MetLife[®]

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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, <u>www.metlife.co.in</u>, Fax: +91-80-4150 6969

Terms & Conditions – Met Monthly Income Plan – 15 Pay

1. Basic Definitions

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

- 1.1. Age means age of the Insured as of his last birthday and is as shown in the Schedule.
- 1.2. Annualized Premium means one full year's Regular Premium.
- 1.3. **Application** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Policy**.
- 1.4. **Appointee** means the person **You** have named to receive payment under this **Policy**, if the **Nominee** is a minor at the time payment becomes due under this **Policy**.
- 1.5. **Basic Sum Assured** is the amount of Life Insurance cover which is 180 times the Guaranteed Monthly Regular income chosen by **You** at the outset and is as specified in the **Schedule**. This amount is paid as **Monthly Regular Income** during the **Payout Period**.
- 1.6. Business Day means a working day of Our Registered office.
- 1.7. Cash Surrender Value is the amount, as calculated by Us, that is payable to You upon surrender of the Policy.
- 1.8. Coverage Term is the number of Policy Years for which the Policy continues, starting from the Date of Commencement of the Policy and concluding on the Maturity Date and is as specified in the Schedule.
- 1.9. **Date of Commencement** is the Date, Month, and Year the **Policy** comes into effect and is as specified in the section (1) of the **Schedule**.
- 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 the Schedule.
- 1.11. Date of Maturity means the expiry date of this Policy as shown in the Schedule.
- 1.12. **Death Benefit** means the amount payable under this **Policy** in accordance with clause 2.1 in case of the death of the **Insured**.
- 1.13. Guaranteed Monthly Regular Income is the amount of benefit payable during the Payout Period and is as specified in the Schedule. This is the amount chosen by You at inception and is payable on every Monthly Anniversary Date during the Payout Period, subject to the terms and conditions of this Policy.
- 1.14. Guaranteed Surrender Value refers to the minimum guaranteed amount of Cash Value of the Policy payable in the event that the Policy is surrendered, provided that the Regular Premium of this Policy has been paid for at least three consecutive years. The Guaranteed Surrender Value, when allowable under the Policy, is at least equal to the percentage as set out in Section 3.5 of the total amount of Regular Premiums paid for the Sum

Assured excluding the Annualised Premium for the first Policy year and all extra premiums paid on account of adverse health condition or occupation of the **Insured**, if any, less the Survival Benefits already paid.

- **1.15. Insured** means the insured individual as named in the **Schedule** and on whose death or survival (as applicable) the benefits become payable as set out in the **Schedule**
- 1.16. **Insured Event** is the death of the **Insured**, subject to the exclusionary provisions mentioned under Section 6.4 of this **Policy**.
 - 1.17. Maturity Date means the expiry date of this Policy as shown in the Schedule.
- 1.18. Monthly Anniversary Date is one month from the Date of Commencement of the Policy and every date falling one month thereafter, till the Maturity Date.
 - 1.19. Nominee means the person nominated by You as per the Application (or as may be subsequently notified to Us from time to time) to receive the benefits under the Policy in the event of the death of the Insured before the Date of Maturity.
- 1.20. Payout Period refers to the period commencing from the Monthly Anniversary Date that immediately succeeds the completion of the Premium Payment Term or the date of death of the Insured, whichever is earlier, and concluding on the date of settlement of the last Guaranteed Monthly Regular Income under the Policy, which shall be at the end of 15 years from the date of the first Guaranteed Monthly Regular Income payment.
- 1.21. Policy means this document, any endorsements issued by Us, the Schedule and the Application.
- 1.22. Policy Anniversary Date is one year from the Date of Commencement of the Policy and every date falling one year thereafter, till the Date of Maturity.
- 1.23. **Policy Year** is measured from the **Date of Commencement** of the **Policy** and is a period of twelve consecutive calendar months.
- 1.24. **Premium Payment Term** is the number of Policy Years for which the **Insured** is required to pay the **Annualised Premium** and is as specified in the **Schedule.**
- 1.25. **Regular Premium** is the regular payments to be made by **You**, to keep the **Policy** in force, in accordance with the frequency of payment chosen by **You** and is as specified in the **Schedule**.
- 1.26. Schedule means the Schedule We issue along with any annexure,, tables or endorsements attached to it from time to time
- 1.27. Survival Benefit means the amount payable under this Policy in accordance with clause 2.2
- 1.28. "We", "us", "our" and "Company" refers to MetLife India Insurance Company Limited.
- 1.29. "You" and "Your" refers to the Policyholder as named in the Schedule

