Date: dd-mm-yyyy

#### 1. Part A

#### 1.1. Welcome Letter

[Name of the Policyholder]
[Father/husband name]
[Address]
[Mobile number]
<Policy No> <Sourcing Branch>

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

Welcome to the PNB MetLife family! Thank You for choosing PNB MetLife product and showing Your confidence in Us. At PNB MetLife, We value Your patronage and are committed to offering You the best services always.

PNB MetLife brings together financial strength, credibility and reliability of MetLife Inc., one of the leading global providers 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 assured that You have chosen the right partner for life.

This booklet contains Your Policy Document along with Benefit Illustration, Customer Information Sheet, other related information and a copy of Your Proposal Form. Please preserve these documents as they would be required if the need arises.

**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 written notice to Us within 30 days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, stating the reasons for Your objection, provided no claims has been paid under the Policy.

In such an event, irrespective of the reason for cancellation, You will be entitled to a refund of Premium paid, subject to a deduction of a proportionate risk Premium for the period of cover, and the expenses if any, incurred on medical examination and stamp duty charges.

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 sourcing details for Your policy are mentioned below.

Channel	< <xx>&gt;</xx>		
Name	< <valued advisor="">&gt;</valued>	Code	< <xxxxx>&gt;</xxxxx>
E-Mail ID	<pre>&lt;<valuedadvisor@pnbmetlife.co.in>&gt;</valuedadvisor@pnbmetlife.co.in></pre>	<b>Mobile/Landline</b>	< <xxxxxx></xxxxxx>
		No.	>

We look forward to being Your partner in this wondrous journey of life.

Yours Sincerely, PNB MetLife India Insurance Co. Ltd.

[Signature] [Name of signing authority]

[Designation of signing authority]

In case of any queries / concerns, You can reach Us at:							
		Visit					
		www.pnbmetl	ife.com	Visit You	ır nearest	PNB	
Call us at 1800-425-6969	Email Ha at	to manage	Your	MetLife	Office.	Our	
	indiaservice@pnbmetlife.co.in	Policy	online.	address	details	are	
(Toll Free)	indiaservice(a),pnbmetine.co.in	Register onlin	e using	available		on	
		Your Custom	er ID &	www.pnb	metlife.co	m	
		Policy No.					

Stamp duty of Rs. XXX.XX paid to Maharashtra Government through consolidated Stamp Duty via Certificate No. XXXXXXX dated DD/MM/YYYY

### PNB MetLife India Insurance Company Limited,

Registered office: Unit No. 701, 702 & 703, 7th Floor, West Wing, Raheja Towers, 26/27 M G Road, Bangalore -

560001, Karnataka.

Corporate office: Unit No. 101, First Floor, Techniplex I, Techniplex Complex,

Off Veer Savarkar Flyover, S.V. Road, Goregaon (West), Mumbai – 400 062, Maharashtra

IRDA of India Registration Number: 117, CI No.: U66010KA2001PLC028883



# **CUSTOMER INFORMATION SHEET/ KNOW YOUR POLICY**

This document provides key information about Your Policy. You are also advised to go through Your Policy Document.

Sl.	Title	Description in Simple Words	<b>Policy Clause</b>
no.	2. 2	(Please refer to applicable Policy Clause Number in next column)	Number
1.	Name of the Insurance Product and Unique Identification Number	PNB MetLife DigiProtect Term Plan (UIN 117N141V01)	-
	(UIN)		
2	Policy Number	< <policynumberfromla>&gt;</policynumberfromla>	-
3.	Type of Insurance Policy	Individual, Non-Linked, Non-Participating, Pure Risk, Life Insurance Plan.	-
4.	Basic Policy details	Instalment Premium - Rs. << >> Mode of Premium Payment << Month! Quarterly, Half yearly on Yearly>> Sum Assured on Death - Rs. << >> Premium Payment Term - << >> years Policy Term - << >> years	Policy Schedule
5.	Policy Coverage/benefits	Maturity Benefit: There is no Maturity Benefit available under the plan.	Part C 3.2.4.
	payable	<b>Death Benefit:</b> Sum Assured on Death as per the Benefit Payout option chosen by the Claimant at the time of the claim is payable on death of the Life Assured, provided all due Premiums have been paid under the Policy.	Part C 3.2.1.
		Terminal Illness Benefit: Sum Assured on Death as per the Benefit Payout option chosen by the Claimant at the time of the claim is payable in case the Life Assured is diagnosed with a Terminal Illness during the Policy Term, provided all due Premiums have been paid under the Policy.  Terminal Illness Benefit only accelerates the Death Benefit payable under the Policy and is not an additional benefit.	Part C 3.2.2.
		Other Features / Benefits  Premium Break: If the Policy has completed at least three (3) Policy Years from the Date of Commencement of Risk and all the due Premiums have been received in full and the Policy is in force, then, upon You submitting a prior written request to Us at least 30 days (15 days in case of monthly mode) in advance before the next Premium due date, You shall be allowed to defer the payment of due Premiums under the Policy for a period extending up to 12 months.  Express Claim Payout: In case of death of the Life Assured, and upon receipt of intimation of claim (along with required documents) an accelerated benefit of Rs. 3 lacs shall be paid out of the Sum Assured on Death within 1 working day from the claim registration date after a waiting period of 3 years from the Date of Inception of the Policy or revival.	Part C 3.3.1.  Part C 3.3.1.
		Special Exit Value: Option to receive all the Premiums paid including underwriting extra premiums paid, if any, in case You terminate the	Part C 3.3.3.

