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Terms & Conditions – Met Smart Child Unit Linked Life Insurance Plan (Non Par) UIN 117L072V02

1. Basic Definitions

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.

- 1.1 **Age** means age of the **Insured** as of his last birthday and is as shown in Section 1 of the **Schedule**.
- 1.2 **Annualized Premium** means the **Regular Premium** payable for one full **Policy Year**.
- 1.3 **Application** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Policy**.
- 1.4 **Appointee** means the person **You** have named to receive payment under this **Policy** if the **Beneficiary** is a minor at the time payment becomes due under this **Policy**.
- 1.5 **Base Sum Assured** means the amount of life insurance cover as chosen by **You** and is shown in Section 1 of the **Schedule**.
- 1.6 **Beneficiary** means the person named in the **Schedule** who is nominated by **You**, to receive the benefits under this **Policy** on the death of the **Insured**, before the **Date of Maturity**.
- 1.7 **Business Day** means a working day of Our Registered office.
- 1.8 **Cost of Insurance** means the cost per Rs 1000 of insurance cover as laid out in the "Table of Cost of Insurance Charges" enclosed.
- 1.9 **Date of Commencement** means the date on which the risk under this **Policy** becomes effective and is as shown in Section 1 of the **Schedule**
- 1.10 **Date of Discontinuance** means the date on which **We** receive intimation from **You** about the discontinuance or surrender of the **Policy** or on the expiry of the Notice Period provided for in Clause 3.2.1
- 1.11 **Date of Issue** 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 Section 1 of the **Schedule**.
- 1.12 **Date of Maturity** means the expiry date of this **Policy** as shown in Section 1 of the **Schedule**.
- 1.13 **Death Benefit** means the amount payable under this **Policy** in accordance with clause 2.1 on the death of the **Insured**.
- 1.14 **Discontinued Policy** means a **Policy** which has lapsed and:
 - a) Which is not revived during the stipulated Revival Period specified in the **Policy**; or
 - b) Which **You** have surrendered in accordance with this **Policy**.
- 1.15 **Discontinued Policy Fund** means a separately identifiable fund that constitutes of the fund value/policy account value of the policies issued by **Us** which are discontinued.
- 1.16 **Grace Period** means a period of 15 days if the **Regular Premium** is payable every month and a period of 30 days if the **Regular Premium** is payable in any other premium payment mode.
- 1.17 **Insured** means the person **Insured** as named in Section 1 of the **Schedule**.
- 1.18 **Lock in Period** means a period of 5 years from the **Date of Commencement**.
- 1.19 **Maturity Benefit** means the amount payable under this **Policy** in accordance with clause 2.2 on the **Date of Maturity**.
- 1.20 **Mortality Charge** means the charge towards providing life insurance cover and is as shown in Section 3 of the **Schedule**.
- 1.21 **Net Asset Value ("NAV")** of a **Unit Linked Fund** means the price of a unit in a **Unit Linked Fund** at which **We** would allocate or cancel **Units** in that **Unit Linked Fund** at each **Valuation Date**.

- 1.22 Partial Withdrawal** means any part of the **Unit Account** that **You** encash in accordance with clause 2.3.
- 1.23 Policy** means this document, any endorsements issued by **Us**, the **Schedule** and the **Application**.
- 1.24 Policy Anniversary** means the date immediately following completion of the first **Policy Year** and the same date every year thereafter until the **Date of Maturity**
- 1.25 Policy Charges** means the charges shown in Section 3 of the **Schedule**. **Policy Charges** are applicable and will be determined in the manner shown in Section 3 of the **Schedule** subject to the terms and conditions of the **Policy**.
- 1.26 Policy Month** means the one month period between the **Date of Commencement** and every subsequent month thereafter until the **Date of Maturity**.
- 1.27 Policy Term** means the period between the **Date of Commencement** and the **Date of Maturity**.
- 1.28 Policy Year** refers to the one year period between the **Date of Commencement** and every subsequent year thereafter until the **Date of Maturity**.
- 1.29 Premium Payment Term** means the period for which the premiums are payable and is as shown in the Section 1 of the **Schedule**.
- 1.30 Regular Premium** refers to the amount which **You** must pay at the frequency specified in the **Schedule** for the **Base Sum Assured** during the **Premium Payment Term** and is as shown in Section 1 of the **Schedule**.
- 1.31 Regular Premium Fund Value** means the total number of **Units** in the **Regular Premium Unit Account** of this **Policy** multiplied by the **Net Asset Value** as at the **Relevant Date**.
- 1.32 Regular Premium Unit Account** means **Your Unit Account** pertaining to the **Regular Premium**.
- 1.33 Relevant Date means :**
- 1.33.1** Our date of receipt of **Your** written notice/request for switches, **Partial Withdrawal**, surrender or termination of the **Policy** and free-look cancellation.
- 1.33.2** Our date of receipt of notice of the death of the **Insured** in the case of a **Death Benefit** claim.
- 1.33.3** The **Date of Maturity** in the case of a **Maturity Benefit** claim.
- 1.33.4** If the request is received on or before 15.00 hours on a **Business Day**, the corresponding **Valuation Date** is the same **Business Day**.
- 1.33.5** If the request is received after 15.00 hours on a **Business Day**, the corresponding **Valuation Date** is the next **Business Day**.
- 1.34 Revival Period** means a period of 2 years from the **Date of Discontinuance**.
- 1.35 Schedule** means the schedule **We** issue along with any annexure, unit statement, tables or endorsements attached to it from time to time
- 1.36 Unit Linked Fund** means a separately identifiable investment-linked fund set up and managed by **Us** for the purpose of achieving the objectives of the fund. The **Unit Linked Funds** available under this **Policy** are mentioned in Section 2 of the **Schedule**
- 1.37 Unit** means a notional and proportionate part of the **Regular Premium Unit Account** created upon the allocation of **Regular Premium**
- 1.38 Unit Account** means the notional account that **We** administer in which **Your Units** pertaining to **Regular Premium** are allocated or redeemed.
- 1.39 Valuation Date** means the date on which the assets to which a **Unit Linked Fund** is/are referenced, are valued and the date on which **NAV** is determined.
- 1.40 We, Us or Our** means PNB MetLife India Insurance Company Limited.
- 1.41 You or Your** means the **Policyholder**, as named in Section 1 of the **Schedule**

