Part A

1 Welcome Letter

[Name of the group policyholder] Date: dd-mm-yyyy

[Address]
[Mobile number]
<Policy No><Sourcing Branch>

Dear M/s[x], (Client ID: XXXXXX)

Welcome to the PNB MetLife family! Thank you for choosing PNB MetLife group insurance coverage for the benefit of your members. At PNB MetLife, we value your patronage and are committed to offering you the best services to you and to all the insured members.

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

Please find enclosed the Group Policy Document along with other related information, including a copy of your Proposal form

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

For any queries or concerns you can contact us via the touch points given below, we are always there to help you. For easy reference sourcing details for your policy are mentioned below.

Name	<<Valued Advisor>>	**Channel**	<<XX>>	**Code**	<<XXXXX>>
E-Mail ID	<<valuedadvisor@pnbmetlife.co.in>>			**Mobile / Landline No.**	<<XXXXXX>>

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

Yours Sincerely,
PNB MetLife India Insurance Co. Ltd.

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

In case of any queries / concerns, You can reach Us at:			
Call us at **1800-425-6969** (Toll Free) or **022-4179 0300** (8am -8pm)/ **Fax:022-4023 1225**	**Email** Us at **indiaservice@pnbmetlife.co.in**	**Visit**www.pnbmetlife.com to manage your policy online. **Register online** using your **Customer ID & Policy No**.	**Visit** your nearest **PNB MetLife Office**. Our address details are available on **www.pnbmetlife.com**

Stamp duty of Rs. XXX.XX paid to Government of Maharashtra through consolidated Stamp Duty via Challan No. XXXXXXX

2 Group Policy Preamble

PNB MetLife Group Flexi Term Plus
Group Non-linked Non Participating Pure Risk Premium Life Insurance Plan

This is a contract of group insurance between You and PNB MetLife India Insurance Company Limited. This contract of insurance has been enacted on receipt of the premium deposit and is based on the details in the Proposal form received together with the other information, documentation and declarations received from You for effecting a life insurance contract on the lives of the persons named in the Register of Members.

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

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

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

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

3 Group Policy Schedule

Name of the Plan	**PNB MetLife Group Flexi Term Plus**
Nature of the Plan	Group Non linked Non Participating Pure Risk Premium Life Insurance Plan
UIN	

Proposal number		**Group Policy number**		**Date of issue**		**Issuing office**	

A. Details of the Group Policyholder

Name of the Group Policyholder	

B. Group Policy Details

Plan Option	<XXXX>		
Membership Type	<Compulsory/Voluntary>	Premium paid by	<<GPH/Member>>
Sum Assured	Any One of the below ▪ Level ▪ Increasing/Reducing	Benefit Payout	Any Combination of the Following ▪ Lump Sum ▪ Lump Sum + Monthly Income ▪ Monthly Income
Joint Life	<Yes/No>	Joint Life Option (If Joint Life is Yes)	Any one of the following ▪ Option A ▪ Option B
Waiting Period for Benefit		<<30 Days/Not Applicable>>	

C. Membership Criteria ()

.

D. Sum Assured / Coverage Structure

Minimum Sum Assured: Rs. Maximum Sum Assured: Rs. Terms & Conditions as per the Quote, if any:

PH: Group Policyholder, IM: Insured Member

E. Details of Agent/Corporate Agency/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

F. Policy & Premium Details

Policy Term	<<PT>>	Premium Paying Term	<<PPT>>
Premium Mode	<<Single/Reg>>	Amount of Premium	<<Premium>>
Premium due dates	<<PDD>>	Goods & Ser. Tax	<<GST>>
Renewal Date (If Applicable)	<< >>	Total Amount	<<Total>>

*Premium amount paid by the **Group Policyholder/Insured Member** is inclusive of GST at prevailing rates. Premium amount is subject to change in case of any variance in the present rate of tax or in the event of any new or additional tax/levy being made applicable/ imposed on the premium(s) by the competent authority. In case of any such variance in the present rate of tax or any new or additional tax/levy being imposed, the same shall be borne by the **Group Policyholder.**

Policy Currency: Indian Rupees (INR)

