# YOUR WELCOME LETTER

[Mr./Ms.Name of the policyholder] [Father/husband name] [Address] Date: dd-mm-yyyy

<Policy No> <Sourcing Branch>

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

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

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

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

Policyholder	Mr./ Ms. [name of Policyholder]	Nominee(s)	Mrs. /Mr. Policyholder Nominee
Policy Number	<policy no=""></policy>	Premium Payment Term	10 Years
Name of the Plan	MetLife Bachat Yojana	Policy Term	15 Years
Payment Mode	<mode></mode>	Modal Premium Amount (excluding taxes)	Rs. XXXXX.XX

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

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

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

Wishing you a healthy, secured and prosperous life.

Yours Sincerely, PNB MetLife India Insurance Co. Ltd.

Shiva Kumar Nagaraj

**Deputy Director - Operations** 

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

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

# POLICY PREAMBLE

# MetLife Bachat Yojana

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

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

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

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

[Signature] [Shiva Kumar Nagaraj] [Deputy Director - Operations]

# POLICY SCHEDULE

Name of the Plan	MetLife Bachat Yojana
Nature of the Plan	Limited Pay, Non Linked, Deferred Participating Endowment Plan
UIN	[117N088V01]

Application	Policy	Date of	Issuing	
number	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. Policy Benefits

Basic Sum Assured	Rs. <>
Rider details	NA

## 3. Policy Details

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

### 4. Details of Agent/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

#### 5. Premium Details

Annualized Premium	Rs. <>
Premium Installment	Rs. <>
Service Tax	Rs. <>
Total I premium installment amount*	Rs. <>
Premium Frequency	
Premium due date	
Last due date of Premium	
Premium Payment Term	

\* Includes service tax at prevailing rates. You will be responsible to pay any new or additional tax/levy or any changed amount of service tax/ cess being made applicable/ imposed on the premium(s) by competent authority.

Special provisions/options(if any)	

## 6. Nominee details

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

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

Appointee name		
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# DEFINITIONS APPLICABLE TO YOUR POLICY

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

- 1. Age means age of the **Insured** as of his last birthday and is as shown in the **Schedule**.
- 2. Annualized Premium means the amount stated in the Schedule which is equal to one full year's Regular Premium less loading, if any, charged by Us.
- 3. Application means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Policy**.
- 4. **Appointee** means the person named in the **Schedule** to receive payment under this **Policy**, if the **Nominee** is a minor at the time payment becomes due under this **Policy**.
- 5. Basic Sum Assured means the amount as specified in the Schedule.
- 6. Date of Commencement of the Risk means the date on which the risk under the Policy comes into effect and is as specified in the Schedule.
- 7. 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.
- 8. Death Sum Assured means the higher of 10 times the Annualized Premium or the minimum guaranteed Sum Assured on maturity or absolute amount assured to be paid on death or 105% of all premiums paid; where Absolute amount paid on death and the Minimum guaranteed Sum Assured on maturity is the Basic Sum Assured.
- 9. Financial Year means the twelve month period between April and March of each calendar year.
- 10. Grace Period means a period of 15 days from the premium due date if the Regular Premium is payable monthly and 30 days for all other frequencies for payment of Regular Premium. The Policy shall continue to be in force with the insurance cover during the Grace Period.
- 11. **Insured** means the person insured as named in the **Schedule**.
- 12. **IRDA of India** means the Insurance Regulatory and Development Authority of India.
- 13. Maturity Date means the expiry date of this Policy as shown in the Schedule.
- 14. Nominee means the person named in the Schedule who has been nominated by You to receive the benefits under the Policy.
- 15. Policy means this contract of insurance, as evidenced by the Policy Document.
- **16. Policy Document** means this document, any endorsements in this document issued by **Us**, any Annexures, the **Schedule** and the **Application**.
- 17. Policy Anniversary means the period of one year from the Date of Commencement of the Risk and every date falling one year thereafter, till the Maturity Date.