2. Policy Benefits

Met Smart Child is the name of the product offered by Us under this **Policy**. It is a non-participating unit linked endowment plan, which matures on the **Date of Maturity**. **Your Policy** provides the following benefits:

2.1. Death Benefit

2.1.1. If the **Insured** dies during the **Policy Term** and while the **Policy** is in force, then **We** will pay the **Beneficiary** (or the **Appointee** if the **Beneficiary** is a minor on the date of the **Insured's** death) the higher of:

- a) The **Base Sum Assured** or
- b) 105% of the total **Regular Premiums** received;

2.1.2. In addition to any amount payable under clause 2.1.1:

- a) **We** shall continue the **Policy** till the **Date of Maturity**. All **Policy Charges** other than the **Mortality Charges** shall continue to be deducted; and
- b) **We** shall apply a Premium Waiver Benefit under which an amount equivalent to the future **Regular Premiums** that would otherwise have been payable under the **Policy** for the remainder of the **Premium Payment Term**, will be paid into the **Balancer – II Fund** on every monthly **Policy Anniversary**, following the date of notification of the **Insured's** death until the end of the **Premium Payment Term**;
- c) On the **Insured's** death any portion of the **Regular Premium Fund Value** invested in the Flexi Cap Fund, Virtue-II Fund or Multiplier-II Fund will be automatically switched to the Balancer II Fund and will remain invested in the Balancer-II Fund for the remaining **Policy Term**.
- d) The **Regular Premium Fund Value** shall be payable to the **Beneficiary** in lump sum on the **Date of Maturity**.

2.1.3. No switches, premium redirections or **Partial Withdrawals** shall be allowed after the **Insured's** death

2.1.4. If the **Beneficiary** pre-deceases the **Insured** during the **Policy Term**, then **You** may either:

- a) Continue the **Policy** on the original terms by nominating any of **Your** other children as a **Beneficiary**; or
- b) Continue the **Policy** on the original terms without appointing a new **Beneficiary** in which case the Maturity Benefit shall be payable to **You/Your** legal heirs on the **Date of Maturity**.
- c) Surrender the **Policy** in accordance with clause 3.3.

2.1.5. If the **Beneficiary** dies after the **Insured** but before the completion of the **Policy Term**, then the **Policy** and the Premium Waiver Benefit shall continue until the Date of Maturity upon which the Regular Premium Fund Value will be paid to **Your** legal heirs or legal representatives. No other **Beneficiary** can be nominated in such circumstances.

2.1.6. If Regular Premium has not been received under the **Policy** and the **Insured** dies before the **Policy** becomes a Discontinued **Policy**, then all overdue **Mortality Charges** and **Policy** Administration Charges shall be deducted from any amount payable under clause 2.1.1.

2.2 Maturity Benefit

If the **Insured** is alive on the **Date of Maturity** and the **Policy** is in force, then **We** will pay **You** the **Regular Premium Fund Value** as on the **Relevant Date**. **You** may choose any one of the Settlement Options listed in clause 2.4 to receive the **Maturity Benefit**.

