MetLife[®]

peace of mind. Evaranteed.

MetLife India Insurance Company Limited. (Insurance Regulatory and Development Authority Life Insurance Registration No. 117) Registered Office: 'Brigade Seshamahal', 5, Vani Vilas Road, Basavanagudi, Bangalore - 560 004, www.metlife.co.in, Fax: +91-80-4150 6969

Terms & Conditions – Met Easy Super Unit Linked Life Insurance Plan (Non Par)

1. Basic Definitions

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

- 1.1.1. Age means age of the Insured as of his last birthday and is as shown in Section 1 of the Schedule.
- 1.1.2. Annualised Premium means one full year's Regular Premium.
- 1.1.3. Application means the proposal form and any other information given to Us to decide whether and on what terms to issue this **Policy**.
- 1.1.4. **Appointee** means the person **You** have named to receive payment under this **Policy** if the **Nominee** is a minor at the time payment becomes due under this **Policy**.
- 1.1.5. Base Sum Assured means the amount of life insurance cover as chosen by You and is shown in Section 1 of the Schedule.
- 1.1.6. Business Day means a working day of Our Registered office.
- 1.1.7. Cost of Insurance means the cost per Rs 1000 of insurance cover as laid out in the "Table of Cost of Insurance Charges" enclosed.
- 1.1.8. Cost of Rider Cover means the cost per Rs 1000 of Rider Cover-.
- 1.1.9. Date of Commencement means the date on which the risk under this Policy becomes effective and is as shown in Section 1 of the Schedule
- 1.1.10. **Date of Issue** means the date on which this **Policy** is issued after **We** have accepted the risk under the Application. The Date of Issue is shown in Section 1 of the **Schedule**.
- 1.1.11. Date of Maturity means the expiry date of this Policy as shown in Section 1 of the Schedule.
- 1.1.12. **Death Benefit** means the amount payable under this **Policy** in accordance with clause 2.1 on the death of the **Insured**.
- 1.1.13 Discontinued Policy means a Policy:

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- a) Which is not revived during the stipulated revival period specified in the Policy or
- b) Which You have surrendered in accordance with this Policy.

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Met Easy Super Unit Linked Life Insurance Plan (Non Par) IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER Product UIN: 117L0V01

- 1.1.14. Insured means the person insured as named in Section 1 of the Schedule.
- 1.1.15. Maturity Benefit means the amount payable under this Policy in accordance with clause 2.2 on the Date of Maturity.
- 1.1.16. Mortality Charge means the charge towards providing life insurance cover and is as shown in Section 3 of the Schedule.
- 1.1.17. Net Asset Value ("NAV") of a Unit Linked Fund means the price of a unit in a Unit Linked Fund at which We would allocate or cancel Units in that Unit Linked Fund at each Valuation Date.
- 1.1.18. Nominee means the person named in the Schedule who is nominated by You, to receive the benefits under this Policy on the death of the Insured, before the Date of Maturity.
- 1.1.19. Partial Withdrawal means any part of the Unit Account that You encash in accordance with clause 2.3.
- 1.1.20. Policy means this document, any endorsements issued by Us, the Schedule and the Application.
- 1.1.21. Policy Anniversary means the date immediately following completion of the first Policy Year and the same date every year thereafter until the Date of Maturity
- 1.1.22. Policy Charges means the charges shown in Section 3 of the Schedule. Policy Charges are applicable and will be determined in the manner shown in Section 3 of the Schedule subject to the terms and conditions of the Policy.
- 1.1.23. Policy Month means the one month period between the Date of Commencement and every subsequent month thereafter until the Date of Maturity.
- 1.1.24. Policy Term means the period between the Date of Commencement and the Date of Maturity. The duration of the Rider Cover, if opted, is specified in Section 1 of the Schedule and it may cease prior to the Date of Maturity.
- 1.1.25. Policy Year refers to the one year period between the Date of Commencement and every subsequent year thereafter until the Date of Maturity.
- 1.1.26. Premium Payment Term means the period for which the premiums are payable and is as shown in the Section 1 of the Schedule.
- 1.1.27. Regular Premium refers to the amount which You must pay in accordance to the frequency as specified in the Schedule Annually for the Base Sum Assured during the Premium Payment Term and is as shown in Section 1 of the $\ensuremath{\textbf{Schedule.}}$
- 1.1.28. Regular Premium Fund Value means the total number of Units in the Regular Premium Unit Account of this Policy multiplied by the Net Asset Value as at the Relevant Date.
- 1.1.29. Regular Premium Unit Account means Your Unit Account pertaining to the Regular Premium.