		required including bank account details -	
		<ul> <li>(West), Mumbai – 400062.</li> <li>Link for downloading applicable forms and list of documents</li> </ul>	
		• Contact details of the insurer - 1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon	
		Helpline/Call Centre number - 1800 425 6969 (Toll-free)	
		Financial and Non-financial - 7 calendar days	
16.	Policy Servicing	Turn Around Time (TAT)	Part F 6.13
		from the following link https://www.pnbmetlife.com/downloads/claims-forms/english.html	
		including bank account details. You can download the claim form	
		Link for downloading claim form and list of documents required	
		(West), Mumbai – 400062.	
		Techniplex Complex, Off Veer Savarkar Flyover, Goregaon	
		Contact details of the Insurer - 1st Floor, Techniplex -1,	
		<ul> <li>Helpline/Call Centre number - 1800 425 6969 (Toll-free)</li> <li>Email - claimshelpdesk@pnbmetlife.com</li> </ul>	
		intimation of claim  Helpling/Call Contra number 1800 425 6060 (Tell free)	
		b. For cases warranting investigation- 45 days from the date of	
		of intimation of claim.	
		a. For cases not warranting investigation- 15 days from the date	
	Procedure	procedure –	
15.	Claims / Claims	Turn Around Time (TAT) for claims settlement and brief	Part F 6.3
	applicable		
14.	Policy Loan, if	Not Applicable	-
		Instalment Premium(s) along with interest, if any	
		from the date of the first unpaid Premium by paying all outstanding	Part D 4.4.3
		<b>Revival:</b> Lapsed Policy can be revived within a period of 5 Years	1 an D 7.7.2
		Paid-up: Not Applicable	Part D 4.4.2
	revival of the Policy	the Grace Period the Policy shall Lapse at the end of the Grace Period.	
13.	Lapse, paid-up and	<b>Lapse:</b> If the Premium is not paid on the Premium due date or within	Part D 4.4.1
12.	Free Look Period	30 days	Part D 4.1
1.0	F I 1 D ' 1	Premium Payment Modes	D / D / 1
11.	Grace Period	15 days for Monthly Premium Payment Mode and 30 Days for other	Part C 3.4.3.
	any		
10.	Waiting/lien Period, if	Not Applicable	
	payable), if any	Revival, whichever is later.	
	coverage is not	months from the Date of Commencement of Risk or from the date of	
	where insurance	Paid till the date of death shall be payable in case of Suicide within 12	,
9.	Exclusions (events	<b>Exclusions applicable to Death Benefit:</b> 80% of the Total Premiums	Part F 6.7
0.	Riders opted, if any	None	-
<del>/.</del> 8.	Riders opted, if any	None	-
5 <u> </u>		se of Linked Insurance Products) - <b>Not Applicable</b> e of Annuity product) – <b>Not Applicable</b>	-
	Ontions available (in acc	(Payable only where Limited Pay is opted)	
		Premiums are paid.	
		choose to terminate the Policy, provided at least (2) two full years	
		Unexpired Risk Premium Value: This Value is payable in case You	Part D 4.3
		term less than 40 years.	

		https://www.pnbmetlife.com/downloads/serviceform/english.htm	
17.	Grievances /Complaints	Contact details of Grievance Redressal Officer of the Insurer –  • Call 1800-425-69-69 (Toll free)  • Email at indiaservice@pnbmetlife.co.in  • Write to our Grievance Redressal Department PNB MetLife India Insurance Co. Ltd, Unit no. 302, 3rd floor, Tower-3, Worldmark, Village Maidawas, Sector 65, District Gurugram, Haryana – 122018  For any escalation with the resolution provided by any of the above touch points, You may, write to our Grievance Redressal Officer at gro@pnbmetlife.co.in  • Link for registering the grievance with the insurer's portal - https://www.pnbmetlife.com/grievance-cell/grievance- redressal.html  • Ombudsman Details: Please refer to https://www.cioins.co.in/Ombudsman for the list of Insurance Ombudsman	Part G 7.1

# Declaration by the Policyholder

I have read the above and commin having holed the details				

Place: (Signature of the Policyholder)

Date:

# Note:

In case of any conflict, the terms and conditions mentioned in the Policy Document shall prevail.

# 1.2. Policy Preamble

# PNB MetLife DigiProtect Term Plan (UIN- 117N141V01) Individual, Non-Linked, Non-Participating, Pure Risk, Life Insurance Plan

This is a contract of insurance between You and PNB MetLife India Insurance Company Limited. This contract of insurance has been issued by Us on receipt of the Premium and is based on the details in the Proposal Form 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(s) or error(s), please return the Policy Document to Us for rectification.

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

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



# 1.3. Policy Schedule

Name of the Plan	PNB MetLife DigiProtect Term Plan
Nature of the Plan	Individual, Non-Linked, Non-Participating, Pure Risk, Life Insurance Plan
UIN	117N141V01

Proposal Form	<<>>>	Policy number	<<>>>	Date of Issue	<<>>>	Issuing office	<<>>>
number		number		issue		office	

# 1. Details of the Policyholder and Life Assured

Name of Policyholder	Gender	Date of Birth
Name of Life Assured	Gender	Date of Birth
Address of Policyholder		
Telephone Number of Policyholder		
Mobile Number of Policyholder		
Address of Life Assured		
Age admitted of the Life Assured	< <yes no="">&gt;</yes>	

# 2. Policy Details

Annualized Premium (Rs.)	Rs. <>	Basic Sum Assured	Rs. <>
Date of Issuance of Policy	< <dd mm="" td="" yy<=""><th>Date of Inception of Policy</th><td>&lt;<dd mm="" yy="">&gt;</dd></td></dd>	Date of Inception of Policy	< <dd mm="" yy="">&gt;</dd>
Date of Commencement of Risk	< <dd mm="" yy="">&gt;</dd>	Date of Expiry of Term / Date of Maturity	< <dd mm="" yy="">&gt;</dd>
Next Premium Due Date	<dd mm<br="">YY&gt;&gt;</dd>	Last Instalment Premium due date	< <dd mm="" yy="">&gt;</dd>
Policy Anniversary date	< <dd mm<br="">YY&gt;&gt;&gt;</dd>	Policy Currency	INR (Indian Rupee)
Premium Payment Term	< <ppt>&gt; year(s)</ppt>	Policy Term	< <pt>&gt; year(s)</pt>
Premium Payment Mode	<<>>>	Premium Payment Type	< <li>inited Pay / Regular Pay&gt;&gt;</li>
Instalment Premium (incl. of rider(s) Premium, any extra Premium, taxes & cess)	Rs. <>	Smoker Category	< <smoker non-<br="">Smoker&gt;&gt;</smoker>

# 3. Rider Details

Rider Name	Rider Sum Assured (Rs.)	Policy Term (Years)	Premium Paying Term (Years)	Instalment Premium (Rs.)	Goods & Services Tax* (Rs.)	Instalment Premium (incl. of any extra Premium, taxes & cess (Rs.)	Annualiz ed Premium (Rs.)
< <rider< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></rider<>							
Name>>							
< <rider< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></rider<>							
Name>>							

<sup>\*</sup>Goods and Services Tax at prevailing rates. You will be responsible for paying any new or additional tax/levy, or any changed amount of tax/ cess being made applicable/ imposed on the Premium(s) by any competent authority.