2.3 Loyalty Additions

If the **Policy** is in force and all due **Regular Premiums** have been received, then **We** will add a loyalty addition calculated in

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accordance with the table below to the amount payable on the **Date of Maturity**. This includes all policies continuing upto maturity date after the death of the **Policyholder**

Loyalty Addition at Date of Maturity			
Policy Term	10	15	20
% of Average Fund Value	N.A	2.00%	3.00%

The **Average Fund Value** will be the average of the **Regular Premium Fund Values** at the end of the last 36 **Policy** months preceding the due date of the Loyalty Addition

2.4 Settlement Option

You may exercise any one of the following Settlement Options by giving **Us** written notice at least 90 days before the **Date of Maturity** specifying which of the options **You** wish to exercise along with any information or documentation that **We** request:

- (a) Receive the **Regular Premium Fund Value** as at the **Date of Maturity** in entirety.
- (b) Receive the **Regular Premium Fund Value** as at the **Date of Maturity** in equal installments at the regular intervals specified by **You**, in **Your** notice setting out **Your** Settlement Option, for a period not exceeding 5 calendar years from the **Date of Maturity**.
- (c) Receive a specified portion of the **Regular Fund Value** as at the **Date of Maturity** on the **Date of Maturity** and receive the remainder of the **Regular Fund Value** in equal installments at the regular intervals specified by **You**, in **Your** notice setting out **Your** Settlement Option, for a period not exceeding 5 calendar years from the **Date of Maturity**.

If **We** do not receive **Your** written notice to exercise a Settlement Option at least 90 days before the **Date of Maturity**, then **You** will be deemed to have requested to receive **Regular Premium Fund Value** as at the **Date of Maturity** in entirety.

You understand and agree that if the Settlement Option (b) or (c) is exercised by **You**, then:

- (a) All investment risks in the investment portfolio shall continue to be borne by **You**;
- (b) The Settlement Option shall be administered in accordance with **Our** rules as applicable from time to time. Currently, the minimum amount for each installment is 5% of the **Regular Premium Fund Value** and the maximum payment frequency is monthly;
- (c) No **Partial Withdrawals** or fund switches shall be allowed after the **Date of Maturity** even if the Settlement Option is in force;
- (d) **You** may terminate the **Policy** at any time when the Settlement Option is in force and **We** will pay the balance of the **Regular Premium Fund Value** as on the date of termination;
- (e) Only the **Fund Management Charges** and the **Policy Administration Charges** specified in the **Schedule** shall be levied when the Settlement Option is in force;

If **You** die after the **Date of Maturity** but before the end of the term of the Settlement Option, only the balance of the **Regular Premium Fund Value** as on the **Relevant Date** shall be payable and the **Policy** shall immediately and automatically terminate.

2.5 Partial Withdrawals

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After the completion of the first 5 **Policy Years** if the **Policy** is in force and all due **Regular Premium** has been received in full for at least 5 **Policy Years**, **You** may make a **Partial Withdrawal** by giving **Us** a written request specifying the amount of the proposed **Partial Withdrawal** provided that:

- 2.5.1 The proposed **Partial Withdrawal** amount is not less than Rs.5,000 and should not be more than 10% of the **Regular Premium Fund Value** at the time of the request for the **Partial Withdrawal**.
- 2.5.2 The **Regular Premium Fund Value** after any **Partial Withdrawal** should not be less than 200% of the first **Policy Year Annualised Premium**.
- 2.5.3 All requests for a **Partial Withdrawal** will be subject to **Our** approval and based on the rules of the applicable **Unit Linked Funds**.
- 2.5.4 Only two (2) **Partial Withdrawals** will be allowed in any **Policy Year**.
- 2.5.5 Only one (1) **Partial Withdrawal** in any **Policy Year** will be free of charge. For any other **Partial Withdrawal** in that **Policy Year**, the **Partial Withdrawal Charge** specified in Section 3 of the **Schedule** shall be applicable.
- 2.5.6 All **Partial Withdrawals** will be effected by cancelling **Units** from the **Regular Premium Unit Account**.

2.6 Loans

No loans are allowed under this **Policy**

3. Premium/Sum Assured Provisions

3.1 Regular Premium

- 3.1.1 **You** shall pay the **Regular Premium** in full on the due dates during the **Premium Payment Term**. **Regular Premiums** received before the due date shall be credited to **Your Policy** only on the due date and **You** understand and agree that **You** shall not be entitled to any interest on such **Regular Premium** paid.
- 3.1.2 All taxes cess, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the premiums or on any charges as applicable, to be paid by **You** or recovered by way of unit deduction.

3.2 Premium Discontinuance & Reinstatement

Regular Premium which is not received in full by the due dates may be paid within the **Grace Period**. During the **Grace Period**, the insurance cover under the **Policy** will continue to be in force and all applicable **Policy Charges** shall continue to be deducted.

Discontinuance of Payment of Regular Premium before the completion of the Lock in Period

- 3.2.1 If the **Regular Premium** due is not received in full by the expiry of the **Grace Period**, **We** will, within 15 (Fifteen) days of the expiry of the **Grace Period**, give a written notice to **You** to exercise one of the following options in writing within 30 (Thirty) days of the receipt of such notice ("**Notice Period**"):
 - (a) Revive the **Policy** within 2 years from the **Date of Discontinuance** ("**the Revival Period**");
 - (b) Complete withdrawal (i.e. surrender) of the **Policy** without any risk cover.
- 3.2.2 If the complete withdrawal option is exercised by **You**, the provisions as mentioned in clause 3.3.2 relating to surrender of the **Policy** prior to expiry of the 5th **Policy Year** ("**Lock in Period**") will become applicable.