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1.1.30. Relevant Date means :

- 1.1.30.1. Our date of receipt of Your written notice/request for switches, Partial Withdrawal, surrender or termination of the Policy, free-look cancellation, Policy loan request and Policy loan repayment.
- 1.1.30.2. Our date of receipt of notice of the death of the Insured in the case of a Death Benefit claim.
- 1.1.30.3. The Date of Maturity in the case of a Maturity Benefit claim.

The rules in this regard are as follows:

- If the request is received before 15.00 hours on a Business Day, the corresponding Valuation Date is the same Business Day.
- If the request is received after 15.00 hours on a Business Day, the corresponding Valuation Date is the next Business Day.
- 1.1.31. Rider means the additional benefit as described therein which You have chosen over and above the **Base Sum Assured**
- 1.1.32. Rider Cover means the amount of coverage under the Rider chosen by You as shown in Section 1 of the Schedule
- 1.1.33. Rider charges means the amount that will be deducted from Your Regular Premium Fund Value over and above mortality charges
- 1.1.34. Schedule means the schedule We issue along with any annexure, unit statement, tables or endorsements attached to it from time to time
- 1.1.37 Unit Linked Fund means a separately identifiable investment-linked fund set up and managed by Us for the purpose of achieving the objectives of the fund. The Unit Linked Funds available under this Policy are mentioned in Section 2 of the Schedule
- 1.1.38 Unit means a notional and proportionate part of the Regular Premium Unit Account created upon the allocation of Regular Premium
- 1.1.39 Unit Account means the notional accounts that We administer in which Your Units pertaining to Regular Premium are allocated or redeemed.
- 1.1.40 Valuation Date means the date on which the assets to which a Unit Linked Fund is/are referenced, are valued and the date on which NAV (s) is/ are determined.
- 1.1.41 We, Us or Our means MetLife India Insurance Company Limited.
- 1.1.42 You or Your means the Policyholder, as named in Section 1 of the Schedule

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2. Policy Benefits

Met Easy Super is the name of the product offered by us under this Policy. It is a non-participating unit linked life insurance plan, which matures on the Date of Maturity. Your Policy provides the following benefits:

2.1. Death Benefit

- 2.1.1. If the Insured dies before attaining Age 60 during the Policy Term and while the Policy is in force, then We will pay You or the Nominee the highest of:
 - (a) The Regular Premium Fund Value as on the Relevant Date; or
 - (b) The Base Sum Assured, less any and all Partial Withdrawals made from the Regular Premium Unit Account in the 24 months immediately preceding the Insured's death; or
 - (c) 105% of the total Regular Premiums received under the Policy less any and all Partial Withdrawals made from the Regular Premium Unit Account in the 24 months immediately preceding the Insured's death
- 2.1.2 If the **Insured** dies after attaining Age 60 during the **Policy Term** and while the **Policy** is in force then

We will pay You or the Nominee the highest of:

- (a) The Regular Premium Fund Value as on the Relevant Date; or
- (b) The Base Sum Assured less the higher of:

(i) all Partial Withdrawals made from the Regular Premium Unit Account in the 24 months immediately preceding the Insured's death; or

(ii) all Partial Withdrawals made from the Regular Premium Unit Account after the Insured

having attained the age of 60; or

- ___(c)_105% of the total Regular Premiums received under the Policy less the higher of:
 - (i) all Partial Withdrawals made from the Regular Premium Unit Account in the 24 months immediately preceding the Insured's death; or
 - (ii) all Partial Withdrawals made from the Regular Premium Unit Account after the Insured having attained the age of 60; or

Accidental Death Benefit Rider (UIN: 117A011V01)

If You have opted for this Rider and the Insured dies due to an Accident as defined in the Rider terms and conditions, then We will pay the Rider Cover in addition to any payment due under the Policy.