2.0 Policy Benefits

Met Monthly Income Plan –15 Pay is the name of the product of the **Company.** It is a traditional endowment life insurance plan and is participating in nature. The **Policy** provides for participation in the distribution of surplus or profits that may be declared by the **Company.**

Coverage Term, Premium Payment Term & Payout Period

The following are the Coverage Term options available under this Policy and the corresponding Premium Payment

Coverage Term	Premium Payment Term	Payout Period
30 years	15 years	15 years

2.1 Death Benefit

- 2.1.1 Upon the death of the **Insured** and provided that the **Policy** is in full force and effect, **We** shall pay, subject to the Policy terms and conditions and prevailing laws, **You** or **Your Nominee** the following Death Benefit:
- a. If the Death of the Insured occurs during the Premium Payment Term : 45 times the chosen Monthly Income under the Policy plus all the Simple Reversionary Bonuses accrued till then will be paid immediately on death, provided that the claim has been admitted for payment by the Company. The Policy continues after the death of the Insured and the Guaranteed Monthly Regular Income chosen at inception will commence from the first Monthly Anniversary falling immediately after the date of the death and continue to be paid to the Nominee for the next 15 years. At the end of 15 years from the date of the first Guaranteed Monthly Regular Income payment, the Policy ceases with payment of last installment of Guaranteed Monthly Regular Income and Terminal Bonus (as mentioned in Section 2.3.1 (ii)), if any. However the Policy shall not be eligible to participate in the Simple Reversionary Bonuses declared by the Company, after the date of death of the Insured. Payment of Regular Premiums shall cease immediately on death of the Insured during the Premium Payment Term.
- b. If the Death of the Insured occurs after the Premium Payment Term : 45 times the Guaranteed Monthly Regular Income plus all the Simple Reversionary Bonuses accrued till then will be paid immediately on death, provided that the claim has been admitted for payment by Us. The Policy continues after the death of the Insured and the balance of the Guaranteed Monthly Regular Income chosen at inception will continue to be paid to the Nominee, till maturity. On the Date of Maturity, the Nominee will receive the Terminal Bonus declared, (if any), along with the final installment of Guaranteed Monthly Regular Income The maximum period of payment of the Guaranteed Monthly Regular Income is 15 years.
- 2.1.2 In case of death of the **Nominee** during these **Guaranteed Monthly Regular Income** payments period, the same will be made to the legal heir's of the **Policyholder**.

2.2 Survival Benefits

- 2.2.1 Subject to the **Policy** being in force for full the Sum Assured and upon the end of the **Premium Payment Term**, a **Guaranteed Monthly Regular Income** as opted by **You** at inception, will be payable on every **Monthly Anniversary** during the **Payout Period**. The **Guaranteed Monthly Regular Income** payments shall commence from the **Monthly Anniversary Date** that immediately succeeds the completion of the **Premium Payment Term**.
- 2.2.2 The **Guaranteed Monthly Regular Income** payments would cease upon payment of the **Maturity Benefit**. This survival benefit (**Guaranteed Monthly Regular Income**) will be proportionately reduced in case of Reduced Paid-Up policies as defined in Section 3.4.1 (i)