Part B

Definitions applicable to your policy

The words or terms below that appear in this **Group 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. **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Age means the age of the Insured Member as of last birthday.**
3. **Annual Renewal Date** means the date on which the **Group Policy** is due for renewal as stated in the **Group Policy Schedule**.
4. **Appointee** shall mean a person who is appointed by the **Insured Member** to receive the **Sum Assured** for and on behalf of the **Nominee**, if the **Nominee** is a minor on the date of the payment of the **Sum Assured** on the happening of the insured event.
5. **Certificate of Insurance (COI)** means the certificate issued by **Us** to the **Insured Member.**
6. **Critical Illness** means any illness covered under this Group Policy as specifically listed below in Section 10 of **Part F.**
7. **Date of Inception of the Group Policy** means the date as specified in the **Group Policy Schedule**.
8. **Diagnosis / Diagnosed** means the certified diagnosis of a **Terminal Illness** or **Critical Illness** by a **Medical Practitioner**.
9. **Effective Date of Coverage** is same as the **Date of Inception of the Group Policy** for the **Insured Member.**
10. **Eligible Member** means a person who meets and continues to meet all the eligibility criteria specified in the **Group Policy Schedule**.
11. **Free Cover Limit** means insurance coverage provided by Us based on the risk characteristic of the group under all group polices issued to a **Group Policyholder** upon satisfying **Our** eligibility criteria**.**
12. **Grace Period** means the time granted by **Us** from the due date for the payments of **Premium**, without any penalty or late fee, during which time that coverage under the **Group Policy** is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the **Group Policy**. The **Grace Period** for payment of **Premium** is 15 days, where the **Insured Member** pays the **Premium** on a monthly basis and 30 days in all other cases.
13. **Group Policy** means this contract of insurance, as evidenced by the **Group Policy Document**.
14. **Group Policy Document** means this document, any endorsements issued by **Us**, the **Group Policy Schedule**, the Annexures and the **Proposal Form**
15. **Group Policy Schedule** means the policy schedule set out above that **We** have issued, along with any annexures, tables and/or endorsements, attached to it from time to time.
16. **Hazardous Activities** means any sport or activity, which is potentially dangerous to the Life Assured whether he is trained or not. Such sport/activity includes stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, BMX stunt/ obstacle riding, bobsleighing/ using skeletons, bouldering, boxing, canyoning, caving/ pot holing, cave tubing, rock climbing/ trekking/ mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labor, marathon running, martial arts, micro – lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/ parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting or wrestling of any type.
17. **Individual Underwriting** means 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,** in accordance with Our Board approved underwriting policy.
18. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
19. **Insured Member** means an **Eligible Member** who is named as a person insured in the **Group Policy Schedule**.

20. **IRDAI** means the Insurance Regulatory and Development Authority of India.
21. **Lapse** means a condition wherein the due Premiums have not been paid in full, as required under the Policy terms and conditions, thereby rendering this Policy unenforceable. No benefits will be paid when the Policy is in Lapse status.
22. **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The Medical Practitioner should neither be the insured person(s) himself nor related to the insured person(s) by blood or marriage.
23. **Member Data** means the list of **Insured Members** and all details and information pertaining to those **Insured Members**.
24. **Nominee** means the person(s) named in the **Register of Members**/**Certificate of Insurance** to receive the benefits under the **Group Policy** in respect of the **Insured Member**.
25. **Non - Medical Insurance Limit** means the maximum amount of insurance coverage agreed to be provided to the **Insured Member** who submits a satisfactory Declaration of Good Health with **Us**.
26. **Pre existing Disease** means any condition, ailment, injury or disease:
    a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
    b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
27. **Premium** means the payment of one of the regular periodic payments that **You** pay or agree to pay to **Us** for effecting or continuing the coverage under this **Group Policy** as stated in the **Group Policy Schedule**.
28. **Premium Due Date** means the date on which the **Premium** becomes payable as stated in the **Group Policy Schedule**.
29. **Register of Members** means a register maintained by Us consisting of details of each Insured Member, Joint Life, including but not limited to name, age, sex, salary, Sum Assured, retirement date, the Effective Date of Coverage, beneficiary and any special conditions applicable to an Insured Member.
30. **Revival** means restoration of the coverage of the **Insured Member** under the **Group Policy**, which was discontinued due to the non-payment of **Premium**, with all the benefits mentioned in the **Group Policy Schedule**/**Certificate of Insurance**, upon the receipt of all **Premiums** due and other charges or late fee if any, as per the terms and conditions of the **Group Policy**, upon being satisfied as to the continued insurability of the **Insured Member** on the basis of the information, documents and reports furnished by the **Insured Member**, in accordance with **Our** Board approved underwriting policy.
31. **Sum Assured** means the amount as detailed under Part C to this Group Policy, that **We** promise to pay upon the death or occurrence of the insured event of an **Insured Member** covered under this **Group Policy** in accordance with the Sum Assured Option chosen by the Group Policyholder/Insured Member and as specified in the Register of Members/Certificate of Insurance.
32. **Total Premiums Paid** means the total Premiums received by Us/Company excluding any extra premium, the premiums paid towards the Riders, if any, and applicable tax and cess.
33. **Unexpired Premium Value** means the amount calculated in accordance with **Part D.**
34. **Waiting Period** means the first thirty days from the Risk Commencement Date under the Group Policy or date of reinstatement of cover under the Group Policy in respect of each Insured Member, whichever is earlier.
35. **We**, **Us, Company** or **Our** means PNB MetLife India Insurance Company Limited.
36. **You** or **Your** means the **Group Policyholder/Master Policy Holder** named in the **Group Policy Schedule**.