2.2. Maturity Benefit

If the Insured is alive on the Date of Maturity and the Policy is in force, then We will pay You the Regular Premium Fund Value as on the Relevant Date. You have the following options to choose from for receiving the Maturity Benefit:

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Settlement Option

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

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

You may exercise one of the above Settlement Options by giving Us written notice at least 90 days before the Date of Maturity specifying which of the options You wish to exercise along with any information or documentation that We request. The default Settlement Option in case of non-receipt of the aforesaid notice shall be option (a).

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

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

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

2.3 Partial Withdrawals

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

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- 2.3.1.1 The proposed **Partial Withdrawal** amount is not less than Rs.5,000.
- 2.3.1.2 The Regular Premium Fund Value after any Partial Withdrawal should not be less than 120% of the Annualised Premium
- 2.3.1.3 All requests for a **Partial Withdrawal** will be subject to **Our** approval and based on the rules of the applicable **Unit Linked Funds**.
- 2.3.1.4 Only one (1) **Partial Withdrawal** in any **Policy Year** from the **Regular Premium Unit Account** will be free of charge. For any other **Partial Withdrawal** in that **Policy Year**, the Partial Withdrawal Charge specified in Section 3 of the **Schedule** shall be applicable.
- 2.3.1.5 All Partial Withdrawals will be effected by cancelling Units from the Regular Premium Unit Account.

2.4 Loans

- 2.4.1 We may, at Our sole and absolute discretion, permit You to take a loan under this Policy provided that We will not offer a loan to You of value of:
 - 2.4.1.1 Less than Rs. 5,000; or
 - 2.4.1.2 More than 40% of the surrender value (the **Regular Premium Fund Value** less applicable discontinuation charges specified in the **Schedule**) if the proportion of investment in equity in the **Unit Linked Funds** is more than 60% of the **Regular Premium Fund Value**; or
 - 2.4.1.3 More than 50% of the surrender value (the **Regular Premium Fund Value** less applicable discontinuance charges specified in the **Schedule**) if the proportion of investment in debt instruments in the **Unit Linked Funds** is more than 60% of the **Regular Premium Fund Value**.
- 2.4.2 If a loan is granted to You under Section 2.4.1 above, then it is agreed and understood that:
 - 2.4.2.1 You shall re-pay the loan in the manner and in the amounts specified by Us at the time of disbursement of the loan.
 - 2.4.2.2 We shall charge interest on the loan amount granted at such rates of interest prevailing at the time of disbursement of the loan.
 - 2.4.2.3 The loan will be granted by cancelling the appropriate number of **Units** from the **Regular Premium Fund Value**.
 - 2.4.2.4 All amounts re-paid under the loan will be allocated as **Units** using the NAV as on the **Relevant Date** in the **Regular Premium Unit Account** in the same allocation proportion applicable to the allocation of **Regular Premium** under the **Policy**.
 - 2.4.2.5 If the **Insured** dies before all outstanding loan amounts have been received by **Us**, then **We** will deduct the amount equivalent to the outstanding loan amount plus the interest due thereon from the **Base Sum Assured** payable to the **Nominee**.

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3. Premium/Sum Assured Provisions

You are required -to pay the premiums on the due dates during the Premium Payment Term for the entire Policy Term.

3.1 Regular Premium/Rider Premium (if opted for)

- 3.1.1 You must pay the amount of **Regular Premium** as shown in section 1 of the **Schedule** on or before its due date. **Regular Premiums** received before the due date shall be credited to **Your Policy** only on the due date. If **You** have chosen a **Rider Cover**, then the charges towards the **Rider Cover** will be recovered by way of unit deduction. No additional premium is required to be paid towards **Rider Cover**.
- 3.1.2 Section 1 of the **Schedule** shows the **Premium Payment Term** chosen by **You**. All taxes cess, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the premiums or on any charges as applicable, to be paid by **You** <u>or recovered by</u> way of unit deduction.
- 3.1.3 You may change the frequency of premium payment by giving Us written notice. The revised frequency shall only be applicable once We have approved the same by issuing an endorsement to the Schedule and from next monthly Policy Anniversary.
- 3.1.4 All amounts payable to Us or by Us shall be paid in Indian Rupees and will be payable or paid at Our Corporate Office, Registered Office, Regional Office or any other office.