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- 3.2.3 If **You** do not exercise any of the above options during the **Notice Period**, **You** will be deemed to have completely withdrawn from the **Policy** and the provisions as mentioned in clause 3.3.2 shall apply.
- 3.2.4 During the period up to the **Date of Discontinuance**, the insurance cover under the **Policy** will continue and all **Policy Charges** under the **Policy** will continue to be deducted.
- 3.2.5 If **You** have:
- (a) Exercised the option to revive the **Policy** within the **Revival Period**; or
 - (b) Exercised the option to completely withdraw from the **Policy**; or
 - (c) Not paid the due **Regular Premium** by the expiry of the Notice Period and not exercised any of the options mentioned above,

then, on the **Date of Discontinuance**, **We** will credit the **Regular Premium Fund Value**, by creation of Units, into the **Discontinued Policy Fund** after deducting applicable Discontinuance Charges. The insurance cover under the **Policy** will cease and no further **Policy Charges** will be levied by **Us** other than the Fund Management Charge applicable on the **Discontinued Policy Fund**.

- 3.2.6 On the expiry of the **Lock in Period**, **We** will close the Unit Account and the value of **Units** in the **Discontinued Policy Fund** as at that date shall be paid to **You**, unless **You** have exercised the option to revive the **Policy** within the **Revival Period**.
- 3.2.7 If **You** have chosen in writing the option to revive the **Policy** within the **Revival Period**, **You** may exercise any of the following options in writing during the **Revival Period**:

- (a) Revive the **Policy**, subject to the following conditions:
 - (i) **You** give **Us** a written request to revive the **Policy**; and
 - (ii) **You/ Insured** produce evidence of insurability, at **Your/his** own cost, acceptable to **Us** as per **Our** board approved underwriting policy; and
 - (iii) **You** pay **Us** all overdue **Regular Premium** in full.

On revival, the insurance cover under the **Policy** as at the **Date of Discontinuance** will be restored and the funds against the **Policy** in the **Discontinued Policy Fund** shall be credited back to the **Unit Linked Funds** chosen by **You**. Discontinuance Charges deducted will also be added back to the **Unit Account**.

The amount of **Regular Premium** paid on revival, less any Premium Allocation Charges attributable to the **Regular Premium** paid on revival in accordance with the ratio in which the **Regular Premium** should be allocated in the **Unit Linked Funds** specified by **You** will be used to purchase **Units** as on the date of revival.

An amount equal to the Policy Administration Charge falling due between the **Date of Discontinuance** and the date of revival will be levied on revival by cancelling **Units** in the **Unit Account**.

- (b) Complete withdrawal from the **Policy** without any risk cover:

If **You** exercise the option of complete withdrawal, then, on the date of surrender, the following shall be applicable:

 - (i) If the **Lock in Period** has not expired, the provisions relating to surrender of the **Policy** within the **Lock in Period** as per clause 3.3.2 shall be applicable.
 - (ii) If the **Lock in Period** has expired, the provisions relating to surrender of the **Policy** after the **Lock in Period** as per clause 3.3.1 shall be applicable.

(c) Deemed Option:

If **You** do not exercise any option during the **Revival Period**, then at the expiry of the later of the **Revival Period** or the **Lock in Period**, **You** will be deemed to have completely withdrawn from the **Policy** and the provisions of clause 3.3 shall apply.

During the period up to the expiry of the **Revival Period** or the earlier exercise of any of the above options, the **Policy** will continue to be in discontinuance mode with no insurance cover and no **Policy Charges** shall be levied by **Us** other than the Fund Management Charge applicable on the **Discontinued Policy Fund**. If the **Insured** dies when the **Policy** is in discontinuance mode, **We** will pay the **Regular Premium Fund Value** as available in the **Discontinued Policy Fund** on the date of death and any Discontinuance Charges deducted shall be added back to the **Regular Premium Fund Value** if **You** have not exercised the complete withdrawal option.

During the period of discontinuance of the **Policy**, **You** shall not be allowed to exercise switches or partial withdrawals.

Discontinuance of Payment of Regular Premium after the completion of the Lock in Period

3.2.8 If the **Regular Premium** is not received in full by the expiry of the **Grace Period**, **We** will, within 15 (Fifteen) days of the expiry of the **Grace Period**, give a written notice to **You** to exercise one of the following options in writing within 30 (Thirty) days of the receipt of such notice ("Notice Period"):

- (a) Revive the **Policy** within the **Revival Period**;
- (b) Complete withdrawal (surrender) of the **Policy** without any risk cover;

If the complete withdrawal option is exercised by **You**, the provisions relating to surrender of the **Policy** after the **Lock in Period** as per Clause 3.3.1 will be applicable.

- (c) Convert the **Policy** into a Paid-Up Policy

If **You** choose the paid up option, the **Policy** will continue without any further premiums being payable till the end of the **Policy Term** and all applicable **Policy Charges** will continue to be levied. In this case, the **Base Sum Assured** will be reduced by the proportion of total **Regular Premiums** received from **You** to the total **Regular Premiums** payable during the **Premium Payment Term**. This reduced Sum Assured is called the 'Paid up Sum Assured'.