# PART B MetLife Bachat Yojana

- Policy Term means the period commencing on the Date of Commencement of the Risk and concluding on the Maturity Date.
- 19. Policy Year means a period of twelve consecutive calendar months from the Date of Commencement of the Risk.
- 20. Premium Payment Term means the period specified in the Schedule for which Regular Premium must be paid.
- 21. Reduced Paid-Up Value means the value that is calculated as follows:

{Death Sum Assured x (number of Regular Premiums received/number of Regular Premiums payable during the Premium Payment Term)} + Accrued Simple Reversionary Bonuses

- 22. Regular Premium means the regular payments to be made by You, to keep the Policy in force, in accordance with the frequency of payment chosen by You and is the amount as specified in the Schedule.
- 23. Revival Period means a period of 2 consecutive years from the date of discontinuance of the Policy due to non payment of Regular Premium, during which You are entitled to revive the Policy
- 24. Rider means the rider terms and conditions that are attached to and form a part of the **Policy**. The **Schedule** will specify if any **Riders** are available and in force under the **Policy**.
- 25. Schedule means the policy schedule set out above that **We** have issued, along with any annexure, tables or endorsements attached to it from time to time.
- 26. Simple Reversionary Bonus means the amount, if any, calculated in accordance with Part C which is payable in accordance with the terms of the Policy.
- 27. Surrender Value means the amount that is calculated in accordance with Part D.
- 28. Terminal Bonus means the amount, if any, calculated in accordance with **Part C** which is payable in accordance with the terms of the **Policy**.
- 29. We, Us or Our means PNB MetLife India Insurance Company Limited.
- 30. You or Your means the Policyholder as named in the Schedule.

# POLICY FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

### 1. Policy Features

MetLife Bachat Yojana is the name of the product offered by **Us.** It is a traditional, limited pay, deferred participating, nonlinked endowment plan. This plan offers the benefits listed below. The benefits will be payable subject to the terms and conditions of this **Policy**, including the Premium Payment Conditions set out below.

## 2. Policy Benefits

### 2.1. Death Benefit

2.1.1. Upon the **Insured's** death when the **Policy** is in full force and effect, **We** will pay the **Nominee** or the **Appointee**, as the case may be, the following:

Death Sum Assured together with the accrued Simple Reversionary Bonus and Terminal Bonus declared by Us, if any;

2.1.2. After the date of death of the **Insured**, the **Policy** shall not be eligible to participate in the **Simple Reversionary Bonuses** and **Terminal Bonus**, if any, declared by **Us** and the **Policy** and all benefits under the **Policy** shall terminate.

### 2.2. Maturity Benefits

If the **Insured** is alive and the **Policy** is in force on the **Maturity Date**, **We** will pay an amount equal to the **Basic Sum Assured** plus accrued **Simple Reversionary Bonus** plus **Terminal Bonus** (if any) to **You** and the **Policy** and all benefits under the **Policy** shall terminate.

### 2.3. Bonus

The following 2 bonuses may be declared by **Us** under this **Policy** in **Our** sole and absolute discretion. None of these bonuses are guaranteed to be declared and declaration will depend on **Our** actual experience.

#### **Simple Reversionary Bonus**

(a) The Policy will be eligible for any Simple Reversionary Bonus declared by Us, only after the completion of the first 3 Policy Years and subject to the Policy being in force (other than a Policy on which the Reduced Paid-Up Value has become applicable in accordance with this Part C). At the end of each Financial Year We may declare a rate of Simple Reversionary Bonus expressed as a percentage of the Basic Sum Assured. Simple Reversionary Bonus, once declared, shall vest in the Policy and will be credited on each Policy Anniversary occurring immediately after the declaration of the Simple Reversionary Bonus provided all Regular Premiums until the date of accrual have been received. The Simple Reversionary Bonus shall be paid along with the Death Benefit, Surrender or Maturity Benefit, whichever is applicable. Once the Simple Reversionary Bonus has been declared, it will be guaranteed.