3.2 Premium Discontinuance

- 3.2.1 If **You** fail to pay the **Regular Premium** due on the due date, then **We** will allow a grace period of 30 days. The **Policy** shall remain in force during the grace period and all applicable charges will continue to be deducted.
- 3.2.2 If You do not pay the Regular Premium due in full during the grace period, then within 15 days from expiry of the grace period, We will send You a written notice to either:
 3.2.2.1 Revive the Policy; or
 3.2.2.2 Complete withdrawal of Terminate the Policy without any risk cover.
- 3.2.3 You shall give Us a written notice of the option chosen in accordance with Section 3.3.2 above within 30 days of the receipt of the notice from Us.
- 3.2.4 If You choose to revive the Policy, then You shall:
 - 3.2.4.1 Give Us written notice to reinstate the Policy
 - 3.2.4.2 Pay in full all the **Regular Premiums** that would have been payable from the date of default to the proposed date of reinstatement and any revival fee which is specified in Section 3 of the Schedule.

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3.2.4.3 Give Us all information and documentation We request.

You understand and agree that:

- (a) it is Our sole and absolute discretion to reinstate the Policy and that there is no obligation on Us to reinstate the Policy even if You have given Us all documentation and We may restrict the terms upon which We may agree to reinstate the Policy.
- (b) The reinstatement of the **Policy** shall not take effect until **We** have approved the request and the same has been communicated to **You** in writing.
- 3.2.5 If You choose to terminate the Policy without risk cover, and 5 Policy Years have not yet been completed, the Regular Premium Fund Value after deduction of any discontinuance charges specified in Section 3 of the Schedule will be credited to a Discontinued Policy Fund managed by Us, and this amount will continue to remain in this fund (without the deduction of any charges) until the 5th Policy Anniversary upon which the Regular Premium Fund Value plus applicable interest computed at a minimum interest of 3.5% pa, compounded annually, shall be payable by means of a cheque or demand draft, to be delivered to Your last known address or by any other electronic mode of payment. If the Insured dies before the 5th Policy Anniversary, the Regular Premium Fund Value as on the date the Policy was discontinued plus applicable interest computed at a minimum interest of 3.5% pa
- 3.2.6 If You choose to terminate the **Policy** without risk cover, and 5 **Policy Years** have been completed the **Regular Premium Fund Value** as on the date of termination of the **Policy** will be payable.
- 3.2.7 If **We** do not receive notice from **You** of the option chosen under Section 3.3.2, then the option at Section 3.3.2.2 will be deemed to have been chosen.
- 3.2.8 Until the earlier of receipt of **Your** notice under Section 3.3.3 or till the expiry of the notice period of 30 days the **Policy** will be deemed to be in force with the risk cover on the life of the **Insured** and all applicable charges will continue to be deducted from the **Regular Fund Value**.

3.3 Policy Surrender

- 3.3.1 After the 5th Policy Anniversary, You may surrender the Policy at any time during the Policy Term and the Regular Premium Fund Value will be payable.
- 3.3.2 Before the completion of the first 5 Policy Years, You may surrender the Policy and the Regular Premium Fund Value after deduction of any Discontinuance Charges specified in Section 3 of the Schedule will be credited to a Discontinued Policy Fund managed by Us, and this amount will continue to remain in this fund (without the deduction of any charges) until the commencement of the 6th Policy Year upon which the Total Fund Value plus applicable interest computed at a minimum interest of 3.5%pa shall be payable
- 3.3.3 In circumstances that We may determine as being exceptional, We may defer the termination/surrender of the Policy for a period not exceeding six 6 months from the date of receipt of request for termination/surrender of the Policy. Examples of such circumstances are:

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

3.4 Premium Redirection

All premiums paid will be allocated to the funds specified in the Schedule and allocated in the proportion also specified in the Schedule. You may change the premium allocation proportion once every Policy Year free of charge. Any subsequent changes in a Policy Year will attract the Miscellaneous Charge specified in Section 3 of the Schedule. Any change You make must comply with the applicable rules of the Unit Linked Funds, if any, and will only be processed if (a) the sum of the proportionate allocations is equal to one hundred percent (100%); and (b) the allocation proportion for any one fund is at least twenty percent (20%) of the premium. This facility is not available if the Auto Rebalancing option is in force.