2.3 Bonus

2.3.1 The bonuses are not guaranteed and they are based on the actual experience of the Company. There

i) Simple Reversionary Bonus

- a. Subject to the **Policy** being in force (other than as a Reduced Paid-up Insurance under Section 3.4.1 (1)), **You** or the **Nominee** (as applicable) will be eligible for Simple Reversionary Bonus. At the end of each financial year the **Company** may declare a rate of Simple Reversionary Bonus expressed as a percentage of the **Basic Sum Assured**. Simple Reversionary bonus, once declared, shall vest in the **Policy** and will be credited on each **Policy** anniversary occurring immediately after the declaration of bonus provided all the premiums have been paid. The first bonus will be credited to the Policy at the end of the third **Policy Year**, subject to the Policy being in force. The Simple Reversionary Bonus shall be paid along with either of the Death, Surrender or Maturity Benefit, whichever applicable
- b. Simple Reversionary Bonus is declared by the **Company** based on the **Company's** experience and is not guaranteed. The Simple Reversionary Bonus will not accrue for policies after settlement of death claim.
- ii) Terminal Bonus
- a. Depending on the experience of the Company, the Company may also declare a Terminal Bonus at the time of maturity of the Policy or at the time of the payment of the last Guaranteed Monthly Regular Income (applicable only in case of a death claim during the Premium Payment Term).
- The Terminal Bonus will be expressed as a percentage of the accrued Simple Reversionary Bonus.
 The Terminal Bonus is payable only on the Maturity Date or at the time of payment of the last
 Monthly Guaranteed Regular Income payment, as applicable, and the same is not guaranteed.

2.4 Maturity Benefits

- 2.4.1 Subject to the **Policy** being in force and upon the **Insured** surviving to the **Maturity Date**, the Maturity Benefit payable shall be equal to the total of the Simple Reversionary Bonus and Terminal Bonus as provided in Section 2.3.1 (ii)
- 2.4.2The Maturity Benefit is payable on the **Maturity Date** set out in the **Schedule**. All benefits payable under the Policy shall cease upon the payment of the Maturity Benefit.

2.5 Policy Loan

2.5.1 Loan is not available under this Plan

3.0 Premium Provisions

3.1 Regular Premium

- 3.1.1 You must pay the amount of **Regular Premium** on or before its due date. 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 to be paid by **You.**
- 3.1.2 You may only change the frequency of premium payment with Our prior written approval, and such approval if given will only be effective from the following Policy Year after payment of applicable Miscellaneous Charges
- 3.1.3 All amounts payable to Us or by Us shall be paid in Indian Rupees (INR) 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 **Regular Premium** due on the premium due date, then **We** will allow a grace period of 30 days (15 days if **Regular Premium** is due monthly)
- 3.2.2 During the grace period, the **Policy** shall continue to be in force for the **Insured Event**.
- 3.2.3 If the **Regular Premium** is not paid within the grace period, the **Policy** shall lapse and have no further value except as may be provided under Reduced Paid Up Insurance, as set out in Section 3.4.

3.3 Reinstatement

- 3.3.1 When the **Regular Premium** is not paid within the grace period, the **Policy** shall lapse. **You** may, however, reinstate the **Policy** while the **Insured** is alive if **You**:
- 3.3.2 Request in writing for reinstatement within three (3) years from the date of the **Policy** being lapsed
- 3.3.3 Provide satisfactory evidence of insurability to **Us** and fill all such requirements which may be reasonably prescribed by **Us**.
- 3.3.4 Pay all due **Regular Premiums** till the date of reinstatement along with applicable charges (if any) and compound interest at the rate prescribed by the **Company** at the time of such reinstatement.
- 3.3.5 On fulfillment of any other reinstatement requirement as specified by the **Company** from time to time.