# 4. Details of Agent/Intermediary

Name	,	
License/Registration number		
Phone number		
Address		
Email address		

<b>Details of Sales Personnel</b>		
(for direct sales only):		

# 5. Nominee details

Name(s) of the Nominee	Relationship with Life Assured	Gender	Age	Share(s) %
1) < <name nominee="" of="">&gt;</name>	< <relation>&gt;</relation>	<<>>>	<<>> >	< <percentage>&gt;</percentage>

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

Appointee/Guardian name	Relationship with Nominee	Gender	Age of the Appointee/Guardian
< <name appointee="" off="">&gt;</name>	< <relation>&gt;</relation>	<<>>	< <age>&gt;</age>

#### 7. E-Policy Document

Your soft copy of Policy Document is available in the customer portal which You can access through www.pnbmetlife.com > Customer login > Provide user ID and password (for existing customer), else click New User (for new customer).

#### 2. Part B

### 2.1. Definitions applicable to Your policy

The words or terms below that appear in this **Policy** in initial capitals 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 as on the last birthday, i.e. the age of the Life Assured in completed years as on the Date of Inception of the Policy.
- 2. "Annualized Premium" means the Premium amount stated in the Policy Schedule, which is payable in a Policy year excluding taxes, underwriting extra Premiums and loadings for modal Premiums.
- **3.** "Appointee" means the person named in the Policy Schedule to receive payment under this Policy, if the Nominee is a Minor at the time payment becomes due under this Policy.
- **4.** "Assignee" means the person to whom the rights, Benefits and liabilities under this Policy are transferred by virtue of an Assignment under Section 38 of the Insurance Act, 1938, as amended from time to time.
- **5.** "Assignment" means the process of transferring the rights, Benefits and liabilities to an "Assignee". Assignment should be in accordance with the provisions of Section 38 of insurance act, 1938 as amended from time to time.
- **6.** "Basic Sum Assured" means the absolute amount assured to be paid on death.
- 7. "Benefits" means the respective benefit(s) of this Policy as enumerated under Part C of this Policy Document which the Insurer shall provide to the Policyholder; subject to the terms and conditions set forth in this Policy.
- **8.** "Claimant" means the Policyholder or Assignee. However, for payment of Death Benefit after death of Life Assured, Claimant means:

Where the Policyholder and Life Assured are different, Claimant will be the Policyholder;

Where Policyholder and Life Assured are same, Claimant will be the Nominee(s);

Where Policyholder and Life Assured are same and there is no Nominee(s), then Claimant will be the Policyholder's legal heir or legal representative or the holder of a succession certificate.

- 9. "Company/Us/We/Our" means PNB MetLife India Insurance Company Limited
- 10. "Date of Commencement of Risk / Date of Inception of Policy" means the date on which the risk under this Policy comes into effect as specified in the Policy Schedule.
- 11. "Date of Issuance of Policy" means the date as specified in the Schedule on which this Policy is issued.
- 12. "Death Benefit" means the Benefit, which is payable on death of Life Assured, as stated in the Policy Document.

- 13. "Grace period" for other than single premium policies" means the time granted by the Us from the due date of payment of Instalment Premium, without any penalty or late fee, during which time the policy is considered to be In-force with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the Instalment Premium for all types of life insurance policies shall be 15 (fifteen) days, where the Policyholder pays the Premium on a monthly basis and 30 (thirty) days in all other cases.
- **14.** "In-force Status" means a condition during the term of the Policy, wherein the coverage of risk on the life of the Life Assured is subsisting and the Policyholder has paid all the due Instalment Premiums under the Policy.
- 15. "Instalment Premium/Premium" means the amount stipulated in the Policy Schedule and paid at regular intervals (annual/half yearly/quarterly or monthly mode as applicable) by You for the chosen Premium Payment Term as consideration for acceptance of risk and Benefits specified as such in the Policy Document.
- **16. "IRDAI or Authority"** means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999).
- 17. "Life Assured/ Insured" means the person, named as such in the Policy Schedule, on whose life, the insurance cover is effected in the terms of this Policy.
- 18. "Medical Practitioner" means a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. The Medical Practitioner shall not include:
  - A close relative of the Policyholder; or
  - A person who resides with the Policyholder; or
  - A person covered under this Policy.
- 19. "Nominee" means the person(s) nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Policyholder to receive the Death Benefit payable under this Policy.
- **20.** "Non-Participating" means Policy is not entitled for any share in surplus (profits) of the Company during the term of the Policy.
- 21. "Policy Anniversary" means the start date of every subsequent Policy Year.
- **22.** "Policy/Policy Document" means this document i.e., PNB MetLife DigiProtect Term Plan issued by Us, along with the Policy Schedule, Terms and Conditions, the Annexures and the Proposal Form, which is the evidence of the contract between PNB MetLife India Insurance Co. Ltd and You.
- 23. "Policy Schedule" means the attached Policy Schedule that provides Your Policy Benefits, the terms of the Policy and the details provided by You, along with all its annexures, issued by Us for this Policy. The Policy Schedule also includes any amendments to the attached Policy Schedule which may be issued by Us from time to time.
- 24. "Policy Term" means the entire term of the Policy as specified in the Policy Schedule.
- 25. "Policy Year" means a period of 12 (twelve) consecutive months starting from the Date of Inception of the Policy as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of 12 (twelve) consecutive months thereafter.
- **26.** "Premium Payment Term" means the period during which You are required to pay the due Instalment Premiums in full to Us.

- **27. "Proposal Form"** means proposal submitted by You on the basis of which We have issued this Policy. A copy of the Proposal Form is annexed with this Policy Document.
  - Proposal Form is a form to be filled-in by the Proposer in physical or electronic form, for furnishing the information including material information if any, as required by Us in respect of a risk, in order to enable Us to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
- **28.** "Regulation" means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the IRDAI from time to time.
- 29. "Revival" means restoration of the Policy which was discontinued due to the non-payment of Premium, by the Insurer with all the Benefits mentioned in the Policy Document, with or without Rider Benefits if any, upon the receipt of all the Premiums due and other charges/late fee if any, during the Revival Period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting Policy.
- **30.** "Revival Period" means a period of 5 (five) consecutive complete years from the date of first unpaid Instalment Premium.
- 31. "Rider" means the insurance cover(s) added to a base product for additional Premium or charge.
- **32. "Sum Assured on Death"** is the absolute amount of Benefit which is guaranteed to be payable on death of the Life Assured in accordance with the terms and conditions of this Policy.
- **33.** "Unexpired Risk Premium Value" means an amount that becomes payable on voluntary termination of the Policy by the Policyholder during its term, in accordance with the terms and conditions of this Policy.
- 34. "Terminal Illness" means an advanced or rapidly progressing incurable disease where, in the opinion of two independent Medical Practitioners' specializing in treatment of such illness, life expectancy is no greater than twelve months from the date of notification of claim. The Terminal Illness must be diagnosed and confirmed by independent Medical Practitioners' specializing in treatment of such illness registered with the Indian Medical Association and the diagnosis of Terminal Illness should be approved by the Company. The Company reserves the right for independent assessment. The policy terminates with the payment of Terminal Illness Benefit.
- **35.** "Total Premiums Paid" means the total of all the Premiums paid under this Policy, excluding any extra premium and taxes, if collected explicitly.
- 36. "You/Your/Proposer/Policyholder" means the Policyholder named in the Policy Schedule of this Policy.