Part C

1. Policy Features

PNB MetLife Group Flexi Term Plus is a Group Non-linked Non Participating Pure Risk Life Insurance Plan. This **Group Policy** offers benefits as listed below and mutually agreed by the **Group Policyholder** and **Us**. The benefits will be payable subject to the terms and conditions of this **Group Policy**, including the Premium Payment Conditions set out below.

2. Policy Benefits

- **Plan Options:** Any One of the following plan options can be availed on the life of an Insured Member under the Group Policy. The Group Policy Schedule will specify which Plan Option is in force under this Group Policy. The coverage under the Group Policy for the Insured Member shall automatically terminate on payment of the Sum Assured.

  a. **Life Cover - Death Benefit** - On the occurrence of death of the Insured Member during the coverage period, 100% of the Sum Assured shall be payable.
  b. **Extra Life Cover - Death Benefit + Accidental Death Benefit (ADB) -** On occurrence of death of the Insured Member due to an Accident during the coverage period, 200% of the Sum Assured shall be payable. In an event of death of the Insured Member for reasons other than Accident during the coverage period, 100% of the Sum Assured shall be payable.
  c. **Life & Health Cover - Death Benefit + Accelerated Terminal Illness (TI) + Accelerated Critical Illness Benefit (CI) -** On the first occurrence of either Death or Diagnosis of terminal illness or Diagnosis of Critical Illness of the Insured Member, during the coverage period, 100% of the Sum Assured shall be payable.
  d. **Extra Life & Health Cover - Death Benefit + Accelerated Critical Illness Benefit + Accidental Death Benefit -** On occurrence of either Death (reasons other than accident) or Diagnosis of Critical Illness of the Insured Member, whichever occurs first during the coverage period, 100% of the Sum Assured shall be payable. In an event that the death of the Insured Member is caused due to an Accident, 200% of the Sum Assured shall become payable.
  e. **Accidental Cover - Death Benefit + Accidental Death Benefit + Accelerated Accidental Total Permanent Disability Benefit (ATPD) -** On occurrence of either Death (reasons other than accident) or Accidental Total & Permanent Disability of the Insured Member, whichever occurs first during the coverage period, 100% of the Sum Assured shall be payable. In an event that the death of the Insured Member is caused due to an Accident, 200% of the Sum Assured shall become payable.

  The benefits under the Plan Option in force under the Group Policy shall be subject to the additional terms and conditions, and exclusions, as applicable for Terminal Illness, Accidental Total and Permanent Disability, Accidental Death and Critical Illness specified under Part D and Part F to this Group Policy. The benefits payable on death of the Insured Member shall be subject to the suicide exclusion specified under Part D to this Group Policy.