3.4 Non-Forfeiture options upon Non-Payment of Regular Premiums

- 3.4.1 If all **Regular Premiums** have been paid for at least three (3) full Policy Years and any subsequent premium is not duly paid, **You** shall have the following options:
 - i) Convert the **Policy** to a Reduced Paid up Insurance

If the **Regular Premiums** for at least three full years have been paid and no further due premiums are paid, then the **Policy** will be eligible for a non-forfeiture benefit. The **Policy** will be converted into a Reduced Paid Up **Policy** ("Reduced Paid-up Insurance") from the date of first unpaid premium. The amount of the Reduced Paid-up Insurance shall be determined by multiplying the **Basic Sum Assured** with the ratio of the number of **Regular Premiums** paid to the total number of **Regular Premiums** payable during the **Premium Payment Term**. The revised **Guaranteed Monthly Regular Income** payments will then become the Reduced Paid Up Value divided by 180 and the same will be payable as Survival Benefit. In case of death of the **Insured** an additional payment of 45 times of the revised **Guaranteed Monthly Regular Income** will be paid together with the accrued Simple Reversionary Bonus. If the revised **Guaranteed Monthly Regular Income** is less than Rs. 500, then the Survival Benefit will be paid on a yearly basis. The Reduced Paid-up Insurance is not eligible for any future Simple Reversionary Bonuses and Terminal Bonus.

i.e.,

Reduced Paid-Up Value = Sum Assured X No of Annual **Regular Premium** Paid / No of Annual **Regular Premiums** payable

The revised Guaranteed Monthly Regular Income is = Reduced Paid-Up Value / 180

In the event of the **Policy** being converted into a Reduced Paid-up Insurance, the Death benefit and Survival Benefit shall stand revised as follows:

- a) Death Benefit: In case of death after the Policy has been converted into a Reduced Paid-up Insurance, 45 times the revised **Guaranteed Monthly Regular Income** plus Accrued Bonus, if any, is payable immediately. In addition, the regular payments will also be payable as below.
- i) If revised Guaranteed Monthly Regular Income >= Rs.500, the regular payments (i.e., revised Guaranteed Monthly Regular Income) will be made monthly for the next 15 years, the first payment starting from the monthly anniversary following the date of death.
- ii) If revised Guaranteed Monthly Regular Income < Rs. 500, the regular payments (i.e., revised Guaranteed Monthly Regular Income x 12) will be made annually for the next 15 years, the first payment starting from the first Policy Anniversary following the date of death.
- b) Survival Benefit during Reduced Paid-Up status: If the Policyholder survives till the end of Premium Payment Term (PPT) and thereafter, the procedure followed will be as below:
- iii) If revised Guaranteed Monthly Regular Income >= Rs.500, the regular payments (i.e., revised Guaranteed Monthly Regular Income) will be made monthly for the next 15 years, the first payment starting from the monthly anniversary following the completion of Premium Payment Term.
- iv) If revised Guaranteed Monthly Regular Income < Rs. 500, the regular payments (i.e., revised Guaranteed Monthly Regular Income x 12) will be made annually for the next 15 years, the first payment starting from the first policy anniversary following the completion of Premium Payment Term.
- Or

ii) <u>Surrender the Policy</u>

If the **Regular Premiums** for at least three full years have been paid, the **Policy** acquires a Surrender Value as set out in Section 3.5. Instead of continuing with the **Policy** the same may be surrendered for its Surrender Value. Upon payment of the Surrender Value, the **Policy** terminates and all other benefits payable by the **Company** under the **Policy** shall cease.

3.5 Surrender Value

3.5.1 The Policy acquires a Surrender Value provided:

- a) The **Policy** has been in full force for at least three full years, and
- b) All Regular Premiums up to the third Policy Anniversary have been paid in full.

3.5.2 Guaranteed Surrender Value:

3.5.2.1 Guaranteed Surrender Value is equal to 30% of the Regular Premiums paid excluding the first year Annualised Premium and any extra premiums paid on account of adverse health condition or occupation of the Insured, if any, less the Survival Benefits already paid.

3.5.2.2 The Guaranteed Surrender Value payable will be subject to any statutory or any other

restrictions/requirements as may be applicable.

