

## **Policy Document**

PNB MetLife India Insurance Company Limited ("the Company") has entered into this contract of insurance (the "Group Policy") on the basis of the Application for group life insurance (the "Application"), any declaration that may be required from the Employee and/or the Employer (the "Declaration") and the first Premium (as defined hereinafter) received from the Employer, for effecting a group life insurance contract on the lives of the Insured Members named in the Group Policy Schedule.

This Group Policy is subject to the terms and conditions stated herein, the Final Quote, the Group Policy Schedule, attached Riders and Addendums.

The Company agrees to pay the benefits stated in this Group Policy, subject to the terms and conditions stated herein, while this Group Policy is in force and effect, to the lawfully entitled person.

The effective date and number of this Group Policy are as set out in the Group Policy Schedule.



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# Terms & Conditions of Met Complete Care (UIN: 117N0----) Group Policy

## 1.0 Definitions

1.1	"Annual Renewal Date"	:	The date on which the Group Policy is due for renewal as stated in the Group Policy Schedule.
1.2	"Accelerated Benefit Option" or "ABO"		The benefit payable when an Insured Member is diagnosed with Terminal Illness
1.3	Beneficiary		The person named in the Member Data to receive the benefits under the Group Policy on the occurrence of the Insured Event in respect of the Insured Member.
1.4	"Effective Date of Coverage"	:	The date of commencement of risk under this Group Policy for an Insured Member as specified in the Member Data.
1.5	"Effective Date of Group Policy"	:	The date specified in the Group Policy Schedule on which the Group Policy becomes effective.
1.6	"Eligible Member"	:	A person who meets and continues to meet all the eligibility criteria specified in the Group Policy Schedule and any further criteria specified in the Group Policy Schedule
1.7	"Sum Assured"	:	The amount that the Company promises to pay on the occurrence of the Insured Event covered under this Group Policy.
1.8	"Free Cover Limit"	:	The maximum amount of Sum Assured as stated in the Group Policy Schedule that can be accepted on the life of an Insured Member on a non-individually underwritten basis.
1.9	"Employer"	:	The entity named in the Group Policy Schedule.
1.10	"Individual Underwriting"	:	The process of identifying and classifying the potential degree of mortality risk on the life of an individual Insured Member for whom the Sum Assured is in excess of the Free Cover Limit.
1.11	Insured Event	:	The death of an Insured Member.
1.12	"Insured Member "	:	An Eligible Member who is covered under the Group Policy.
1.13	"Member Data"	:	The list of Insured Members and all details and information pertaining to those Insured Members
1.14	"Premium"	:	The payment or one of the regular periodic payments that Group Policyholder pays or agrees to pay to the Company for effecting or continuing the coverage.
1.15	"Premium Due Date"	:	the date on which the Premium becomes payable as stated in the Group Policy Schedule,
1.16	"Rider"	:	A "Rider" forms a part of Base Policy and provides for additional coverage as stated in the Group Policy Schedule on payment of additional Premium. The terms and conditions of Rider benefit are annexed to the Group Policy.
1.17	Terminal Illness		Advanced or rapidly progressing incurable illness in the opinion of an attending consultant and the Company's chief medical officer, due to which the life expectancy is no greater than six months. AIDS is specifically excluded and not considered a terminal illness for the purpose of this Group Policy.



**1.18** "Total Sum Assured"

: The total sum assured of this Group Policy as specified in the Group Policy Schedule.