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

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

4. Fund Provisions

4.1Unit Allocation

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

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

- 4.1.1. If the Regular Premium is received by local cheque/DD (payable at par where the premium is received) before 15:00 hours on a Business Day, the Valuation Date will be the same Business Day.
- 4.1.2. If the Regular Premium is received by local cheque/DD (payable at par where the premium is received) after 15:00 hours on a Business Day, the Valuation Date will be the next Business Day.
- 4.1.3. If the Regular Premium his received by any other authorized mode, the Valuation Date will be the Business Day on which the payment is realised.

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4.1.4. If no valuation is undertaken on a Business Day, then the Valuation Date will be the date when the next valuation is done. Regular Premium received prior to the due date will be allocated to the chosen Unit Linked Funds only on the due date.

4.2. Unit Allocations & Nominal Value

Unit allocations will be rounded up to four decimal places.

4.3. Valuation of Funds

- 4.3.1. The assets to which the Unit Linked Funds are referenced will be valued daily and will be based on whether overall Units are to be purchased (Appropriation price) or sold (Expropriation price) in the Unit Linked Funds in order to meet the day to day transactions in that Unit Linked Fund.
- 4.3.2. We will determine the Appropriation price using the following methodology: (Market value of the assets held by the Unit Linked Fund plus expenses incurred in the purchase of assets plus the value of any current assets plus any accrued income net of Fund Management Charges as shown in Section 3 of the Schedule less the value of any current liabilities less provisions, if any)/number of outstanding units in the relevant Unit Linked Fund.
- 4.3.3. We will determine the Expropriation price of a Unit Linked Fund using the following methodology: (Market Value of the assests held by the Unit Linked Fund less the expenses incurred in the sale of such assets plus the value of any current assets plus any accrued income net of Fund Management Charges as shown in Section 3 of the Schedule less the value of any current liabilities, less provisions, if any)/number of outstanding in the relevant Unit Linked Fund.
- 4.3.4. We shall make all decisions about the selection and valuation of the assets to which a Unit Linked Fund is referenced subject to regulatory guidelines in the regard.
- 4.3.5. The Unit Linked Fund value will be calculated using the Net Asset Value on the correspoding Valuation Date falling on or immediately after the Relevant Date. If a request/notice is received:
 - 4.3.5.1. Before 15:00 hours on a Business Day, the Valuation Date will be the same Business Day;
 - 4.3.5.2. After 15:00 hours on a Business Day, the Valuation Date will be the next Business Day.
- 4.3.6. If no valuation is undertaken on a Business Day, then the Valuation Date will be the date when the next valuation is done
- 4.3.7. We may change these rules by sending You 15 days prior written notice.

4.4. Calculation of Net Asset Value

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

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

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The Net Asset Value will be rounded up to four decimal places but there will be no difference between the prices at which Units are bought or sold on a particular day.

4.5. Switches between Unit Linked Funds

- 4.5.1. If the Policy is in force You may give Us a written request to switch between the existing investments in Unit Linked Funds provided that:
 - 4.5.1.1. The proposed switch is in accordance with the rules applicable to the Unit Linked Funds;
 - 4.5.1.2. The first 4 switches in any Policy Year will be free of any charges. All subsequent switches in that Policy Year will be subject to the applicable charges specified in Section 3 of the Schedule.
 - 4.5.1.3. All request for switches made through Our online Policy Portal will be free of any charges.
 - 4.5.1.4. the minimum amount for any proposed switch is Rs.5,000.
 - 4.5.1.5. We shall not approve of the request switch if the Auto Rebalancing Option is in force under the Policy.

4.6. Auto Rebalancing Option

- 4.6.1. In case You have chosen the Auto Rebalancing Option, Your investible premiums will be invested between Flexi Cap Fund and Protector II Fund in the proportions as chosen by You (allocation proportion to be minimum 20% in any of the above 2 funds and total of both the funds to be equal to 100%) .
- 4.6.2. Depending on the rebalancing trigger level chosen by You (10%/15%/20%/25% increase or decrease in the Base Fund Value) the proportion between Flexi Cap and Protector II will be readjusted accordingly.
- 4.6.3. You may change the proportion between Flexi Cap and Protector II once every Policy Year free of charge. Any subsequent change in proportion in the same Policy Year will be charged as per the miscellaneous charges mentioned in Section 3 of the Schedule.
- 4.6.4. You may opt out of this strategy once in a Policy Year and may opt into the self managed option wherein You will be required to choose the Fund allocation proportion between various Unit Linked Funds.
- 4.6.5. This option will be deactivated in case of Discontinued Policies.
- 4.6.6. In case of renewal premiums, the Fund Value to be considered for rebalancing trigger will be the sum of the original Regular Premium Fund Value and the subsequent renewal premiums received after deducting Premium Allocation charges.
- 4.6.7. In case of Partial Withdrawal, the Fund Value to be considered for rebalancing trigger will be the Fund Value as reduced due to Partial Withdrawals.