#### 3. Part C

## **Policy Features, Benefits & Premium Payment Conditions**

#### 3.1. Policy Features

PNB MetLife DigiProtect Term Plan is an Individual, Non-Linked, Non-Participating, Pure Risk, Life Insurance Plan that offers Sum Assured on Death in case of death or diagnosis of Terminal Illness. The Benefits will be payable subject to the terms and conditions of this Policy, including the Premium Payment Conditions mentioned in this Policy Document.

### 3.2. Policy Benefits

#### 3.2.1. Death Benefit

In the unfortunate event of the death of Life Assured any time during the Policy Term, provided the Policy is Inforce, 'Sum Assured on Death' shall be payable to the Claimant as per the Benefit Payout options chosen at the time of the claim.

Where, 'Sum Assured on Death' is higher of:

- 7 times the Annualized Premium
- 105% of Total Premiums Paid up to date of death or diagnosis of Terminal Illness.
- Basic Sum Assured, which is the absolute amount assured to be paid on death.

Payment of the above benefit shall be made on the first occurrence of either death or diagnosis of Terminal Illness, whichever is earlier.

The Death Benefit shall not be payable if the Terminal Illness Benefit has previously been paid.

The Policy terminates with the payment of 100% of the death or Terminal Illness claim amount.

#### 3.2.2. Terminal Illness

In the event the Life Assured is diagnosed with a Terminal Illness during the Policy Term, provided the Policy is Inforce, 'Sum Assured on Death' shall be payable to the Claimant as per the Benefit Payout options chosen at the time of the claim. Further no benefit shall be payable on the death of the Life Assured.

Terminal Illness Benefit only accelerates the Death Benefit payable under the Policy and is not an additional Benefit.

The Policy terminates with the payment of 100% of the death or Terminal Illness claim amount.

# 3.2.3. Benefit Payout Options

Death Benefit or Terminal Illness Benefit shall be paid as per the payout option chosen by the Claimant at the time of the claim. These payout options are described as follows:

**Option1**: Lumpsum: 100% of Sum Assured on Death will be paid as Lumpsum.

**Option2:** Monthly Income: 100% of Sum Assured on Death will be paid as level monthly instalments over a fixed period of 10/15/20/25/30, or 35 years starting from the next monthly anniversary following the date of intimation of claim.

Monthly Income = Sum Assured on Death \* Monthly Income Factor

**Option3:** Lumpsum plus Monthly Income: The Claimant may choose to receive a portion of the Death Benefit or Terminal Illness Benefit as a lump sum, from 10% to 90% (in multiples of 10%). The balance amount will be paid as level monthly instalments over a fixed period of 10/15/20/25/30 or 35 years.

Monthly Income = Sum Assured on Death \* (1 – Lumpsum Proportion) \* Monthly Income Factor

Where, Lumpsum Proportion is the percentage of the Death Benefit chosen to be received as Lumpsum.

The interest rate used to compute the Monthly Income Factor will be the 10-year G-Sec rate less 25 basis points, rounded down to nearest 25 bps. The Company will review the rate on a semi-annual basis (1st April and 1st October each year).

At any time during the income period, the Claimant can choose to terminate the Monthly Income in exchange for a Lumpsum, where the Lumpsum payable shall be equal to the discounted value of all future Monthly Incomes due. The interest rate used to calculate the discounted value will be that as applicable on date of termination, using the above mentioned approach.

#### 3.2.4. Maturity Benefit

There is no Maturity Benefit payable under this plan.

#### 3.3. Other Features / Benefits

#### 3.3.1.Premium Break

You shall have the option to defer the payment of a due Premium for a period of up to 12 months from the next Instalment Premium due date independent of Policy Anniversary, while maintaining the full risk cover under the Policy. You are not required to pay any additional Premium to avail this option. In case any due Benefit payable under the Policy during the Premium Break period, will be paid after deducting all Deferred Amount.

The deferred due amount will be payable by You post completion of Premium Break Period.

This option can be availed subject to the following conditions:

- This option is allowed to be exercised after completion of three (3) Policy Years from the Date of Commencement of Risk provided all due Instalment Premiums have been paid in full and the Policy is Inforce.
- The Premium Break Benefit may be exercised multiple times during the Policy Term, subject to a minimum interval of five (5) Policy Years between two successive Premium Breaks.
- This option can be availed from next Instalment Premium due date independent of Policy Anniversary. For example, for a monthly mode Policy, a Policyholder having paid 12 monthly Premiums may choose not to pay the next 12 monthly Premiums.
- Once the Premium Break is exercised, it shall continue for a maximum of 12 consecutive Policy months i.e. one Premium Break shall mean 1 annual Premium, 2 half-yearly Premiums, 4 quarterly Premiums or 12 monthly Premiums.
- If You exercise the Premium Break in the last 5 years of the Policy, then the next Premium Break shall not be allowed. Further, this Benefit shall not be available during the last year of the Premium Paying Term.
- In the event of a claim during Premium Break period, Death Benefit will be payable as per Policy terms, after deduction of all unpaid Premiums, if any as on the date of death.
- You need to pay the total outstanding amount (Deferred amount + next due Premium) at the end of the Premium Break period.
- If all the Premiums due for Premium Break Period are not paid within the Grace Period of 30 days (15 days in case of monthly mode) of the next Premium due date post completion of Premium Break period the Policy will Lapse at the end of the Grace Period and no further benefits will be payable under the Policy.

- You need to intimate the Company at least thirty (30) days (fifteen (15) days in case of monthly mode) before exercising Premium Break. If a Premium is unpaid with no prior intimation, the Policy, at the end of the Grace Period will be converted into a Lapsed Policy, as per terms and conditions of the Policy.
- You can terminate the Policy anytime even during the Premium Break. Termination benefits payable if any will be first adjusted towards the deferred amount and remaining benefit amount if any will be payable to You.
- Premium frequency cannot be changed during the Premium Break Period.
- No interest shall be levied on the Premium due during the Premium Break Period.