### **Terminal Bonus**

(a) We may also declare a Terminal Bonus, starting from the end of the 5<sup>th</sup> Policy Year. Terminal Bonus is payable at the time of the Insured's death or as on the Maturity Date provided all Regular Premiums have been received till the date of the Insured's death or the Maturity Date. (b) The Terminal Bonus will be expressed as a percentage of the accrued Simple Reversionary Bonus, and the same is not guaranteed to be declared.

### 2.4. Suicide Exclusion

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

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

### 3. Premium Payment Conditions

### 3.1. Payment of Regular Premium

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

### 3.2. Alteration of the Regular Premium Frequency

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

### 3.3. Grace Period

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

### 3.4. Premium Discontinuance during the first 3 Policy Years

If the **Regular Premium** for the first 3 **Policy Years** has not been received and the due **Regular Premium** is not received in full during the **Grace Period**, the **Policy** will lapse and no benefits shall be payable under the **Policy** on the occurrence of the **Insured's** death or otherwise. The lapsed Policy can be reinstated within the **Revival Period**. No benefits will be payable under the **Policy** if the **Policy** is not reinstated in accordance with the provisions stated in **Part D**.

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

If all **Regular Premiums** have been received for at least three (3) full **Policy Years**, and any subsequent **Regular Premium** is not duly paid in full after the expiry of the **Grace Period**, **You** shall have the following options.

- (a) <u>Convert the Policy to a Reduced Paid-Up Value</u>: The Policy will continue with a Reduced Paid Up Value from the date of first unpaid Regular Premium which is calculated in accordance with the following:
  - (i) **Death Benefit**: If the **Insured** dies during the **Policy Term**, when the **Reduced Paid Up Value** is applicable, the **Reduced Paid Up Value** is payable to the **Nominee**.
  - (ii) Maturity Benefit: If the Insured survives till the Maturity Date, and the Reduced Paid Up Value is applicable on the Maturity Date, the Reduced Paid-Up Value will be paid to You.

(b) Surrender the **Policy** in accordance with the surrender provisions in **Part D**.

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

# POLICY SERVICING CONDITIONS

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

### 1. Free Look Period

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

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

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

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

The Revival Fee specified in Part E is received by Us.

On revival of the **Policy** bonuses will continue to accrue to the **Policy** in accordance with Part C.

#### 3. Loan

- (a) If the Policy is in force and Regular Premium for the first 3 Policy Years has been received in full and the Policy has attained a Surrender Value, then We may in Our sole and absolute discretion permit You to take a loan under the Policy provided that:
  - (i) The proposed loan amount does not exceed 90% of the Special Surrender Value calculated at the end of the current Policy Year less any unpaid Regular Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
  - (ii) The **Policy** is assigned to **Us** absolutely to the extent of the Outstanding Loan. It is understood and agreed that, subject to the provisions of Section 38 and 39 of the Insurance Act 1938, as amended from time to time, this assignment will cancel all nominations and other assignments in force at the time, to the extent of the outstanding loan and interest.
- (b) If a loan is granted to **You**, then:
  - (i) You shall re-pay the loan during the **Policy Term**;
  - (ii) We shall charge interest on the loan amount granted at such rates of interest prevailing at the time of disbursement of the loan;

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

### 4. Surrender

(a)

You may surrender the **Policy** after the commencement of the 3<sup>rd</sup> **Policy Year** if all due **Regular Premium** during these years have been received in full. We will pay a **Surrender Value** which is equal to the higher of the **Guaranteed Surrender Value** or **Special Surrender Value** which are calculated as below.