3.5.3 Cash Surrender Value

- 3.5.3.1 The **Policy** may acquire a **Cash Surrender Value** which shall, at no point of time, be lesser than the Guaranteed Surrender Value. The **Cash Surrender Value** will depend on the Paid- Up Value as defined in Section 3.4(i) suitably reduced by the Survival benefits already paid and the surrender value factor.
- 3.5.3.2 The **Cash Surrender Value** will be quoted only on receipt of a surrender request and the surrender value factor depends on the then prevailing market conditions and is not guaranteed. The Company can change the surrender value factors at any time during the term of the **Policy**, at its discretion.

4 Ownership Provisions

4.1 The Policyholder

You are the Policyholder and beneficiary of this **Policy** as shown on the **Schedule** until changed. Only **You** can, during the **Insured's** lifetime, exercise all rights, privileges and options provided under this **Policy** subject to any assignee's rights.

4.2 Nomination & Assignment

- 4.2.1 If You are also the Insured under this Policy, then at any time before the Date of Maturity You may nominate an individual or change any existing nomination by giving Us prior written notice. No nomination or change in Nominee will be effective before it is registered in Our records and We have sent an endorsement confirming the identity of the Nominee.
- 4.2.2 If no nomination has been made or all **Nominee(s)** die before payment becomes due under the **Policy**, then **Our** payment to **You** or **Your** legal heirs or **Your** legal representatives will be a final and valid discharge of **Our** obligations under the **Policy**.
- 4.2.3 If the **Nominee** is a minor at the time payment becomes due under the **Policy**, then **We** shall make payment to the **Appointee**, **You** named in the **Application**.
- 4.2.4 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, a copy of the **Policy** document and **We** have sent an endorsement confirming that the assignment has been recorded.
- 4.2.5 In registering an assignment or nomination, **We** do not accept any responsibility or express any opinion as to its validity or legality.

5 Termination of Policy

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

- The Date on which the **Policy** is surrendered.
- At the expiry of three years from the date of lapsation, when the **Policy** has not been reinstated and provided the said **Policy** has not acquired any value under Section 3.4.1.
- On the Company's payment of the Maturity Benefit on the Maturity Date of the Policy or the payment of the last Guaranteed Monthly Regular Income payment (in case of a death claim during the Premium Payment Term).

6 General Provisions

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- 6.1 Free Look Period: You have a period of 15 days from the date of receipt of the Policy to review the terms and conditions of this Policy. If you have any objections to the terms and conditions, You have the right to cancel the Policy by giving written notice to Us stating the reasons for Your objection and You will be entitled to a refund of the Regular Premiums paid subject to a deduction of proportionate risk premium for the period of cover in addition to the expenses incurred on medical examination (if any) and the stamp charges. Such notice must be signed by You and received directly by Us within 15 days after You or Your designated agent receive the Policy
- 6.2 Grace period: If You fail to pay Regular Premium due on the due date, then We will allow a grace period of 30 days (15 days if Regular Premium is due monthly). The Policy will remain in force during the Grace Period. If any Regular Premium remains unpaid at the end of its Grace Period, the Policy shall lapse from the due date of the first unpaid Regular Premium.
- 6.3 **Taxation:** The tax benefits on the Policy shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under this Policy, We will deduct or charge or recover taxes including service tax and other levies as applicable at such rates as notified by the Government or such other body authorized by the Government from time to time.
- 6.4 Suicide: In the event the Insured commits suicide, whether sane or insane at that time, within one year from the Date of Commencement of insurance cover or the date of issue of the Policy (as set out in the Schedule) or the date of the last reinstatement, whichever is later, the insurance cover shall be void and we shall not be liable to pay any of the benefits provided under the Policy, including but not limited to the Basic Sum Assured. However, the Regular Premiums paid shall be refunded without interest, less the expenses incurred on medical examination (if any) and stamp charges.
- 6.5 **Currency & place of payment:** All amounts payable either to or by **Us** will be paid in the currency shown in the **Schedule**. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank in the country in which the currency of this **Policy** is denominated
- 6.6 Disclosure: This Policy has been issued 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. In the event 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 cancellation of the Policy and forfeiture of the Regular Premium(s) 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** will be void and any payments due to **You** or made by **You** will be forfeited.