# 2.0 Commencement of Coverage

- **2.1** For Eligible Members whose total sum assured under all Group Policies with the Company is less than or equal to the Free Cover Limit, the insurance coverage under this Group Policy shall commence on the Effective Date of Coverage.
- For an Eligible Member whose total sum assured under all Group Policies with the Company is greater than the Free Cover Limit, insurance coverage up to the Free Cover Limit shall commence on the later of the Effective Date of Coverage or the date of acceptance by the Company of evidence of satisfaction of simple tests of insurability. Eligibility of the Eligible Member for receiving coverage for the Sum Assured above Free Cover Limit shall be determined after completion of the Individual Underwriting process as per the internal guidelines of the Company and coverage for the amount in excess of Free Cover Limit shall commence only from the date of written acceptance by the Company.
- If the Individual Underwriting process cannot be completed due to the Insured Member's inability to complete the process within the time period specified by the Company, or the Company declines coverage for the Sum Assured above the Free Cover Limit based on the results of the Individual Underwriting process, the Sum Assured of such Insured Member shall be restricted to the Free Cover Limit. If the Group Policy Schedule specifies that the Employer may offer insurance coverage under this Group Policy to spouses of the Employees subject to the minimum participation requirements specified the Company from time to time then spouses of the Employees may be provided insurance coverage as Insured Members provided that such spouses fulfil the eligibility criteria specified in the Group Policy Schedule as well as additional terms and conditions specified by the Company from time to time.

# 3.0 Increase or Decrease in Coverage

- **3.1** Subject to the Company agreeing to the same, the Employer may increase or decrease benefits for the Insured Members.
- The Insured Member is eligible for increase or decrease in Sum Assured during the term of the Group Policy either due to change in the class or grade of the Insured Member, or an increase or decrease in salary of the Insured Member, or both. The Company and the Group Policyholder can mutually agree on such other rules for the purpose increasing or decreasing the Sum Assured to the Insured Member and which rules will be set out in the Group Policy Schedule. Any such increase shall take effect subject to Articles 3.2, 3.3 and 3.4.
- **3.3** For an Insured Member, whose total sum assured under all Group Policies with the Company even after an increase in Sum Assured under Article 3.1 is less than the Free Cover Limit, the increased insurance coverage shall take effect on the date the Insured Member becomes eligible for the increased coverage based on the change in his/her employment class or grade, and/or an increase in Salary.
- **3.4** For an Insured Member, whose total sum assured under all Group Policies with the Company after an increase in Sum Assured under Article 3.1 is greater than the Free Cover Limit, the increase in coverage up to the Free Cover Limit shall take effect on the date the Insured Member becomes eligible for the increased coverage based on the change in his/her employment class or grade, and/or an increase in Salary.
- The eligibility of the Insured Member for the portion of the increased Sum Assured in excess of the Free Cover Limit shall be determined after completion of the Individual Underwriting process as per the internal guidelines of the Company, the cost of which shall be borne fully by the Company. The coverage



for the amount in excess of Free Cover Limit shall commence only from the date of written acceptance by the Company.

However, if the Individual Underwriting process cannot be completed due to the Insured Member's inability to complete the process within the time period specified by the Company, or the Company declines coverage for the Sum Assured above Free Cover Limit based on the results of the Individual Underwriting process, the Sum Assured of such Insured Member shall be restricted up to the Free Cover Limit.

#### 4.0 Benefits

**4.1 Insurance Benefit** – On the occurrence of the Insured Event in respect of an Insured Member when the Group Policy is in force the Company will pay the Beneficiary the Sum Assured after deducting any amount already paid under the Accelerated Benefit Option Group Policy Schedule (in the event applicable).

**Accelerated Benefit Option (ABO):** If the Group Policy Schedule specifies that the ABO is in force and an Insured Member is diagnosed with a **Terminal Illness** the Company shall pay the percentage of the Sum Assured specified in the Group Policy Schedule. The inclusion of the Member at the time of next Renewal Date will be decided based on the Board approved underwriting policy.

### Payment to Beneficiaries:

- a) If there are more than one Beneficiaries the Company shall pay each Beneficiary the percentage specified for such Beneficiary in the Group Policy Schedule;
  - b) If a Beneficiary is a minor on the date that payment under this Group Policy becomes due to such beneficiary the Company shall pay the benefit amount to the appointee named in the Member Data.
  - c) If there is no Beneficiary or all the Beneficiaries have pre deceased the Insured Member then the Benefits payable under the Group Policy shall be made to the legal heir or legal representative of that Insured Member.
- **4.3 Notification of a claim -** The Employer shall give written notification to the Company along with following information and documentation within 30 days of occurrence of Insured Event or as soon thereafter as is reasonably possible:
  - Claimant Statement prescribed by the Company.
  - Certified copy of the official death certificate issued by a competent authority acceptable to the Company.
  - Leave records of the Insured Member.
  - Employer's declaration and certificate that that the Insured Member was a member of the Employer's group at the time of the Insured Event.
  - Last attending physician's certificate, in the format provided by the Company, if the Insured Event is due to natural cause.
  - Police inquest report, and post mortem report if the Insured Event is due to an unnatural cause.
  - Certification of the details of the beneficiary (if any).
  - Any additional document(s) as required by the Company.