### 3.3.2. Express Claim Payout

- In the unfortunate event of death of the Life Assured, and upon receipt of intimation of claim (along with required documents as may be specified from time to time) an accelerated Death Benefit of Rs. 3 lacs shall be paid out of the Sum Assured on Death after a waiting period of 3 years from the Date of Inception of the Policy or Revival of the Policy, whichever is later provided the Policy is In-force.
- Accelerated Death Benefit will be paid out within 1 working day from claim registration date provided all mandatory documents are submitted as may be specified from time to time. The accelerated payout under this clause shall be made upon the Company being satisfied with respect to the validity, enforceability and genuineness of the documents submitted along with intimation of death claim. The remaining payout (post deducting the applicable accelerated death benefit payout already paid) shall be made after the completion of claim investigation.
- Minimum Sum Assured of Rs. 1Cr. should be opted in order to be eligible for the Express Claim Payout.
- The acceleration of Express Claim Payout should not be interpreted as acceptance of the claim, the company reserves the right to repudiate/reject upon complete evaluation of claim
- In case of repudiation / rejection of claim, Claimant shall refund the entire amount paid towards the accelerated Death Benefit.
- In the event of death of the Life Assured during the Premium Break Benefit the Company will first deduct the deferred amount from above applicable accelerated Death Benefit and pay the balance, if any.
- This benefit is not applicable in case of Terminal Illness
- In case the Claimant has opted for Benefit Payout option as Lumpsum Plus Monthly Income or Monthly Income, this accelerated Death Benefit amount will be the lowest of
  - Monthly Income applicable in the first month, (If Monthly Income option is chosen) or
  - Amount payable as lumpsum (If Lumpsum Plus Monthly Income option is chosen) or
  - Rs. 3 lacs
- The supporting documents are listed in PART F, Section 6.3.

### 3.3.3. Special Exit Value

You have an option to receive Total Premiums Paid Plus underwriting extra premiums paid, if any, in case You terminate the Policy during the Policy Term.

#### For Regular Pay:

This option can be exercised in any Policy Year starting from the 30th Policy Year, provided all the due Premiums up to the date of Special Exit have been paid. This option shall not be applicable in the last 4 Policy Years.

#### For Limited Pay:

This option can be exercised in any Policy Year starting from the 25th Policy Year, provided all the due Premiums up to the date of Special Exit have been paid. This option shall not be applicable in the last 5 Policy Years.

Conditions for availing Special Exit Value:

- The Policy must be In-force at the time of exercising the Special Exit Value option.
- Special Exit Value shall not be available for Policy Terms of less than 40 years.

- The Policy shall be terminated after availing of this value.
- This is an inbuilt product feature, and no additional Premium is required to be paid
- On termination, higher of the Unexpired Risk Premium Value or the Special Exit value, if available, shall be payable. Both Special Exit Value and Unexpired Risk Premium Value will not be payable simultaneously.

#### 3.4. Premium Payment Conditions

#### 3.4.1. Payment of Premium

- (a) Instalment Premiums due as per the Policy Terms and Conditions are payable for the entire Premium Payment Term;
- (b) You must pay the Instalment Premiums on or before the due date specified in the Policy Schedule;
- (c) The available Premium Payment Modes under the Policy are Annual, Half yearly, Quarterly and Monthly;
- (d) All taxes, cess, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the Instalment Premiums to be paid by You;
- (e) Collection of advance Premium shall be allowed in this Policy provided due Premiums are collected in the same financial year. However, where the Premium due in one financial year is being collected in advance in earlier financial year, we will accept the same for a maximum period of 3(three) months in advance of the due date of that Instalment Premium.

#### **3.4.2.** Alteration of the Premium Payment Mode

You may change the Premium Payment Mode 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.

No other alterations are allowed under this Product.

Alteration in Premium Payment Mode at the time of Premium Break Period shall not be allowed.

#### 3.4.3. Grace Period

Instalment Premium that is not received in full by us by its due date, may be paid in full during the Grace Period without any penalty or late fee, during which time the Policy is considered to be In-force with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the Premium shall be 15 (fifteen) days, where the Policyholder pays the Premium on a monthly mode and 30 (thirty) days in case of all other Premium Payment modes.

Upon the Life Assured's death or diagnosis of Terminal Illness during the Grace Period, the Company shall pay the applicable Death Benefit subject to the deduction of any Premium which is unpaid as on the date of death or diagnosis of Terminal Illness. During this period the Policy will be considered In-force.

# 3.4.4. Premium mode loading / Modal Factors

You may opt to pay the due Instalment Premiums by annual, half yearly, quarterly or monthly mode. In case a mode other than annual is chosen then the Instalment Premium is equal to Annualized Premium multiplied by Modal Factors. Modal Factors on Premium will be applicable as per the table below:

<b>Premium Paying Mode</b>	<b>Modal Factors</b>
Annual	1
Half Yearly	0.510
Quarterly	0.258
Monthly*	0.087

<sup>\*</sup>Monthly mode is available for Standing instruction/direct debit options (including Electronic Clearing System (ECS), and Automated Clearing House (ACH).

#### 4. Part D

#### **Policy Servicing Conditions**

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

#### 4.1 Free Look Period

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 written notice to Us within 30 (thirty) days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, stating the reasons for Your objection, provided no claims has been made under the Policy. In such an event, irrespective of the reason for cancellation, You will be entitled to a refund of the Premium(s) paid, subject only to a deduction of proportionate risk Premium for the period of cover and the expenses, if any, incurred by Us on medical examination and stamp duty charges.

#### 4.2 Policy Loan

There is no Policy loan available in this plan.

#### 4.3 Unexpired Risk Premium Value

The Unexpired Risk Premium Value Benefit will be provided if You choose to terminate the Policy during the Policy Term, provided atleast two (2) full years' premiums are paid, the Unexpired Risk Premium Value shall be payable as follows:

#### Limited Pay-

For In-force and fully paid policies: Policyholder voluntarily terminating the Policy during the Policy Term.

For Lapsed policies: Earlier of:

- 1. Death during Revival Period after date of Lapse
- 2. End of the Revival Period before Date of Expiry of Term
- 3. Policyholder voluntarily terminating the Policy during the Revival Period

Where, Unexpired Risk Premium Value payable is defined as:

(Total number of months

Y %

\* remaining to maturity)

(Total number of months

in the Policy Term)

\* Total Premiums Paid

Where Y depends on whether the Policyholder is terminating the Policy before or after the Premium Payment Term.

For terminations during Premium Payment Term: Y = 30%

For terminations after Premium Payment Term: Y = 50%

On termination, higher of the Unexpired Risk Premium Value or the Special Exit value, if available, shall be payable.

For Regular Pay- There is no Unexpired Risk Premium Value payable for Regular Pay.

#### 4.4 Premium Discontinuance

#### **4.4.1** Lapse

If the Premium is not paid either on Premium due date or within the Grace Period, all Benefits under the Policy shall cease immediately.