- 6.7 **Proof of Age**: Subject to Section 45 of the Insurance Act 1938, if the actual age of the **Insured** differs from the **Age** stated in the **Application** then:
 - 6.7.1 If the actual age proves to be higher than what is stated in the **Application**, the **Basic Sum Assured** would be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated;
 - 6.7.2 If the actual age proves to be lower than what is stated in the **Application**, the premium paid in excess will be refunded to the Policyholder without interest or may be adjusted towards future premium. The **Policy** will continue to be in force as per the terms specified therein
 - 6.7.3 If the **Insured**'s actual age is such that it would have made him/ her ineligible for the insurance cover stated in the **Policy**, the Company reserves the right at its sole discretion to take such action as may be deemed appropriate including cancellation of the **Policy** and forfeiture of Premium(s) received.

6.8 Claims Procedure

- 6.8.1 We will not be obliged to make any payment of **Death Benefit** unless and until We have received all of the information and documentation We request, including but not limited to
 - The Original **Policy** document.
 - The Claim forms as prescribed by **Us**.
 - The official death certificate issued by a competent governmental authority.
 - Written intimation of death by the Policyholder, **Nominee**, Appointee or legal heir.
 - First Information Report, Police inquest report and a post-mortem report where the death is due to an unnatural cause.
 - Proof of title to the **Policy** where applicable
 - Nominee/legal heir Identification and Address proof as per regulatory requirement.
- 6.8.2 We will not be obliged to make any payment of the Maturity Benefit unless and until We have received all of the information and documentation We request, including but not limited to
 - The **Policy** document
 - The claim forms as prescribed by Us
 - The discharge voucher as prescribed by Us
- 6.9 Loss of the Policy document: If the Policy is lost or destroyed, You may make a written request for a duplicate Policy which We will issue duly endorsed to show that it is in place of the original document, as long as You first pay Us 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.
- 6.10 **Policyholder's Rights**; To exercise **Your** rights, under this **Policy**, **You** should follow the procedures stated in this **Policy**. If **You** want to request a change in payment mode, change in **Nominee**, change an address or any other action by **Us**, **You** should do so only on the forms prescribed for each purpose. These forms are available from the **Your** Financial Advisor or from **Our** local office.
- 6.11**Travel, Residence and Occupation**: This **Policy** does not impose any restrictions as to travel, residence or occupation.
- 6.12Changes to Terms and Conditions: We may, in Our sole and absolute discretion change the Policy terms and conditions for the Funds with the prior approval of the Insurance Regulatory Development Authority. We will tell You of any changes to the terms and conditions within four weeks of the change taking place. If You object to the changes You must let Us know within a further 4 weeks or You will be deemed to have accepted the change. If You give notice of Your objection within 4 weeks the Policy will be surrendered and the Policy terminated.
- 6.13**Governing Law & Jurisdiction**: The terms and conditions of the **Policy** shall be governed by and be subject to Indian law and be subject to the sole and exclusive jurisdiction of the courts situated in Bangalore.
- 6.14Address 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.

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

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

Toll Free Help line: 1-800-425-6969 (8am –8pm) Phone: +91 80 2650 2244 Fax +91 80 41506969 Email: <u>indiaservice@metlife.com</u> Web: www.metlife.co.in

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**.

6.16In 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. Phone: +91-40- 6682 0964/6678 9768 (Ext –251) E-mail: <u>lifecomplaints@irda.gov.in</u>

- 6.17In 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:
 - 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

6.18As 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.

6.19 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,

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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.