(b) <u>Guaranteed Surrender Value</u>: The Guaranteed Surrender Value is the minimum surrender value guaranteed to be paid by Us which is calculated in accordance with the table below based on the percentage of the total Regular Premiums received (excluding taxes, cess and extra premium loadings, if any) plus the surrender value of the accrued Simple Reversionary Bonus:

Policy Year	Guaranteed Surrender Value Factor ( as a percentage of total premiums paid)
1	0.0%
2	0.0%
3	30.0%
4	50.0%
5	50.0%
6	50.0%
7	50.0%
8	55.7%
9	61.4%
10	67.1%
11	72.9%
12	78.6%
13	84.3%
14	90.0%
15	90.0%

Please refer to the attached **Appendix** for the Guaranteed Surrender Value Factors applicable on the accrued **Simple Reversionary Bonus**.

(c) <u>Special Surrender Value</u>: The Special Surrender Value is calculated by Us based on the Paid-Up Policy Benefit which is discounted by the applicable special surrender value factor. 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. You may check the applicable Special Surrender Value with Us before surrendering the Policy.

# 5. Claims Procedure

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

- (a) The original **Policy** document;
- (b) The claim form prescribed by **Us**, duly completed;
- (c) The official death certificate issued by a competent governmental authority;
- (d) First Information Report, police inquest report and a post-mortem report where the **Insured's** death is due to an unnatural cause;
- (e) Proof of title to the **Policy** where applicable;
- (f) **Nominee/Appointee**/legal heir identification and address proof as per regulatory requirements.
- 6. We will not be obliged to make any payment of the Maturity Benefit unless and until We have received all of the information and documentation We request, including but not limited to:
  - (a) The **Policy** document.
  - (b) The claim form prescribed by **Us**, duly completed;
  - (c) The discharge voucher prescribed by **Us**, duly completed

# 7. Termination of the Policy

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

- (a) The date on which the **Policy** is surrendered.
- (b) On **Our** payment of the Death Benefit, **Surrender Value** or Maturity Benefit, whichever applicable.
- (c) On the expiry of the **Revival Period** provided that the **Policy** has not been converted to a Policy with a **Reduced Paid up Value** in accordance with **Part C**.

# **POLICY CHARGES**

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

- <u>Alteration Charges</u>: This charge is payable for each request that You make to Us to change the applicable frequency for payment of the Regular Premium under the Policy in accordance with the Premium Payment Conditions in Part C. The Alteration Charges presently are Rs.100 for each request. This charge is subject to change with the approval of the IRDA of India.
- 2. <u>Revival Fee</u>: This fee is payable for each request that You make to Us to revive a lapsed/Reduced Paid-up Policy in accordance with the Revival provisions in Part D. The Revival Fee is presently Rs.250 for each request. This fee is subject to change with the approval of the IRDA of India.

# **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. Nomination of this **Policy** is not applicable if the **Policy** has been effected under Section 6 of the Married Women's Property Act 1874.

### 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. Assignment of this **Policy** is not applicable if the **Policy** has been effected under Section 6 of the Married Women's Property Act 1874.

### 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 or in relation to this **Policy**, **We** will deduct or charge or recover taxes including service tax and other levies as applicable at such rates as notified by the government or such other body authorized by the government from time to time. Tax laws are subject to change.

### 4. Currency & Place of Payment

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

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

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

- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

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

- 3. Notwithstanding anything contained in sub section 2, no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer; provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive. A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.
- 4. A policy of life insurance may be called in question at any time within three years from the date of commencement of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued; provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based. In case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees or nominees or assignees of assignees of 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 insure to show that had the insurer been aware of the said fact, no life insurance policy would have been issued to the insured.
- 5. Nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.
- 6. <u>Fraud, Misrepresentation and Forfeiture</u>: 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 ias an Annexure to this **Policy** for your reference

#### 7. Proof of Age

- Subject to Section 45 of the Insurance Act 1938, if the actual age of the Insured differs from the Age stated in the Application then:
  - (i) If the actual age proves to be higher than what is stated in the Application, the Basic Sum Assured will be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated. The Policy will continue to be in force;
  - (ii) If the actual age proves to be lower than what is stated in the Application, the premium paid in excess will be

refunded to **You** without interest or may be adjusted towards future premium at **Our** sole discretion. The **Policy** will continue to be in force.