No Benefits shall be paid when the Policy is in Lapsed status.

A Lapsed Policy can be revived as per terms and conditions as mentioned in the Revival section.

If a Lapsed Policy is not revived by the end of the Revival Period, the Policy shall be terminated.

#### 4.4.2 Reduced Paid Up Value

There is no reduced paid-up value applicable under any of the premium paying term options, i.e. Limited Pay and Regular Pay.

#### 4.4.3 Revival

A Policy in Lapsed condition can be revived during the Revival Period by giving Us written notice to revive the Policy, provided that:

- All due Instalment Premiums along with interest at Prevailing Rate of Interest, if any, are received by Us in full.
- We may change this Revival interest rate from time to time. Currently, We charge 7.5% p.a. interest on Revivals.
- The rate of interest is calculated as the 10 Year G-Sec rate as on 1st of April plus 50 basis points, rounded up to the nearest 50 basis points. We will review the rate on an annual basis in April based on the prevailing 10 Year G-Sec rate. However, under special circumstances where the prevailing 10 Year G-Sec rate is changing in excess of 200 basis points from the G-Sec rate used for calculating the current interest rate, We shall review the interest rate based on the prevailing 10 Year G-Sec rate.
- The Revival of the Policy will be as per the Board approved underwriting Policy. Once the Policy is terminated it cannot be revived.
- Revival Period means the period of five consecutive complete years from the date of first unpaid Instalment Premium.
- We may revive the lapsed Policy by imposing such extra Premium as per the Board approved underwriting Policy of the Company.
- On revival of the Policy, the base benefit will be revived.

#### 4.4.4 Termination of the Policy

The Policy will be terminated on the earliest of the following:

- On payment of Free Look cancellation amount.
- The date on which the Special Exit Value or Unexpired Risk Premium Value are settled under the Policy.
- At the expiry of the Revival Period as defined above, if the Policy has not been revived.
- On payment of death or Terminal Illness claim amount.
- On payment of eligible Premium amount described in suicide exclusion clause.
- On expiry of the Policy Term.

5 Part E

Not applicable



#### 6 Part F

#### **General Terms & Conditions**

The following general terms and conditions are applicable to Your Policy. If You wish to change the Nomination or 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 or can be downloaded from Our website www.pnbmetlife.com

#### 6.1. 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** "A" to this Policy for Your reference. Nomination of this Policy is not applicable if the Policy has been executed under Section 6 of the Married Women's Property Act 1874.

#### 6.2 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** "A" to this Policy for Your reference. Assignment of this Policy is not applicable if the Policy has been executed under Section 6 of the Married Women's Property Act 1874.

#### **6.3** Claims Procedure

We will be able to process or make any payment of the Death or Terminal Illness Benefit under this Policy once We have received all of the information and documentation We request, including but not limited to:

We request the following set of documents:

#### **Death Claims**

- 1. Duly filled and signed Claim form;
- 2. Copy of valid death certificate issued by local authority;
- 3. Claimant's Current address proof & Photo identity proof;
- 4. PAN Card or Form 60 of the Nominee:
- 5. Cancelled cheque / Copy of bank passbook of the Claimant
- 6. \*\*Doctor's Certificate prescribed in PNB MetLife Format (From the family physician or treating doctor);

#### Additional documents\* required basis cause of death for faster processing of Your Claim

If the death of the Life Assured is due to accident, suicide, and murder then the additional documents mentioned below shall be required:

- 1. Copy of the First Information Report (FIR), Panchnama and Postmortem Report (PMR), Viscera report if applicable;
- 2. Copy of the Final Police Investigation report (FPIR)/ Charge sheet if applicable;
- 3. Obituary/Newspaper cutting;
- 4. Legal Heir certificate /Succession certificate in case of absence of nominee

# If the death <u>of the Life Assured occurred</u> at home & hospital, then the additional documents mentioned below shall be required:

- 1. Complete Medical records for any treatment taken in past or at the time of death
  - o Indoor Case papers;

- o Death summary;
- Discharge summary;
- 2. Medical cause of death certificate;
- 3. \*\*Employer Certificate Only if Life Assured was a salaried individual (prescribed in PNB MetLife Format);

# \*PNB MetLife reserves the right to call for any additional documents /evidence apart from the given list, if required.

### \*\*To download the forms, please visit our website www.pnbmetlife.com

#### Terminal Illness

- The claim form prescribed by Us, duly completed
- Copy of the photo-identity proof and Address proof of the claimant / nominee
- Cancelled Cheque/copy of Bank passbook
- Medical report confirming the occurrence of Terminal Illness which is acceptable to Us
  - o Attending consultant's statement confirming diagnosis and occurrence of the Terminal Illness.
  - Complete medical records for diagnosis and treatment of the illness diagnosed i.e. discharge summary, indoor case papers, all test/investigation reports like Histopathology reports, Dialysis records, angiography reports, blood test reports, surgery or operation notes
  - o First Consultation and all Follow- up consultation notes
- FIR, police inquest, final police report if applicable

Any other documentation or information We request

In case You need any assistance, please call Us on Our toll-free number 18004256969 or email on claimshelpdesk@pnbmetlife.com. Our customer service executives would be happy to help and assist You.

**Note** - We have the right to ask for additional documents deemed necessary to decide the claim which do not form part of the above-mentioned list.

#### 6.4 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.

# 6.5 Currency & Place of Payment

All amounts payable either to or by Us will be paid in the currency shown in the Policy Schedule.

#### 6.6 Fraud and Misstatement

Fraud and Misstatement 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 A for Your reference.

#### 6.7 Suicide Exclusion

In case of death due to suicide within 12 months from the Date of Commencement of Risk under the Policy or from the date of Revival of the Policy, as applicable, the Nominee or beneficiary of the Policyholder shall be entitled to at least 80% of the Total Premiums Paid till the date of death, provided the Policy is In-force.

Total Premiums Paid means total of all the Premiums paid under the base product, excluding any extra Premium and taxes, if collected explicitly.

# 6.8 Proof of Age

Subject to Section 45 of the Insurance Act 1938, as amended from time to time if the actual Age of the Life Assured differs from the Age stated in the Proposal form then:

- a) If the actual Age of Life Assured proves to be higher than what is stated in the Proposal form, the Sum Assured will be adjusted to that which would have been purchased by the amount of Instalment Premium paid, had the Age been correctly stated. The Policy will continue to be In-Force;
- b) If the actual Age proves to be lower than what is stated in the Proposal form, the Instalment Premium paid in excess will be refunded to You without interest or may be adjusted towards future Instalment Premium. The Policy will continue to be In-Force.
- c) If the Life Assured'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 to take such action as may be deemed appropriate including cancellation of the Policy.