- **Where, Sum Assured** is equal to one of the following
  a. Absolute amount assured chosen at inception in case of Level Cover; Or
  b. Absolute amount assured as on the date of insured event(s) as per the cover schedule in case of increasing or reducing cover where the change of assured amount based on increment / decrement rate is pre-decided at the inception of the coverage based on following formulae

    - Reducing Cover: Sum Assured$_{n+1}$ = "[1 - (X/12) * n]" * Sum Assured at inception *[Where X can be from 5% to 25% per year]*
    - Increasing Cover: Sum Assured $_{n+1}$ = "[1 + (Y/12) * n]" * Sum Assured at inception *[Where Y can be from 5% to 25% per year]*

'n' is the number of months completed since inception. The reduction in sum assured will be monthly basis at simple rate of increment / decrement. The percentage will be fixed at outset and will not change during the term of the cover

- **Life Options:** The cover may be taken for single life or jointly for two lives. The Coverage needs to be chosen at the inception of the policy by the member. Once this option is chosen the member cannot discontinue the coverage of a particular life, unless it is due to the insured event.

  Joint life cover is allowed only for Plan Option Life Cover (Death Benefit) subject to following conditions:

  - The relationship between the Joint Lives can only be that of spouse for Option A as defined below;
  - The relationship between the Joint Lives can only be that of spouse, parents or children for Option B as defined below;
  - In case of Joint life, insurable interest between the lives shall be ensured;
  - Cover will be extended subject to applicable underwriting as per board approved underwriting policy;

  Joint life cover has following two variants and the applicable variant shall be mentioned in the member roster / certificate of insurance:

  Option A: 100% of the **sum assured** is payable on first occurrence of death of either of the lives. This option shall be available only to non-employer-employee groups and non-employer-employee homogeneous groups.

  Option B: 100% of the **sum assured** is payable on occurrence of first death (of any life) as well as 100% of **sum assured** on subsequent or simultaneous death of the second life. On death of any one life prior to the death of the other life, the future premiums will reduce to the premiums corresponding to the surviving life.

  The cover will terminate on payment on benefit as per the option chosen

- **Benefit Payout Options:** The following payout options may be available to the Insured Members under this Group Policy as stated in the Group Policy Schedule. The Benefit Payout Option once chosen at the Inception of the Group Policy cannot be changed at any time during the Group Policy Term.

  a. **Lump Sum:** The Sum Assured shall be payable as lump sum.
  b. **Monthly Income:** The Sum Assured shall be payable in equal monthly installments for 24-120 months (2 – 10 years). The duration shall be as chosen by the Insured Member at inception. The first installment of monthly income will be payable after one month from the date of occurrence of the insured event.
  c. **Lump Sum plus Monthly Income:** 50% of the Sum Assured, shall be payable immediately as lump sum and the remaining 50% shall be payable as equal monthly instalments over the subsequent 24 - 120 months (2 – 10 years). The duration shall be as chosen by the Insured Member at inception. The first instalment of monthly income will be payable after one month from the date of occurrence of insured event.

  The Monthly Income and Lump Sum Plus Monthly Income payout option is not available for coverage offered to jointly Insured Members. The Benefit Payout Option for Joint Life Cover shall always be payable as Lump Sum only.

- **Maturity Benefit:** There is no maturity benefit payable under this Group Policy.

3. Premium Payment Conditions

The Premium(s) may be funded by the Group Policyholder or may be paid for by the Insured Members as per the Group Policy Schedule. The Insured Members are required to remit the required Premium(s) either directly to Us or to the Group Policyholder. When the Group Policyholder funds the Premiums or collects the Premium(s) on the Company's behalf from the Insured Members, the same needs to be remitted to Company within agreed timelines.

4. Grace Period.

Under this **Group Policy**, there is a Grace Period of 15 days (if **Premium** is payable on a monthly mode) and a period of 30 days (if **Premium** is payable in any other mode) for the payment of **Premium.**

Part D

1. Free Look Period

If **Group Policyholder** has any objections to the terms and conditions of this **Group Policy**, the policy may be returned by giving a signed written notice to **Us** within 15 days from the date of receiving the **Group Policy**, stating the reasons for objection. The Group Policyholder will be entitled to a refund of the **Premium** paid, subject to a deduction of proportionate risk premium for the period of cover, stamp duty and/or the expenses incurred on medical examination (if any).