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

# 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. Upon the issue of a duplicate **Policy**, the original will cease to have any legal force or effect.

# 9. Travel, Residence & Occupation

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

# 10. Governing Law & Jurisdiction

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

# 11. Our Address for Communications

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

# PNB MetLife India Insurance Company Ltd.,

'Brigade Seshamahal' 5 Vani Vilas Road Basvangudi Bangalore – 560 004 India.

# **GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS**

### **Grievance Redressal Mechanism**

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

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

Toll Free Help line: 1-800-425-6969 (8am –8pm) Phone: +91 80 2650 2244 Fax +91 80 41506969 Email: <u>indiaservice@pnbmetlife.com</u> 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 **IRDA of India** by any of the following means for resolution:

IRDA of India Grievance Call Centre (IGCC) Toll Free No.: 155255

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

You can write or fax your complaints to **Consumer Affairs Department Insurance Regulatory and Development Authority of India** 9<sup>th</sup> Floor, United India Towers, Basheerbagh, Hyderabad – 500 029, Andhra Pradesh Fax No.: +91-40- 6678 9768 E-mail ID: <u>complaints@irda.gov.in</u>

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

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

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

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

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

### List of Insurance Ombudsman

CONTACT DETAILS	JURISDICTION
AHMEDABAD Sh. P.Ramamoorthy Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- <u>bimalokpal.ahmedabad@gbic.co.in</u>	Gujarat, Dadra & Nagar Haveli, 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 - 26652048 / 26652049 Email: <u>bimalokpal.bengaluru@gbic.co.in</u>	Karnataka.
BHOPAL Sh.Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.:- 0755-2769201/202 Fax:- 0755-2769203 Email:- <u>bimalokpal.bhopal@gbic.co.in</u>	Madhya Pradesh and Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:- <u>bimalokpal.bhubaneswar@gbic.co.in</u>	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. Tel.:- 0172-2706196/6468	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh.

Fax:- 0172-2708274	
Email:- <u>bimalokpal.chandigarh@gbic.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.:- 044-24333668/24335284 Fax:- 044-24333664 Email:- <u>bimalokpal.chennai@gbic.co.in</u>	Tamil Nadu and Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239633/23237539 Fax:- 011-23230858 Email:- <u>bimalokpal.delhi@gbic.co.in</u>	Delhi.
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.:- 0361-2132204/2132205 Fax:- 0361-2732937 Email:- <u>bimalokpal.guwahati@gbic.co.in</u>	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.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- <u>bimalokpal.hyderabad@gbic.co.in</u>	Andhra Pradesh, Telangana, Yanam and part of the 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 -2740363 Fax: 0141 - <u>Bimalokpal.jaipur@gbic.co.in</u>	Rajasthan.
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/9338 Fax:- 0484-2359336 Email:- <u>bimalokpal.ernakulam@gbic.co.in</u>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg.	West Bengal, Bihar, Sikkim, Jharkhand and Andaman and Nicobar Islands.

Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124340/22124339 Fax : 033-22124341 Email:- <u>bimalokpal.kolkata@gbic.co.in</u>	
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330/1 Fax:- 0522-2231310 Email:- <u>bimalokpal.lucknow@gbic.co.in</u>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Sh.A.K.Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106552/6960 Fax:- 022-26106052 Email:- <u>bimalokpal.mumbai@gbic.co.in</u>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
<b>NOIDA</b> Office of the Insurance Ombudsman, Email: <u>bimalokpal.noida@gbic.co.in</u>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
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 -32341320 Email: <u>bimalokpal.pune@gbic.co.in</u>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.