In the event of there being a delay in intimation of a claim to Us, due to reasons beyond the Employer's/Claimant's control, the Company may condone such delay on merits

- **4.4 Processing of claim** A claim under Group Policy shall be paid or repudiated giving all the relevant reasons, within 30 days from the date of receipt of all required documents and clarifications for the purpose of settlement of the claim. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, which shall be done in no case later than 6 months from the date of receipt of primary documents
- **4.5 Repudiation of claim** If the Company repudiates a claim in whole or in part, the notification of the claim decision shall state the reasons for repudiation of the claim.

#### 5.0 Premiums

- **Premium Rate(s)** The initial Premium Rate(s) are as stated in the Final Quote. For Insured Member/s with coverage above the Free Cover Limit, the final Premium Rate(s) and Premium shall be determined after completion of the Individual Underwriting process for the Insured Member/s, and such final Premium Rate shall be applicable only on the Sum Assured above the Free Cover Limit as stated in the Group Policy Schedule.
- **Payment of Premium** The Employer shall pay the Premium in full by the Premium Due Date and in any event before the expiry of the Grace Period (a period of 15 days if the Premium is payable monthly and a period of 30 days if the Premium is payable in any other mode).

For any new Insured Member covered by this Group Policy, a proportionate Premium shall be charged from the day he/she becomes an Insured Member under this Group Policy, up to the next Annual Renewal Date or the next Premium Due date whichever occurs first.

Insurance Coverage shall not be extended to new joinees of the Group Policy unless money is held in a deposit account to cover the premiums due with respect to them.

- **Grace Period** –If the Premium is not received in full at the expiry of the Grace Period the Group Policy shall automatically lapse and no amount shall be payable on the occurrence of the Insured Event or otherwise.
- **Reinstatement**: The Group Policy may be reinstated within 60 days from the date of lapse or the next renewal date, whichever is earlier provided that the Employer gives written notice for reinstatement along with the due premium in full.

#### 6.0 Group Policy Renewal

- **6.1** This Group Policy shall be renewed on mutually agreed terms, on the Annual Renewal Date as stated in the Group Policy Schedule.
- **6.2** The Company shall provide all requisite information in order to facilitate the renewal pricing of the Group Policy
  - The Company has the right to change the Premium Rate/s of this Group Policy at the time of renewal. The Company will inform the Employer of the revised Premium Rate/s no later than 15 days prior to Annual Renewal Date. The Premium determined using the revised Premium Rate/s is the "Renewal Premium".
- **6.3** The Company has the right to change the Free Cover Limit at the time of renewal. The Company will inform the Employer of the revised Free Cover Limit



along with the quotation for Renewal Premium.

- **6.4** If the Employer decides to renew the Group Policy with the Company, the Employer shall communicate the decision to the Company in Writing before the Annual Renewal Date.
- **6.5** The Employer shall make the payment towards Renewal Premium on the Annual Renewal Date
- **6.6** If, the Employer fails to make the Renewal Premium payment on the Annual Renewal Date, all coverage under this Group Policy shall be deemed to have been terminated on the day before Annual Renewal Date.

Insurance Coverage shall be extended to new joinees of the Group Policy provided adequate deposit is maintained to cover the risk premium.

# 7.0 New Members Addition

7.1 Any Eligible Member that becomes a member of the Employer's group after the Effective Date of the Group Policy or the Annual Renewal Date shall become an Insured Member only after due intimation to the Company and submission of all information and details in the form and manner specified by the Company provided that coverage of the Insured Member shall commence in accordance with the provisions of Article 2.