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4.7. Changes in existing Unit Linked Fund

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- 4.7.1. We may at Our sole and absolute discretion establish a new Unit Linked Fund or close any of the existing Unit Linked Funds specified in Section 2 of the Schedule with the prior approval of the Insurance Regulatory and Development Authority
- 4.7.2. We will send You at least 4 weeks prior written notice of the Unit Linked Fund closure date. If You have not informed Us in writing at least 7 days before the closure date of another Unit Linked Fund to which the closing fund value is to be switched, then We will automatically switch the fund value to the Unit Linked Fund which offers the highest proportion of investment in Government Securities. We will not charge any switching fee for any such Unit Linked Fund closure

4.8. Change to Term and Conditions

- 4.8.1. We may change these terms and conditions, the rules for the Unit Linked Funds and the benefits conferred by the Policy if there is a change in the law, legislation or taxation affecting Us or the Unit Linked Funds or the Policy, or if there is a change in circumstances which makes it impossible or impracticable for Us to follow these terms and conditions. Changes will be made with the prior approval of the Insurance Regulatory and Development Authority.
- 4.8.2. We will send You notice of any changes to the terms and conditions, rules for the Unit Linked Funds and benefits within four weeks from the date of effecting such changes. If You do not agree with the changes and do not give Us written notice of Your disagreement within four weeks of Our notice of the change, it will be deemed that You have accepted the change. If We receive notice of Your objection within 4 weeks of Our notice of the change, You may surrender the Policy and no surrender charges will be levied upon such surrender.

5. Ownership Provisions

5.1. Nomination & Assignment

- 5.1.1. At any time before the Date of Maturity You may nominate a Nominee or change any existing nomination by giving Us prior written notice. No nomination or change in Nominee will be effective until We have made an endorsement to the Schedule.
- 5.1.2. If no nomination has been made or all Nominees die before payment becomes due under the Policy, then We shall make any payment due under the Policy to You or Your legal heirs or representatives which shall be a final and valid discharge of **Our** obligations under the **Policy**.
- 5.1.3. If the Nominee is a minor at the time payment becomes due under the Policy, then We shall make payment to the Appointee named in the Schedule.
- 5.1.4. You may assign this Policy by giving Us written notice. An assignment will be effective against Us only once We have received written notice of the assignment and a copy of the Policy document and We have made an endorsement to the Schedule.
- 5.1.5. In registering an assignment or nomination, We do not accept any responsibility or express any opinion as to its validity or legality.

6. Termination of Policy

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

- a) The date of confirmation by Us of the termination of the Policy under Section 3.3; or
- b) Date of Maturity; or
- c) The date of receipt of the intimation of death of the Insured; or
- the date of surrender of the Policy; or d)
- e) If the Regular Fund Value becomes equal to 100% of the Annualized Premium, if the Policy has completed at least 5 Policy Years.