If the **Premium** is paid entirely by the **Insured Member** and the **Insured Member** disagrees with the terms and conditions of the Group Policy, he/she may cancel his/her coverage under the Group Policy by giving **Us** a written notice within 15 days of receiving confirmation of coverage stating the reasons for objection and **We** shall refund the **Premium** received in respect of such **Insured Member** after deducting proportionate risk premium for the period of cover, stamp duty charges and expenses towards medical examination, if any, for that **Insured Member**.

2. Lapse

If the Premium is not received by Us either on the Premium Due Date or before expiry of Grace Period, all benefits under the Group Policy will cease.

3. Voluntary Termination

There is no surrender value payable under this Group Policy.

However, in case of Single Premium policies, where the Insured Member wishes to terminate the risk cover under the group Policy, on such written request, the applicable Unexpired Premium Value as on the date of termination request will be paid to the Insured Member and the risk cover for that particular Insured Member / joint lives immediately terminates.

$$\textit{Unexpired Premium Value} = 50\% \times \frac{\textit{Total Number of Months Remaining to Maturity}}{\textit{Total Number of Months in the coverage tenure}} \times \textit{Total Premiums Paid} \times \frac{\text{SA in-force at the time of voluntary termination}}{\text{SA at the inception of the Coverage}}$$

In case of termination request of the Group Policy by the Group Policyholder, the Insured Member will be permitted to continue insurance coverage to the extent available under the Group Policy.

4. Paid-up Value

Not available under this Group Policy.

5. Revival

If cover under the Group Policy has lapsed due to non-payment of due Premium, provided that the Group Policy has not been terminated, the risk cover under the Group Policy may be revived with the consent of the Company within five (5) years from the date of first unpaid Premium for that Insured Member, subject to the following conditions:

- The application for Revival is made within five (5) years from the due date of the first unpaid Premium for that Insured Member. The application should be submitted before the Maturity Date for that Insured Member;
- The Insured Member through the Group Policyholder furnishes, at his / her own expense, satisfactory evidence of health and continuity of insurability.
- All due Premiums till the date of Revival along with interest at prevailing rate of interest, if any along with applicable taxes are paid in full. The Company may change this interest rate from time to time. Currently, the

Company is charging an interest of 7% p.a. on Revivals using the 10 Year G-Sec rate of 6.31% as at 3rd April 2020.

- The rate of interest is calculated as the 10 Year G-Sec rate as on 1st of April plus 50 basis points, rounded up to the nearest 50 basis points. The Company will review the rate on an annual basis in April based on the prevailing 10 Year G-Sec rate. However, under special circumstances where the prevailing 10 Year G-Sec rate is changing in excess of 200 basis points from the G-Sec rate used for calculating the current interest rate, the Company shall review the interest rate based on the prevailing 10 Year G-Sec rate.
- This formula will be reviewed annually and only altered subject to prior approval of IRDAI.
- The Revival of the coverage will be as per Board approved underwriting Policy.
- On Revival, the terms and conditions of the Group Policy with respect to the Insured Member may be different from those applicable before the cover under the Group Policy lapsed. The Company may revive a lapsed policy by imposing such extra premium as it deems fit as per the Board approved underwriting policy.
- The Revival will take effect only on it being specifically communicated by the Company to the Group Policyholder or the Insured Member, as applicable.
- The Company may revive or refuse to revive the cover for the Insured Member, based on the prevailing board approved underwriting guidelines. If the Insured Member is refused Revival, the Company will refund the amount received for the purpose of Revival of cover.
- On Revival, all the benefits under the Group Policy which prevailed before the date of latest lapse will be automatically reinstated.

If the Group Policy has lapsed due to non-payment of due Premium, provided that the Group Policy has not been terminated, the Group Policy may be revived with the consent of the Company within five (5) years from the date of first unpaid Premium, by paying all the due Premiums within five (5) years from the date of first unpaid Premium, and subject to fulfilment of the requirements applicable for individual members specified above.