The **Policy** once converted to a Paid-Up Policy cannot subsequently be revived during the **Policy Term**.

3.2.9 If **You** do not exercise any of the above options during the Notice Period, **You** will, by default, be deemed to have completely withdrawn from the **Policy** and the surrender provisions after the **Lock in Period** as per clause 3.3.1 will be applicable.

During the period up to the **Date of Discontinuance**, the insurance cover will continue and all **Policy Charges** under the **Policy** will continue to apply.

If **You** have chosen in writing the option to revive the **Policy** within the **Revival Period**, **You** may exercise any of the following options in writing during the **Revival Period**:

- (a) Revive the **Policy**:

Revive the **Policy**, subject to the following conditions:

- (i) **You** give **Us** a written request to revive the **Policy**; and
- (ii) **You/Insured** produce evidence of insurability, at **Your**/his own cost, acceptable to **Us** as per **Our** board approved underwriting policy; and
- (iii) **You** pay **Us** all overdue **Regular Premium** in full.

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The amount of **Regular Premium** paid on revival, less any Premium Allocation Charges attributable to the **Regular Premium** paid on revival in accordance with the ratio in which the **Regular Premium** should be allocated in the **Unit Linked Funds** specified by **You** will be used to purchase **Units** on the date of revival.

If **You** do not exercise any option during the **Revival Period**, then at the expiry of the **Revival Period**, **You** will be deemed to have completely withdrawn from the **Policy** and the provisions of the surrender after the **Lock in Period** as per clause 3.1 shall be applicable.

During the period up to the expiry of the **Revival Period** or the earlier exercise of any of the above options, the **Policy** will continue with full risk cover and all applicable **Policy Charges** will be levied during the **Revival Period**.

- (b) Complete Withdrawal from the **Policy** without any risk cover:

If **You** exercise the option of complete withdrawal, then, on the date of surrender, the provisions relating to surrender of the **Policy** after the **Lock in Period** as per clause 3.3 shall be applicable.

- (c) Convert the **Policy** into a Paid-Up Policy:

If **You** choose the option to convert the Policy to a Paid-Up Policy, the provisions of Clause 3.2.8. (c) shall apply.

- 3.2.10 During the period when the **Policy** is discontinued, **You** shall not be permitted to exercise any of the options set out in Clause 4 unless specifically provided otherwise.

3.2.1.

3.3 Policy Surrender

- 3.3.1 After the 5th **Policy** Anniversary, **You** may surrender the **Policy** at any time during the **Policy Term** and the **Regular Premium Fund Value** will be payable.

- 3.3.2 Before the completion of the **Lock in Period**, **You** may surrender the **Policy** and the **Regular Premium Fund Value** after deduction of any **Discontinuance Charges** specified in **Section 3** of the **Schedule** will be credited to the **Discontinued Policy Fund**, and this amount will continue to remain in this fund (without the deduction of any charges) until the commencement of the 6th **Policy Year** upon which the relevant Fund Value plus applicable interest computed at a minimum interest of 4% pa shall be payable

- 3.3.3 In circumstances that **We** may determine as being exceptional, **We** may, with the prior approval of the **IRDA**, defer the termination/surrender of the **Policy** for a period not exceeding six months from the date of receipt of request for termination/surrender of the **Policy**. Examples of such circumstances are:

- (a) When one or more stock exchanges which provide a basis for valuation for a substantial portion of the assets of the fund are closed other than for ordinary holidays.
- (b) When, as a result of political, economic, monetary or any circumstances that are out of **Our** control, the disposal of the assets of the **Unit-Linked Fund** are not reasonable or would not in **Our** view be reasonably practicable without being detrimental to the interests of the remaining **Policyholders** invested in the **Unit-Linked Fund(s)**.
- (c) During periods of extreme market volatility, resulting in non-valuation of funds, during which termination of the **Policy** would, in **Our** opinion, be detrimental to the interests of the existing **Policyholders** invested in the **Unit-Linked Fund**.
- (d) In case of natural calamities, strikes, war, civil unrest, riots and bandhs;
- (e) In the event of any circumstance of force majeure or disaster that affects **Our** normal functioning.

3.4. Premium Redirection

All **Regular Premiums** received will be allocated to the **Unit Linked Funds** specified in the **Schedule** in the proportion specified in the **Schedule**. **You** may change the premium allocation proportion once every **Policy Year** free of charge. Any subsequent changes in a **Policy Year** will attract the Miscellaneous Charge specified in Section 3 of the **Schedule**. Any change **You** make to the premium allocation proportion must comply with the applicable rules of the **Unit Linked Funds**, if any, and will only be processed if (a) the sum of the proposed proportionate allocations is equal to one hundred percent (100%); and (b) the proposed allocation proportion for any one Unit Linked Fund is at least twenty percent (20%) of the Regular Premium.

3.5. Increase/Decrease in premiums & Increase /Decrease In Sum Assured

3.5.1 **You** are not allowed to change the **Regular Premiums** or the **Base Sum Assured** under this **Policy**.