### 6.9 Loss of the Policy Document

If the original Policy Document is lost or destroyed, a duplicate Policy Document shall be issued upon receipt of a written request from You subject to submission of affidavit-cum-indemnity in the format prescribed by Us on stamp paper of value of Rs. 200/-. Please note that laws related to stamp duty are subject to amendments made thereto from time to time. Upon the issuance of a duplicate Policy Document, the original Policy Document will cease to have any legal force or effect. You agree that You shall indemnify and hold Us free and harmless from and against any claims or demands that may arise under or in relation to the original Policy document.

### 6.10 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 change Your Nominee, change an address or exercise any other options under the Policy, You shall do so only using the forms prescribed for each purpose which are available with Your financial advisor, from Our local office or can be downloaded from Our website www.pnbmetlife.com. If You change Your address, or if the address of the Nominee changes, You must notify Us immediately. Failure in timely notification of change of address could result in a delay in processing of Benefits payable under the Policy.

#### 6.11 Travel, Residence & Occupation

This Policy does not impose any restrictions as to travel and residence. This Policy does not impose any restrictions as to occupation.

#### 6.12 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 and differences arising under or in relation to the Policy shall be subject to the sole and exclusive jurisdiction of the jurisdictional courts in India.

#### 6.13 Our Address for Communications

All notices and communications in respect of this Policy shall be addressed to us at the following address: **PNB MetLife India Insurance Co. Ltd,** 

Unit No. 101, First Floor, Techniplex I, Techniplex Complex, Off Veer Savarkar Flyover, S.V. Road, Goregaon (West), Mumbai – 400 062, Maharashtra Call Us Toll-free at 1-800-425-6969,

Visit our Website: www.pnbmetlife.com, Email: <a href="mailto:indiaservice@pnbmetlife.co.in">indiaservice@pnbmetlife.co.in</a>



#### 7 Part G

#### GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

#### 7.1. Grievance Redressal Mechanism

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

#### Level 1

For any complaint/grievance, approach any of Our following touch points:

- Call 1800-425-69-69 (Toll free)
- Email at indiaservice@pnbmetlife.co.in
- Write to

**Customer Service Department,** 

1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062.

- Online through Our website www.pnbmetlife.com
- Our nearest PNB MetLife branch across the country.

#### Level 2:

In case not satisfied with the resolution provided by the above touch points, or have not received any response within 10 (ten) days, You may

- Write to Our Grievance Redressal Officer at gro@pnbmetlife.co.in or
- Send a letter to

PNB MetLife India Insurance Co. Ltd, Unit No 302,3<sup>rd</sup> Floor, Tower 3, Worldmark, Maidawas Sector - 65, Gurugram, Haryana – 122018

Please address Your queries or complaints to our customer services department, and Your grievances to our Grievance Redressal Officer (GRO) on the address referred above, 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.

#### Level 3:

In case You are not satisfied with the decision from above offices or have not received any response within 2 weeks You may contact the Bima **Bharosa Shikayat Nivaran Kendra** on the following contact details:

- Online: You can register Your complaint online at <a href="http://www.igms.irdai.gov.in">http://www.igms.irdai.gov.in</a> or refer IRDAI website for more details.
- By Post: You can write or fax Your complaints to
- General Manager,

Policyholder Protection and Grievance Redressal Department- Grievance Redressal Cell, Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli, Hyderabad - 500032, Telangana

- By E-mail: E-mail ID: complaints@irdai.gov.in
- By Phone : 1800 4254 732

In case You are not satisfied with the decision/resolution and the claim amount is up to Rs. 50 lakhs, You may approach the Insurance Ombudsman at the address in the list of Ombudsman below, if Your grievance pertains to:

- i) Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy; or
- ii) Delay in settlement of claim; or
- iii) any partial or total repudiation of claims by Us; or
- iv) Dispute with regard to premium; or
- v) Misrepresentation of terms and conditions of the Policy; or
- vi) Policy servicing related grievances against Us or Our agent/intermediary; or
- vii) Issuance of Policy in non-conformity with the Proposal Form; or
- viii) Non-issuance of the Policy after receipt of Premium; or
- ix) Any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the Regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the Policy, in so far as they relate to issues mentioned above.
- 1) The complaint should be made in writing duly signed by You, Nominee, Assignee or by Your legal heirs with full name, address and contact information of the complainant, the details of Our branch or office against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per Rule 14(3) of the Insurance Ombudsman Rules, 2017 (hereinafter referred to as "Rules"), a complaint to the Insurance Ombudsman can be made if the complainant makes a written representation to the Insurer and either the Insurer rejected the complaint or the complainant did not receive any reply within 1 (one) month after the Insurer received the complaint, or the complainant is not satisfied with the reply given to him by the Insurer. Further, such a complaint to the Insurance Ombudsman can be made and filed, within 1(one) year;
  - i) after the order of the Insurer rejecting the representation is received; or
  - ii) after receipt of decision of the Insurer which is not to the satisfaction of the complainant; or
  - iii) after expiry of a period of 1(one) month from the date of sending the written representation to the Insurer if the Insurer fails to furnish reply to the complainant.
- 2) The Insurance Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these Rules.
- 3) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

#### 7.2 List of Insurance Ombudsman

[Note: A list of Insurance Ombudsman is set out below. Please refer to https://www.cioins.co.in/Ombudsman for a list of updated Insurance Ombudsman.]

Insurance Ombudsman	Address	Territorial Jurisdiction	Contact details
Ahmedabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in
Bengaluru	Jeevan Soudha Building,PID No. 57- 27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.	Karnataka.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in
Bhopal (MP)	1st floor,"Jeevan Shikha",60- B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.	Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in
Bhubaneswar, Odisha	62, Forest park, Bhubaneswar – 751 009.	Odisha.	Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in
Chandigarh	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in
Chennai	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in
Delhi	2/2 A, Universal Insurance Building,	Delhi & following Districts of Haryana -	Tel.: 011 - 46013992/23213504/23232481 Email: <u>bimalokpal.delhi@cioins.co.in</u>

	Asaf Ali Road, New	Gurugram, Faridabad,	
	Delhi – 110 002.	Sonepat & Bahadurgarh.	
Guwahati	Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM)	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in
Hyderabad	6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A.C.Guards, Lakdi-Ka- Pool, Hyderabad - 500 004	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in
Jaipur	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan.	Tel.: 0141- 2740363 Email: bimalokpal.jaipur@cioins.co.in
Kochi (Kerala)	10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground M.G.Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in
Kolkata	Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in
Lucknow	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh : Lalitpur, 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,	Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in