6. Termination of the Policy

Coverage under this **Group Policy** where Premium is paid by the Group Policyholder shall terminate on occurrence of the earliest of the following:

a) At the expiry of five years from the date of lapse
b) **You** may terminate this **Group Policy** by giving a minimum of 30 days' written notice to **Us**. In case the **Group Policy** is terminated by **You**, the **Insured Member(s)** shall have the option to continue the risk cover on an individual basis till the expiry of the coverage.
c) On Free Look Cancellation

Coverage of an **Insured Member** under the Certificate of Insurance, where Premium is paid by the Insured Member shall terminate on occurrence of earliest of the following:

a) At the expiry of five years from the date of lapse
b) Date of payment of the claim on the insured benefit under the Group Policy
c) The date the Insured Member ceases to be an Eligible Member or voluntarily withdraws from the membership of the group
d) On Free Look Cancellation

7. Suicide Exclusion

In case of death of the member due to suicide within 12 months from the date of commencement of risk under the policy or from the date of latest revival of the member under the policy, as applicable, the nominee or beneficiary of the policyholder shall be entitled to 80% of the total premiums paid till the date of death or the unexpired premium value available as on the date of death whichever is higher, provided the policy and his membership, both, are in force as on the date of death.

'Total premiums paid' means total of all the premiums received by the Company, excluding any extra premium, any rider premium and taxes.

The Suicide Exclusion shall not applicable to the following cases of employer-employee groups:

a) If the group enrolled for this Group Policy is shifting from another Life Insurer;
b) Where the group has enrolled for this Group Policy for the first time, and where the group has compulsory participation for all employees as Insured Members.

8. New Members Addition

Any **Eligible Member** that becomes a member of **Your** group after the **Effective Date of Coverage** or the **Annual Renewal Date** can be covered under this **Group Policy** provided **You** provide **Us** with due intimation and all information and details about such **Eligible Members** in the form and manner specified by **Us**. Coverage of these **Eligible Members** shall only commence in accordance with the provisions of **Part C**. **We** shall require evidence of insurability for providing the group life cover to the **Insured Members** in accordance with **Our** Board approved underwriting policy.

9. Waiting Period

Waiting Period shall only apply to groups where the cover under the group Policy is voluntary in nature. Waiting Period if applicable shall be specified in the **Group Policy Schedule**.

Waiting period applies at individual member level from the member's date of commencement of risk, coverage effective date of member or reinstatement whichever is later.

During the Waiting Period, no claim other than **accidental death** shall be admissible. The Waiting Period shall not be applicable for coverage term up to 3 months.

In the event of a claim admitted during the Waiting Period, 80% of the Total Premiums Paid till the date of claim/occurrence of the insured event shall be paid and the cover under the Group Policy shall immediately terminate.

Waiting period for Critical Illness: For the Critical Illness benefits under "Life & Health Cover" and "Extra Life & Health Cover" options there will be a waiting period of 30 days from the date of commencement of risk, coverage effective date of member or reinstatement whichever is later. If a critical illness claim occurs during waiting period under "Life & Health Cover" or "Extra Life & Health Cover", 80% of the total premiums paid till the date of claim will be paid and the cover will terminate. The waiting period for Critical Illness benefit applies for both compulsory and voluntary groups.

10. Claims Procedure

Written notification of a claim shall be given to Us along with following information and documentation within 90 days of the occurrence of the insured event or as soon thereafter as is reasonably possible:

a) Claimant statement in format prescribed by Us, duly completed.
b) Certified copy of the official death certificate issued by a competent authority acceptable to Us.
c) Your declaration and certificate that that the Insured Member was a member of Your group at the time of the death of Insured Member.
d) In case Plan option "Life & Health Cover" or "Extra Life & Health Cover" is in force, medical report confirming the occurrence of Critical Illness/Terminal Illness which is acceptable to Us;

   (i) Attending consultant's statement confirming occurrence of the Critical Illness/Terminal Illness.
   (ii) Attested true copy of indoor case papers of all the Hospital(s)
   (iii) First consultation and all follow- up consultation notes.
   (iv) Diagnosis certificate from specialist
   In case of death claim:
   (v) All past and present medical records (such as discharge summary, daily records and investigation test reports), if available;
   (vi) All Medical Examination Reports, including: Laboratory Test Reports, X-Ray/CT Scan/MRI Reports & Plates, Ultrasonography Report, Histopathology Report, Clinical/Hospital Reports, any other investigation report
   (vii) Treatment papers (Chemotherapy, Radiotherapy etc.) or Surgery/Operation notes.

e) Police inquest report and post mortem report if the death of the Insured Member is due to an unnatural cause.
f) Certification of the details of the Nominee (if any).
g) Any additional document(s) as required by Us.