4. Fund Provisions

4.1 Unit Allocation

The **Regular Premium** net of Premium Allocation Charges will be allocated to the **Unit Linked Funds** in the proportion specified in the **Schedule** provided that the minimum amount allocated to any **Unit Linked Fund** shall be 20% of the **Regular Premium** subject to applicable rules, if any, of that **Unit Linked Fund**.

The **Regular Premium** net of Premium Allocation Charges will be used to buy **Units** in the chosen **Unit Linked Funds** by using the **Net Asset Value** calculated in accordance with in clause 4.4 below provided that:

- 4.1.1** If the **Regular Premium** is received by local cheque/DD (payable at par where the premium is received) on or before 15:00 hours on a **Business Day**, the **Valuation Date** will be the same **Business Day**.
- 4.1.2** If the **Regular Premium** is received by local cheque/DD (payable at par where the premium is received) after 15:00 hours on a **Business Day**, the **Valuation Date** will be the next **Business Day**.
- 4.1.3** If the **Regular Premium** is received by any other authorized mode, the **Valuation Date** will be the **Business Day** on which the payment is realised.
- 4.1.4** If no valuation is undertaken on a **Business Day**, then the **Valuation Date** will be the date when the next valuation is done. **Regular Premium** received prior to the due date will be allocated to the chosen **Unit Linked Funds** only on the due date and **You** shall not be entitled to any interest on premium amounts received before the due date

4.2 Unit Allocations & Nominal Value

Unit allocations will be rounded up to four decimal places.

4.3 Valuation of Funds

- 4.3.1** The assets to which the **Unit Linked Funds** are referenced will be valued daily in the **Unit Linked Funds** in order to meet the day to day transactions in that **Unit Linked Fund**.
- 4.3.2** Valuation of **Unit Linked Funds** = Market value of the investment held by the Fund plus value of current assets less value of current liabilities and provisions, if any and divided by the number of Units existing on the **Valuation Date** (before creation/redemption of Units)

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4.3.3 We shall make all decisions about the selection and valuation of the assets to which a **Unit Linked Fund** is referenced subject to regulatory guidelines in the regard.

4.3.4 The **Regular Premium Fund Value** will be calculated using the **Net Asset Value** on the corresponding **Valuation Date** falling on or immediately after the **Relevant Date**. If a request/notice is received:

4.3.4.1 On or before 15:00 hours on a **Business Day**, the **Valuation Date** will be the same **Business Day**;

4.3.4.2 After 15:00 hours on a **Business Day**, the **Valuation Date** will be the next **Business Day**.

4.3.5 If no valuation is undertaken on a **Business Day**, then the **Valuation Date** will be the date when the next valuation is done.

4.3.6 We may change these rules by sending **You** 15 days prior written notice.

4.4 Calculation of Net Asset Value

We will calculate the **Net Asset Value** in accordance with the following formula:

(Market/Fair value of investments +/- Expenses incurred + Current Assets + Accrued Income - Current Liabilities and Provisions – Fund Management Charge) / (Number of outstanding **Units** under the relevant **Unit Linked Fund**)

The **Net Asset Value** will be rounded up to four decimal places.

4.5 Systematic Transfer Option:

You may choose to apply the **Systematic Transfer Option** at the inception of the **Policy** or any time during the **Policy Term** if **You** provided that the **Regular Premium** is due in annual mode. If **You** wish to apply the **Systematic Transfer Option** during the **Policy Term**, then **You** shall give **Us** written notice at least 30 days before the **Policy Anniversary** on which **You** propose that the **Systematic Transfer Option** be applied. This option will be applied as specified below:

- (i) If the **Systematic Transfer Option** is chosen to be applied from the **Date of Commencement** or during the **Policy Term**, the **Regular Premium** allocation percentage in Protector II Fund should be at least 50% of the **Annualized Premium** paid.
- (ii) The **Units** in the Protector II Fund will be automatically switched to the Flexi Cap Fund at the end of every calendar month in the following manner

Month1	1/12 of the Units available at the end of Month1
Month2	1/11 of the Units available at the end of Month2
Month5	1/8 of the Units available at the end of Month5
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Month11	1/2 of the Units available at the end of Month11
Month12	Balance Units available at the end of the Month12

- (iii) The **Systematic Transfer Option** will be automatically discontinued if the **Policy** becomes a **Discontinued Policy** or if the **Regular Premium** payment mode is changed to any mode other than annual mode.
- (iv) No switches other than those made automatically by the **Systematic Transfer Option** will be allowed when the **Systematic Transfer Option** is in force.

4.6 Switches between Unit Linked Funds

4.6.1 If the **Policy** is in force, **You** may give **Us** a written request to switch between the existing investments in **Unit Linked Funds** provided that:

- 4.6.1.1** The proposed switch is in accordance with the rules applicable to the **Unit Linked Funds**;
- 4.6.1.2** The first 4 switches in any **Policy Year** will be free of any charges. All subsequent switches in that **Policy Year** will be subject to the applicable charges specified in Section 3 of the **Schedule**.
- 4.6.1.3** All request for switches made through **Our** online **Policy** Portal will be free of any charges.
- 4.6.1.4** The minimum amount for any proposed switch is Rs.5,000.
- 4.6.1.5** **We** shall not approve of the request for a switch if, if the Systematic Transfer Option is in force under the **Policy**.

