Covered **Critical Illness** results either directly or indirectly from any one of the following causes:
  - 3.1 Existence of any sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
  - 3.2 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 undisrupted and unbroken period of cover provided by the existing insurer or the prior life insurer covering all diseases as under the existing health policy.
  - 3.3 Any disease occurring within 90 days of the start of coverage (i.e. during the waiting period).
  - 3.4 Any congenital condition.
  - 3.5 Intentional self-inflicted injury, attempted suicide, while sane or insane.
  - 3.6 Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.

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3.7 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.

- 3.8 Taking part in any naval, military or air force operation during peace time.
- 3.9 Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger or pilot and cabin crew of a recognized airline on regular routes and on a scheduled timetable.
- 3.10 Participation by the insured person in a criminal or unlawful act with criminal intent.
- 3.11 Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
- 3.12 Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature
- 4 Regular Rider Premium Payment Conditions, The Rider Premium payment option chosen by you is set out in the Rider Schedule. The provisions set out herein are applicable only to cases where the Policyholder opts to pay rider premium in modes other than in Single Premium.

### 4.1 Payment of Regular Rider Premium

If **You** have chosen other than **Single Premium** mode, **You** must pay the **Regular Rider Premium** on or before its due date specified in the **Rider 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 Rider Premium** to be paid by **You**.

The **Regular Premium** rates will not change for the first five **Policy** years. However, these premium rates may be revised after 5 years from the Rider coverage inception, provided **We** have obtained prior approval from the IRDA of India for such premium revision.

## 4.2 Alteration of the Rider Premium Frequency

You may change the frequency of Regular Rider Premium payments provided that You give Us a written request. The change in frequency will be applied only from the Policy Anniversary following the date of Your request in accordance with the Terms and Conditions applicable to the Policy.

#### 4.3 Grace Period

Regular Rider Premium that is not received in full by its due date may be paid in full during the Grace Period specified under the Policy. Upon the Insured being diagnosed to the above Critical Illnesses, during the Grace Period, the Critical illness benefit shall be payable in full.

#### 5 Rider Premium Discontinuance

In case you fail to pay rider premium due under this **Rider Policy** beyond the **Grace Period** in case of regular premium option and for the first 2 **Policy Years/3 Policy Years** in case of 5 year/ 10 year premium payment option respectively, then the **Rider Policy** shall lapse and no benefits would be payable under this **Rider Policy**.

## 5.1 Premium Discontinuance after the completion of the first 3 Policy Years

We will pay Surrender Value as set out in Part D of this Rider Policy subject to Regular Rider Premium for 2 Policy

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Year in case of single premium and 5 years premium payment option and 3 Policy Year been paid in full, in case of 10 year premium payment option chosen by You in the Rider Schedule.

## 5.2 Non Forfeiture benefit

Non forfeiture benefit set out above would not be available to you in the following cases:

- 5.2.1 In case You have chosen regular premium payment option under this Rider Policy.
- 5.2.2. In case you have failed to pay **Regular Rider Premium** due in accordance with the **Rider Schedule** for first 2 **Policy Years**, in case of 5 pay option and/or the 3 **Policy Years** in case of 10 pay option chosen by **You**,
- 5.2.3 In both the aforesaid cases, the **Rider Policy** would terminate and no benefit would be payable under this **Rider Policy**.
- **5.3** Surrender: You may surrender the Rider Policy in accordance with the surrender provisions in Part D.

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# RIDER SERVICING CONDITIONS

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

## 1. Free Look Period

You have a period of 15 days from the date of receipt of the Rider Policy to review the terms and conditions of this Rider Policy. If You have any objections to the terms and conditions, You may cancel the Rider Policy by giving written notice to Us stating the reasons for Your objection and You will be entitled to a refund of the Regular Rider Premium 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 the Rider

A **Rider Policy** which has lapsed in accordance with Part C may be revived within a period of 2 years in accordance with the terms of the base **Policy**.