In the event of delay in intimation of a claim to Us, due to reasons beyond Your/claimant's control, we may condone such delay on merits.

Part E

Not Applicable

Part F

1. **General Terms & Conditions**

   If you wish to change the nomination or assign the coverage under the **Group Policy** or update **Your/Nominee's** address or other contact details in Our records, you should do so only through the forms prescribed by Us for these purposes. These forms are available at Our offices or may be obtained from Your financial advisor or can be downloaded from Our website www.pnbmetlife.com

2. **Nomination**

   Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure A to this Group Policy Document for your reference.

3. **Assignment:**

   Assignment facility available in accordance with provisions of Section 38 of the Insurance Act, 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure A to this Group Policy Document for your reference.

4. **Taxation**

   The tax benefits on the Group Policy shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under or in relation to this Policy, We will deduct or charge or recover taxes including GST and other levies as applicable at such rates as notified by the government or such other body authorized by the government from time to time. Tax laws are subject to change.

5. **Currency & Place of Payment**

   All amounts payable either to or by **Us** will be paid in Indian Rupees (INR).

6. **Fraud and Misrepresentation**

   Fraud and Misrepresentation would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure A to this Group Policy Document for your reference.

7. **Policyholder's Rights**

   To exercise Your rights or options, under this Group Policy, You should follow the procedures stated in this Group Policy. If You want to change the address or exercise any other options under the Group Policy, You shall do so only using the forms prescribed for each purpose which are available with Your financial advisor, from Our local office or can be downloaded from Our website www.pnbmetlife.com.

8. **Our Address for Communications**

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

   PNB MetLife India Insurance Co. Ltd,
   1st Floor, Techniplex -1,
   Techniplex Complex, Off Veer Savarkar Flyover,
   Goregaon (West), Mumbai – 400062,
   Maharashtra
   Call us Toll-free at 1-800-425-6969,
   Visit our Website: www.pnbmetlife.com,

   Email: indiaservice@pnbmetlife.co.in

9. Governing Law & 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 Policy shall be subject to the sole and exclusive jurisdiction of the jurisdictional courts in India.

10. Description of Specific Insured Benefits

10.1 Accidental Death Benefit (ADB)

If the Life Assured suffers an Injury while the cover is active, which directly results in the Life Assured's death within 180 days from the date of Accident (including date of Accident), then the Company will pay 100% of the applicable coverage amount.

Exclusions for Accidental Death Benefit:

Any claim in respect of any Life Assured, arising out of or directly or indirectly due to any of the following shall not be payable, unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

1. The Life Assured operating or learning to operate any aircraft or performing duties as a member of a crew on any aircraft or Scheduled Airline or any airline personnel;
2. The Life Assured flying in an aircraft other than as a fare paying passenger in a Scheduled Airline;
3. Participation by Life Assured in actual or attempted felony, riots, civil commotion or misdemeanor with criminal intent;
4. The Life Assured engaging in sporting activities in so far as they involve the training for or participation in competitions of professional sports;
5. The Life Assured serving in any branch of the military, navy or air-force or any branch of armed Forces or any paramilitary forces;
6. The Life Assured working in or with mines, tunneling or explosives or involving electrical installation with high tension supply or conveyance testing or oil rigs work or ship crew services or as jockeys or circus personnel or aerial photography or engaged in Hazardous Activities;
7. Impairment of the Life Assured's intellectual faculties by abuse of stimulants or depressants or by the illegal use of any solid, liquid or gaseous substance.
8. Accident caused whilst working with in activities like racing on wheels or horseback, winter sports, canoeing involving white water rapids, any bodily contact sport.
9. Any change of profession after inception of the cover which results in the enhancement of the Company's risk, if not accepted and endorsed by the Company.