7. General Provisions

- 7.1. Free Look Period: You may cancel the Policy by giving Us a signed written notice within 15 days of receiving the Policy stating the reasons for Your objection and We will pay an amount equal to non-allocated premiums plus charges levied through cancellation of Units plus the Total Fund Value at the date of cancellation subject to deduction of stamp duty and proportionate risk premium for the period of cover.
- 7.2. Taxation: Any tax benefits under the Policy shall be in accordance with the prevailing laws relating to taxation in India and any amendments thereto from time to time. We reserve the right to deduct, charge or recover taxes or applicable duties in accordance with applicable law from any payments received or made under or in relation to the Policy.
- 7.3. Suicide: If the Insured commits suicide whilst sane or insane within 1 year from the Date of Issue or the Date of Commencement or the date of the last reinstatement, whichever is later, Our liability to make any payment under this Policy shall be limited to the Total Fund Value as on the Relevant Date
- 7.4. Currency & place of payment: All amounts payable either to or by Us under the Policy will be paid in the currency shown in Section 1 of the Schedule. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank in the country in which the currency of this Policy is denominated.
- 7.5. Disclosure: This Policy has been issued based on Your representation that You have made full and accurate disclosures of all material facts and circumstances and that You have not misrepresented or suppressed any material facts or circumstances. If it comes to Our knowledge that You have misrepresented or suppressed any material facts and circumstances We shall reserve the right to take such action, as We deem appropriate including the cancellation of the Policy and forfeiture of the Regular Premium received. If You or anyone acting for You or at Your direction or with Your knowledge makes or advances any claim knowing it to be false. fraudulent or dishonest in any respect, then this Policy and any Rider will be void and any payments due to You or made by You will be forfeited.
- 7.6. 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:
 - 7.6.1. If the **Insured**'s actual age is higher than Age stated in the Application, then the accumulated difference between the Mortality Charges applied and applicable to the actual age will be paid to Us from the Date of Commencement with interest at such rate and in such manner as We charge for the late payment of Regular Premium. The difference so paid will not be used to buy Units. If such difference and interest is not paid within 30 days of it being requested, We are hereby authorised to recover the same by the cancellation of Units.

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- 7.6.2. If the Insured's actual age is lower than Age stated in the Application, the Mortality Charges shall be altered corresponding to the actual age from the Date of Commencement and We may, at Our discretion, refund without interest the accumulated difference between the corrected Mortality Charges and the original Mortality Charges.
- 7.6.3. If the Insured's actual age is such that it would have made him ineligible for this Policy, then We may at Our option cancel the Policy and refund the Total Fund Value after deduction of discontinuance charges specified in the Schedule.

7.7. Claims Procedure

- 7.7.1. It is a condition precedent to Our liability under this Policy that We have received all of the following information and documentation and any other information or documentation We request, including but not limited to:
 - The original Policy document.
 - Our claim forms duly completed.
 - The official death certificate issued by a competent governmental authority.
 - First Information Report, police inquest report and a post-mortem report if death is due to any unnatural cause.
 - Proof of title to the Policy where applicable
 - Nominee/legal heir identification and address proof.
- 7.7.2. We will not be obliged to make any payment of the Maturity Benefit unless and until We have received all of the information and documentation We request, including but not limited to
 - The Policy document
 - The discharge voucher as prescribed by Us

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

- 7.9. Policyholder's Rights; To exercise Your rights or options, under this Policy, You should follow the procedures stated in this Policy. If You want to request a change in payment mode, pay Top-Up Premium, 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 or from Our local office.
- 7.10. Travel, Residence and Occupation: This Policy does not impose any restrictions as to travel, residence or occupation, except as otherwise provided in any special provisions to this Policy or notified by local governments for travel advisory risks.
- 7.11. Governing Law & Jurisdiction: The terms and conditions of the Policy shall be governed by and be interpreted in accordance with Indian law and all disputes or differences arising under or in relation to the Policy shall be subject to the sole and exclusive jurisdiction of the courts situated in Bangalore.

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

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

Grievance Redressal Mechanism

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

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

Email us at India GrievanceCell@metlife.co.in

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

Visit our website www.metlife.co.in

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

- You can write to Our Grievance Redressal Officer at GRO@metilife.co.in or send a letter to the Registered Office
 "MetLife India Insurance Co Ltd, Brigade Seshmahal,5, Vani Vilas Road, Basavangudi, Bangalore-560004, India"; or
- Visit Our nearest branch to register Your grievance

Please address **Your** queries or complaints to the Customer Services Department, and **Your** grievances to the Grievance Redressal Officer, who are authorized to review **Your** queries or complaints or grievances and address the same. Please note that only an officer duly authorized by **Us** has the authority to resolve **Your** complaints and grievances. **We** shall in no way be responsible, or liable, or bound by, any replies or communications or undertakings, given by or received from, any financial advisor or any employee who was involved in selling **You** this **Policy**.

7.14. In case You are not satisfied with the decision of the above office, or have not received any response within 10 days, You may contact the following official of the Insurance Regulatory and Development Authority for resolution:

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

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

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

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

7.16. As per provision 13(3)of the Redress of Public Grievances Rules 1998, the complaint to the

Ombudsman can be made:

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

7.17. Section 45 of the Insurance Act 1938

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

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.

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