4.7 Changes in existing Unit Linked Fund

- 4.7.1** **We** may at **Our** sole and absolute discretion establish a new **Unit Linked Fund** or close any of the existing **Unit Linked Funds** specified in Section 2 of the **Schedule** with the prior approval of the Insurance Regulatory and Development Authority.
- 4.7.2** **We** will send **You** at least 4 weeks prior written notice of the **Unit Linked Fund** closure date. If **You** have not informed **Us** in writing before the closure date of another **Unit Linked Fund** to which the closing fund value is to be switched, then **We** will automatically switch the fund value to the **Unit Linked Fund** which offers the highest proportion of investment in Government Securities. **We** will not charge any switching fee for any such **Unit Linked Fund** closure.

4.8 Changes to Terms and Conditions

- 4.8.1** **We** may change these terms and conditions, the rules for the **Unit Linked Funds** and the benefits conferred by the **Policy** if there is a change in the law, legislation or taxation affecting **Us** or the **Unit Linked Funds** or the **Policy**, or if there is a change in circumstances which makes it impossible or impracticable for **Us** to follow these terms and conditions. Changes will be made with the prior approval of the Insurance Regulatory and Development Authority.
- 4.8.2** **We** will send **You** notice of any changes to the terms and conditions, rules for the **Unit Linked Funds** and benefits within four weeks from the date of effecting such changes. If **You** do not agree with the changes and do not give **Us** written notice of **Your** disagreement within four weeks of **Our** notice of the change, it will be deemed that **You** have accepted the change. If **We** receive notice of **Your** objection within 4 weeks of **Our** notice of the change, **You**

may surrender the **Policy** in accordance with clause 3.2 and no surrender charges will be levied upon such surrender.

5 Ownership Provisions

5.1 Nomination & Assignment

5.1.1 **Nomination** is not allowed under this **Policy**

5.1.2 **Assignment** is not allowed under this **Policy**

6 Termination of Policy

The **Policy** will be immediately and automatically terminated on the occurrence of the earliest of the following:

- a) The date of confirmation by **Us** of the termination of the **Policy** under clause 3.3; or
- b) **Date of Maturity**; or
- c) The date of surrender of the **Policy**; or
- d) If the **Regular Fund Value** becomes equal to 120% of the **Annualized Premium**, if the **Policy** has completed at least 5 **Policy Years**.

7 General Provisions

7.1 Free Look Period: **You** may cancel the **Policy** by giving **Us** a signed written notice within 15 days (30 days if the **Policy** has been purchased through distance marketing) of receiving the **Policy** stating the reasons for **Your** objection and **We** will pay an amount equal to non-allocated premiums plus charges levied through cancellation of **Units** plus the **Regular Premium Fund Value** at the date of cancellation subject to deduction of stamp duty and proportionate risk premium for the period of cover.

7.2 Taxation: Any tax benefits under the **Policy** shall be in accordance with the prevailing laws relating to taxation in India and any amendments thereto from time to time. We reserve the right to deduct, charge or recover taxes or applicable duties in accordance with applicable law from any payments received or made under or in relation to the **Policy**.

7.3 Suicide: If the **Insured** commits suicide whilst sane or insane within 1 year from the **Date of Commencement** or the date of the last reinstatement, whichever is later, **Our** liability to make any payment under this **Policy** shall be limited to the **Regular Premium Fund Value** as on the **Relevant Date**. Any charge recovered subsequent to the date of death shall be paid-back to the **Beneficiary** along with the Death Benefit.

7.4 Currency & place of payment: All amounts payable either to or by **Us** under the **Policy** will be paid in the currency shown in Section 1 of 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.

7.5 Declaration of the Correct Age: Declaration of the correct **Age** of the **Insured** is important for **Our** underwriting process, before issuance of the **Policy**. The premiums are calculated on the basis of the **Age** of the **Insured**. If the **Age** declared in the Proposal Form is found to be incorrect at anytime during the **Policy Term** or at the time of claim, We may:

- 4.4.1.1. revise the premium and/or applicable benefits payable under the **Policy** in accordance with the premium and benefits that would have been payable in accordance with the correct **Age** of the **Insured**, if the correct **Age** of the **Insured** made him eligible for the **Policy** on the **Effective Date**; or

4.4.1.2. cancel the **Policy** by paying the **Surrender Value**, subject to Section 45 of the Insurance Act, if the correct **Age** of the **Insured** made the **Insured** ineligible for the **Policy** on the **Effective Date**.