		Azamgarh, Kushinagar,	
		Gorkhpur, Deoria, Mau,	
		Ghazipur, Chandauli,	
	1	Ballia, Sidharathnagar.	
		List of wards under	
	1		
	!	Mumbai	
	1	Metropolitan Region	
	3rd Floor, Jeevan Seva	excluding wards in	Tel.: 022 - 69038800/27/29/31/32/33
Mumbai	Annexe, S. V. Road,	Mumbai - i.e M/E, M/W,	Email:
Iviuiiioai	Santacruz (W), Mumbai	N, S and T covered	bimalokpal.mumbai@cioins.co.in
	- 400 054.	under	bimatokpai.mumbat@ctoins.co.m
	1	Office of Insurance	
	1	Ombudsman Thane and	
	1	areas of Navi Mumbai.	
	_	State of Uttarakhand and	
		the following Districts of	
		Uttar Pradesh: Agra,	
		Aligarh, Bagpat, Bareilly,	
	1	Bijnor, Budaun,	
		Bulandshehar, Etah,	
	1	Kannauj, Mainpuri,	
	D1	Mathura, Meerut,	·
	Bhagwan Sahai Palace	Moradabad,	
	4th Floor, Main Road,	Muzaffarnagar, Oraiyya,	Tel.: 0120-2514252 / 2514253
Noida	Naya Bans, Sector 15,	Pilibhit, Etawah,	Email: bimalokpal.noida@cioins.co.in
	Distt: Gautam Buddh	Farrukhabad, Firozbad,	
	Nagar, U.P-201301.	Gautam Buddh nagar,	
		Ghaziabad, Hardoi,	
		Shahjahanpur, Hapur,	
		Shamli, Rampur,	
		Kashganj, Sambhal,	
		Amroha, Hathras,	
		Kanshiramnagar,	
		Saharanpur.	
	2nd Floor, Lalit		
	Bhawan,		Tel.: 0612-2547068
Patna	Bailey Road, Patna 800	Bihar, Jharkhand.	Email: bimalokpal.patna@cioins.co.in
	001.		Ziimii omaronpunpunu(o) eromoreom
	VVI.	State of Goa and State of	
	January Danishan Did.		
	Jeevan Darshan Bldg.,	Maharashtra excluding	
, n	3rd Floor, C.T.S. No.s.	areas of Navi Mumbai,	Tel.: 020-24471175
Pune	195 to 198, N.C. Kelkar	Thane district, Palghar	Email: bimalokpal.pune@cioins.co.in
	Road, Narayan Peth,	District, Raigad district &	
	Pune – 411 030.	Mumbai Metropolitan	
		Region	
771	2nd Floor, Jeevan	Area of Navi Mumbai,	F 11: 11 14 0:
Thane		Thane District, Raigad	Email: <u>bimalokpal.thane@cioins.co.in</u>
	Chintamani Building,	Thane District, Kargad	

Vasantrao Naik	District, Palghar District
Mahamarg,	and wards of Mumbai,
Thane (West)	M/East, M/West, N, S
Thane - 400604	and T."



#### Annexure A

# Section 38 - Assignment and Transfer of Insurance Policies (as amended from time to time)

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time and any other applicable Regulations/Circulars issued by the Authority. The extant provisions in this regard are as follows:

- 1. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
- 3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee for granting a written acknowledgement of the receipt of notice of assignment or transfer assignment may require to be paid to the insurer which shall not exceed Rs.100/- (Rupees One hundred only) or as may be specified by the Authority.
- 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
- 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the Policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance Policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment; OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the Policy shall become payable to Policyholder or Nominee(s) in the event of assignee or transferee dying before the insured; OR
    - ii. the insured surviving the term of the Policy;

Such conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment; and
  - b. may institute any proceedings in relation to the Policy;
  - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.
- 15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

[Disclaimer: This is not the exact text of section 38 of the Insurance Act, 1938 and other applicable regulatory provisions and only a simplified version prepared for general information. Policyholders are advised to refer to the Insurance Act, 1938 and any other applicable Regulations/Circulars issued by the Authority for complete and accurate details.]



# Section 39 - Nomination by Policyholder (as amended from time to time)

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time and any other applicable Regulations/Circulars issued by the Authority. The extant provisions in this regard are as follows:

- 1. The Policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the Policy shall be paid in the event of his death.
- 2. Where the Nominee is a minor, the Policyholder may appoint any person to receive the money secured by the Policy in the event of Policyholder's death during the minority of the Nominee. The manner of appointment to be laid down by the insurer.
- 3. Nomination can be made at any time before the maturity of the Policy.
- 4. Nomination may be incorporated in the text of the Policy itself or may be endorsed on the Policy communicated to the insurer and can be registered by the insurer in the records relating to the Policy.
- 5. Nomination can be cancelled or changed at any time before Policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such Nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the Policy or in the registered records of the insurer.
- 7. Fee for registering change or cancellation of a nomination(s) which will not exceed Rs.100/- (Rupees One Hundred only) on each occasion or as may be specified by the Authority through Regulations.
- 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the Policyholder of having registered a nomination or cancellation or change thereof.
- 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the Policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any Policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by Policyholder whose life is insured, if the Nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case Nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
- 13. Where the Policyholder whose life is insured nominates his
  - a. parents; or
  - b. spouse; or
  - b. children; or
  - c. spouse and children; or
  - d. or any of them,

the Nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the Nominee having regard to the nature of his title.

- 14. If Nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired Nominee(s) shall be payable to the heirs or legal representative of the Nominee or holder of succession certificate of such Nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).

- 16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his Nominee(s) shall be entitled to the proceeds and benefit of the Policy.
- 17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

Disclaimer: This is not the exact text of Section 39 of the Insurance Act, 1938 and other applicable



# Section 45, Policy shall not be called in question on the ground of mis-statement after three years (as amended from time to time)

A simplified version of the provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time and any other Regulations/ Circulars issued by the Authority are as follows:

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from
  - a. the date of issuance of Policy; or
  - b. the date of commencement of risk; or
  - c. the date of revival of Policy; or
  - d. the date of rider to the Policy,
  - whichever is later.
- 2. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of Policy; or
  - b. the date of commencement of risk; or
  - c. the date of revival of Policy; or
  - d. the date of rider to the Policy,

whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

- 3. Fraud means any of the following acts committed by 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.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or Nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or Nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.

9. The insurer can call 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 of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is not the exact text of Section 45 of the Insurance Act, 1938 and other applicable regulatory provisions and only a simplified version prepared for general information. Policyholders are advised to refer to the Insurance Act, 1938 and any other applicable Regulations/ Circulars issued by the Authority for complete and accurate details]