#### 3. Surrender

Surrender Value will be payable for policies for premium frequency other than Regular Pay

- For single premium mode
- For Rider Policy Term less than 10 years provided that at least two full years' premiums have been paid and For Rider Policy Term more than equal to 10 years provided that at least three full years' premiums have been paid.

Subject to the Rider Policy being eligible to receive the Surrender Value under Part C above, Surrender Value being the higher of the Guaranteed Surrender Value or Special Surrender Value shall be payable to the Insured/Nominee. Guaranteed Surrender Value (GSV) and Special Surrender Value (SSV) are computed as under.

Applicable GSV / SSV % multiplied by Total Premiums Paid multiplied by [ Outstanding Months in the Rider PolicyTerm / Number of Months in the Rider PolicyTenure ]

The Guaranteed Surrender Value is the minimum surrender value guaranteed to be paid by **Us** and applicable percentage of Total Premiums Paid is given in **Appendix 1** 

4. Special Surrender Value: The Special Surrender Value is calculated by Us using a proxy asset share approach. 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 are given in Appendix I

## 5. Claims Procedure

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

- (a) The original Rider document;
- (b) The claim form prescribed by **Us**, duly completed;
- (c) The official death certificate issued by a competent governmental authority;

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(d) First Information Report, police inquest report and a post-mortem report;

- (e) Proof of title to the **Rider** where applicable;
- (f) Nominee/Appointee/legal heir identification and address proof as per regulatory requirements
- (g) Medical report confirming the occurrence of Critical Illness which is acceptable to Us.
- (h) All past and present Medical Records (such as discharge summary, daily records and investigation test reports) if applicable.

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**.

#### 6. Termination of the Rider

The Rider shall be terminated on the occurrence of the earliest of the following:

- (a) The expiry of the **Rider Term**;
- (b) The Maturity Date of the Base Policy
- (c) The **Insured's** death;
- (d) The **Policy Anniversary** following the receipt by **Us** of a written request for the termination of the **Rider**;
- (e) The date on which the **Policy** or **Rider** or both is surrendered, terminated or cancelled for any reason;
- (f) Non-payment of Rider Premium within the Grace Period specified under the Policy.

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# **RIDER CHARGES**

There are no Rider Specific charges.

#### 1. Notices:

Any notice, request direction or instructions given to **Us**, under this **Policy**, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

PNB MetLife India Insurance Co. Ltd., Office: 'TechniplexComplex-1' Unit No. 101, 1st Floor, Veer Savarkar Flyover, Off S V Road, Goregaon (West), Mumbai-400062 Maharastra

Similarly, any notice, direction or instruction to be given by **Us**, under the **Policy** shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

You are requested to communicate any change in address, immediately, to enable us to serve you promptly.

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# **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.

**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 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:

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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 maybe 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.

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(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

13. The terms and conditions of the Group Policy shall be governed by and be interpreted in accordance with Indian I aw and all disputes and differences arising under or in relation to the Group Policy shall be subject to the sole and exclusive jurisdiction of the courts situated in Mumbai.

### 14. 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 Co. Ltd., Office: 'Techniplex Complex-1' Unit No. 101, 1st Floor, Veer Savarkar Flyover, Off S V Road, Goregaon (West), Mumbai-400062 Maharastra PART G Page 18 of 21

# **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 Co. Ltd.,

Office: 'Techniplex Complex-1' Unit No. 101, 1st Floor, Veer Savarkar Flyover, Off S V Road, Goregaon (West), Mumbai-400062 Maharastra

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

Phone: 022-4179 0300 Fax: 022-4023 1225

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 <a href="http://www.igms.irda.gov.in">http://www.igms.irda.gov.in</a>

You can write or fax your complaints to

**Consumer Affairs Department** 

Insurance Regulatory and Development Authority of India

9<sup>th</sup> 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.

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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.
BHUBANES HW AR Office of the Insurance Ombuds man, 62, Forest park, Bhubnes hwar – 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.

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Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:- <u>ombchd@yahoo.co.in</u>	
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 - PondicherryTown 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:-iobdelraj@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.

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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