7.6 Disclosure: Insurance is a contract of utmost good faith and We rely and trust upon Your representations and declarations. This Policy has been underwritten and issued by Us based on the information provided by You in/ with the Proposal Form. In case of any concealment, non-disclosure or fraud or if any information or document or representation made by You to Us is found to be incorrect, We reserve the right to cancel this Policy immediately by paying the Surrender Value, subject to such fraud or misrepresentation being established by Us in accordance with Section 45 of the Insurance Act. We also draw Your attention to Section 45 of the Insurance Act which states as follows:

“No policy of life insurance effected after the expiry of two years from the date on which it was effected be called in question by an insurer on the ground that a statement made in the proposal form for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

Provided that nothing in this section shall prevent the insurer from calling for proof of age 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.”

7.7 Fraud

If You or anyone acting at Your direction or within Your knowledge, or any person under or in respect of this Policy makes or advances any claim knowing it to be false or fraudulent in any way, then, We will cancel this Policy immediately by paying the Surrender Value, subject to such fraud being established by Us in accordance with Section 45 of the Insurance Act.

7.8 Claims Procedure

7.8.1 It is a condition precedent to **Our** liability under this **Policy** that **We** have received all of the following information and documentation and any other information or documentation **We** request, including but not limited to:

- The original **Policy** document.
- **Our** claim forms duly completed.
- The official death certificate issued by a competent authority.
- First Information Report, police inquest report and a post-mortem report if death is due to any unnatural cause.
- Proof of title to the **Policy** where applicable.
- **Beneficiary**/legal heir identification and address proof.

7.8.2 **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

- The **Policy** document.
- The discharge voucher as prescribed by **Us**

In the event of there being a delay in intimation of a claim to **Us**, due to reasons beyond **Your**/claimant's control, We may condone such delay on merits.

7.9 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, provided that **We** receive the fee **We** prescribe for issuing the duplicate **Policy**. Upon the issue of a duplicate **Policy**, the original will cease to have any legal force or effect. **You** agree that **You** will indemnify and hold **Us** free and harmless from and against any claims or demands which may arise under or in relation to the original **Policy** document.

7.10 Policyholder's Rights; To exercise **Your** rights or options, under this **Policy**, **You** should follow the procedures stated in this **Policy**. If **You** want to request a change in payment mode, change **Your Beneficiary**, change an address or exercise any other

IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER

options under the **Policy**, **You** shall do so only using the forms prescribed for each purpose which are available with **Your** Financial Advisor or from **Our** local office.

7.11 Travel, Residence and Occupation: This **Policy** does not impose any restrictions as to travel, residence or occupation, except as otherwise provided in any special provisions to this **Policy** or by law.

7.12 Governing Law & Jurisdiction: The terms and conditions of the **Policy** shall be governed by and be interpreted in accordance with Indian law and all disputes or differences arising under or in relation to the **Policy** shall be subject to the sole and exclusive jurisdiction of the courts situated in Bangalore.

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

PNB MetLife India Insurance Company Limited
Registered Office, 'Brigade Seshmahal'
5, Vani Vilas Road,
Basavanagudi,
Bangalore – 560 004.

7.13 Grievance Redressal Mechanism

In case **You** have any complaint /grievance, **You** may approach any of our following touch points:



Call **1800-425-69-69** (Toll free) or **080-26502244** or Fax 080 41506969



Email us at India_GrievanceCell@pnbmetlife.co.in



write to "**Customer Service Department**", PNB MetLife India Insurance Co Ltd, Brigade Seshmahal,5, Vani Vilas Road, Basavangudi, Bangalore-560004, India



Visit our website www.pnbmetlife.co.in



Visit our nearest PNB MetLife branch across the country

In case **You** are not satisfied with the resolution provided by the above touch points,

- **You** can write to **Our Grievance Redressal Officer** at GRO@pnbmetlife.co.in or send a letter to the Registered Office "PNB MetLife India Insurance Co Ltd, Brigade Seshmahal,5, Vani Vilas Road, Basavangudi, Bangalore-560004, India"

Please address **Your** queries or complaints to the Customer Services Department, and **Your** grievances to the 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** complaints and 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**.

7.14 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 following official of the Insurance Regulatory and Development Authority for resolution:

Grievance cell (Complaint against Life insurer)
Insurance Regulatory and Development Authority
Parishrama Bhawanam, 5-9-58/B, Basheerbagh, Hyderabad – 500 004.
Toll Free: 155255 E-mail: lifecomplaints@irda.gov.in

7.15 In case **You** are not satisfied with the decision/resolution of **Our** company, **You** may approach the Insurance Ombudsman at the address enclosed as Annexure A, if **Your** grievance pertains to:

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

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

7.16 As per provision 13(3) of the Redress of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:

- Only if the grievance has been rejected by the Grievance Redress Machinery of the Insurer
- Within a period of one year from the date of rejection by the insurer
- If it is not simultaneously under any litigation.

7.17 Section 45 of the Insurance Act 1938

No **Policy** of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no **Policy** of life insurance effected after the coming into force of this Act shall after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the **Insured**, or in any other document leading to the issue of the **Policy**, was inaccurate or false, unless the insurer shows that the such statement was on material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the **Policy** owner and that the owner knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose. Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no **Policy** shall be deemed to be called in question merely because the terms of the **Policy** are adjusted on subsequent proof that the age of the life **Insured** was incorrectly stated in the proposal.