## 8.0 Termination of Coverage

- 8.1 Coverage under this Group Policy for all Insured Members shall terminate on the occurrence of the earliest of the following:
  - a. Expiration as a result of non-payment of Premium due or renewal premiums within the Grace period / Annual Renewal Date.
  - b. The risk cover being not renewed within 60 days from the date of lapse or the date of renewal of Scheme whichever is earlier.
  - c. Termination of the Group Policy by the Employer. The Employer may terminate this Group Policy by giving a minimum of 30 days written notice to the Company. In case the Group Policy is terminated by the Employer, 100% of the unexpired premium shall be refunded to Employer.
  - d. Provided however that in the event of the Group Policy being terminated by the Group, the Insured Member will have the option to continue the risk cover on an individual basis till the expiry of the coverage.

# 8.2 Coverage of an Insured Member shall terminate automatically on the occurrence of earliest of the following :

- a. Death of the Insured Member; or or upon settlement of ABO claim
- b. The date the Insured Member attains the lesser of age 81 or the date specified in the Group Policy Schedule.
- c. The date the Insured Member ceases to be an Eligible Member or voluntarily withdraws from the membership.

Any termination of coverage in accordance with this section shall be without prejudice to any claim originating prior to the effective date of such termination. In case the Insured Member exits the Group Policy by way ceasing to be an Eligible Member of the Employer or voluntarily withdraws from the membership, 100% of the unexpired premium shall be refunded to the Employer.

## 9.0 Exclusion

- 9.1 If an Insured Member commits suicide, whether sane or not at the time, within one year from the Effective Date of Coverage or the date of the scheme, whichever is later, then the liability of the Company shall be limited to a refund of the Premium(s) received, without interest, less any expenses incurred by the Company. Expenses included would be stamp duty charges and medical examination fee applicable to such Insured Member.
  - Suicide clause will be applicable only on Member joining the group scheme for the first time.
- **9.2** The suicide claim provisions will not be applicable only in case of the following cases:
  - 1. If the group enrolled for this product is shifting from another Life Insurer, the suicide exclusion clause will not apply:
  - 2. Where the group has enrolled for this product for the first time, the suicide exclusion clause will not apply provided the group has a compulsory participation of all employees.

#### 10.0 General Provisions

- **10.1 Interpretation** In this Group Policy, where the context so admits, the masculine shall include the feminine, the singular shall include the plural.
- **10.2 Admissibility -** An Eligible Members shall be admitted as a Member of this Group Policy from the Effective Date of the Group Policy.
- **10.3 Future membership** All future Eligible Members of the Employer shall become Members when they fulfil the eligibility criteria specified in the Group Policy Schedule.
- **10.4 Evidence of Insurability** The Company shall require the Evidence of Insurability for providing the Group Life Cover to the Members covered under this Group Policy. Such Evidence of Insurability shall include, but not limited to Actively At Work Clause and such other provisions as mentioned in the copy of Final Quote accepted by the Employer.
- 10.5 Providing the Data, other requirements for administration and settlement of claims The Employer shall furnish the Company with all particulars relevant to the Group Policy and to the operation of this Group Policy and the particulars so furnished may be accepted by the Company as conclusive. The Employer shall also furnish the relevant particulars to the Company upon an Insured Member or a Beneficiary becoming entitled to receive the benefits under the Group Policy, and the Company shall pay the appropriate benefits. Proof of existence and identity of the Insured Member or the Beneficiary, as the case may be shall be furnished to the Company before the payment of benefit is made.



**10.6 Modifications to the Group Policy** - The Company may change these terms and conditions or the benefits conferred by this Group Policy if there is a change in law, legislation or taxation affecting the Company or the Group Policy, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these terms and conditions. Changes will be made with the prior approval of the IRDA.

The Company will send the Employer notice of any changes to these terms and conditions or benefits within three months from the date of effecting the change with the prior approval of the IRDA.

If the Employer does not agree with the change and does not give the Company written notice of its disagreement within three months of the Company's notice of the change, the Employer shall be deemed to have accepted the change. If the Company receives notice of the Employer's objection within three months of the Company's notice of the change, the Employer may surrender the Group Policy.

- **Non-assignment of benefits -** The benefits payable hereunder are strictly personal and cannot be assigned, charged or alienated in any way by the Members or the Beneficiaries.
- **10.9 Availability of Loans -** The Employer or Insured Members shall not be granted any loan under this Group Policy.
- 10.10 Free look provision The Employer may cancel the Group Policy by giving the Company a written notice within 15 days of receiving the Group Policy (within 30 days in case of solicitation over distance mode), stating the reasons for its objection and the Company shall refund the premium received after deducting stamp duty charges and expenses towards medical examination. All rights of the Group Policyholder under this Scheme shall immediately stand extinguished at the cancellation of the Scheme.

If the Premium is paid entirely by the Insured Member then the Insured Member may cancel its coverage under the Group Policy by giving the Company a written notice within 15 days of receiving confirmation of coverage stating the reasons for objection and the Company shall refund the Premium received in respect of such Insured Member after deducting stamp duty charges and expenses towards medical examination of that Insured Member.

#### 10.11 Taxation

Any tax benefits under the Group Policy shall be in accordance with the prevailing laws relating to taxation in India and any amendments thereto from time to time. The Company reserves 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 Group Policy.

- **10.12 Governing Laws and Jurisdiction** The terms and conditions of the Group 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 Group Policy shall be subject to the sole and exclusive jurisdiction of the courts situated in Bangalore.
- 10.13 Section 45 of the Insurance Act, 1938 In accordance with the provisions of Section 45 of the Insurance Act, 1938, no policy of life insurance 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 such statement was material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Employer and that the Employer knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose.

- 10.14 Disclosure This Group Policy has been issued on the Employer's representations that the Employer has made full and accurate disclosures of all material facts and circumstances and has not misrepresented or suppressed any material facts or circumstances. If it comes to the Company's knowledge that the Employer has misrepresented or suppressed any material facts and circumstances the Company shall reserve the right at its sole discretion to take such action, as it deems appropriate including the cancellation of the Group Policy and forfeiture of the Premiums received.
- **10.15 Fraud** If the Employer or Employer or any one acting for or on their behalf or at their direction makes or advances any claims knowing it to be false, fraudulent or dishonest in any respect, then this Group Policy will be void and any payments due to or made by the Employer shall be forfeited.
- **10.16 Address for Communications-** All notices and communications with respect to this Group Policy shall be sent to the Company at following address:

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

10.17 Loss of the Group Policy Document - If the Group Policy is lost or destroyed, the Employer may make a written request for a duplicate Group Policy which the Company will issue duly endorsed to show that it is in place of the original document, provided that the Company receives the fee the Company prescribes for issuing the duplicate policy document. Upon the issue of a duplicate policy document, the original shall cease to have any legal force or effect. The Employer agrees that it shall indemnify and hold the Company free and harmless from and against any claims or demands that may arise under or in relation to the original policy document.

#### 110 Grievance Redressal Mechanism

**11.1** In case of any query or complaint/grievance, the Employer/Insured Member may approach the Company's office at the following address:

PNB MetLife India Insurance Company Ltd.,

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

Toll Free Help line: 1-800-425-6969 (8am -8pm) • Phone: +91 80 2650 2244 • Fax +91 80 41506969

Email: indiaservice@pnbmetlife.co.in • Web: www.pnbmetlife.co.in

Please address such queries or complaints to the Customer Services Department, and grievances to the Grievance Redressal Officer, who are authorized to review the queries or complaints or grievances and address the same. Please note that only an officer duly authorized by the Company has the authority to resolve such complaints and grievances. The Company 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 corporate agent or any employee who was involved in selling this Group Policy.

In case if the Employer/Insured Member is not satisfied with the decision of the above office, or have not received any response within 10 days, they may contact the following official of 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: lifecomplaints@irda.gov.in

- In case the Employer/Insured Member are not satisfied with the decision/resolution of the Company, they may approach the Insurance Ombudsman at the addresses mentioned at the end of this document, if the 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 insurance document
- The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of complainant. 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