10.2 Accelerated Accidental Total and Permanent Disability Benefit (ATPD)

If the Life Assured suffers an Injury while the cover is active, which directly results in the Life Assured's Total Permanent Disability within 180 days from the date of Accident (including date of Accident), then the Company will pay 100% of the applicable coverage amount.
Total Permanent Disability shall be said to occur if the Life Assured has been subject to one (or more) of the following impairments:

- the total and permanent loss of sight in both eyes, or
- the loss by physical severance (or total and permanent loss of use) of two limbs at or above the wrist or ankle, or
- the total and permanent loss of sight in one eye and the loss by physical severance (or total and permanent loss of use) of one limb at or above the wrist or ankle.

In order for a benefit to be payable, such disability must have persisted continuously for a period of at least 180 days and must, in the opinion of a Medical Practitioner, appointed by the company, be deemed permanent.

Exclusions for Accidental Total Permanent Disability Benefit:
Any claim in respect of any Life Assured, arising out of or directly or indirectly due to any of the following shall not be payable, unless expressly stated to the contrary elsewhere in the Policy terms and conditions:

1. Any pre-existing injury or physical condition;
2. Attempted suicide or self-inflicted injury;
3. The Life Assured operating or learning to operate any aircraft or performing duties as a member of a crew on any aircraft or Scheduled Airline or any airline personnel;
4. The Life Assured flying in an aircraft other than as a fare paying passenger in a Scheduled Airline;
5. Participation by Life Assured in actual or attempted felony, riots, civil commotion or misdemeanor with criminal intent;
6. The Life Assured engaging in sporting activities in so far as they involve the training for or participation in competitions of professional sports;
7. The Life Assured serving in any branch of the military, navy or air-force or any branch of armed Forces or any paramilitary forces;
8. The Life Assured working in or with mines, tunneling or explosives or involving electrical installation with high tension supply or conveyance testing or oil rigs work or ship crew services or as jockeys or circus personnel or aerial photography or engaged in Hazardous Activities;
9. Impairment of the Life Assured's intellectual faculties by abuse of stimulants or depressants or by the illegal use of any solid, liquid or gaseous substance.
10. Accident caused whilst working with in activities like racing on wheels or horseback, winter sports, canoeing involving white water rapids, any bodily contact sport.
11. Any change of profession after inception of the cover which results in the enhancement of the Company's risk, if not accepted and endorsed by the Company

10.3 Accelerated Terminal Illness:

A member shall be regarded as Terminally Ill only if that member is diagnosed as suffering from a condition which, in the opinion of two appropriate independent medical practitioners, is highly likely to lead to death within 6 months from the date of diagnosis. The Terminal Illness must be diagnosed and confirmed by independent medical practitioners registered with the Indian Medical Association and approved by the Company. The Company reserves the right for independent assessment.

10.4 Accelerated Critical Illness Benefit:

The list of Critical Illness conditions covered under the Group Policy are mentioned in the table below:

Sr.No	Critical Illnesses
1	Cancer Of Specified Severity
2	Myocardial Infarction (First Heart Attack of Specific Severity)
3	Open Chest CABG
4	Stroke resulting in Permanent Symptoms
5	Kidney Failure Requiring Regular Dialysis
6	Coma Of Specified Severity
7	Open Heart Replacement or Repair of Heart Valves
8	Major Organ / Bone Marrow Transplant
9	Permanent Paralysis Of Limbs
10	Motor Neuron Disease With Permanent Symptoms
11	Multiple Sclerosis with Persisting Symptoms
12	Benign Brain Tumour
13	Blindness

14	Deafness
15	Loss of Speech
16	Primary (Idiopathic) Pulmonary Arterial Hypertension
17	End Stage Lung Failure
18	Major Head Trauma
19	Loss of Limbs
20	Third Degree Burns
21	End Stage Liver Failure
22	Major Surgery to Aorta
23	Cardiomyopathy
24	Apallic Syndrome
25	Alzheimer's Disease (before age 65 years)
26	Parkinson's Disease (before age 65 years)
27	Systematic lupus Eryth. with Renal Involvement
28	Aplastic Anaemia
29	Poliomyelitis
30	Muscular Dystrophy
31	Medullary Cystic Disease
32	Loss of Independent Existence (before age 65 years)
33	Encephalitis
34	Chronic Pancreatitis
35	Fulminant Viral Hepatitis

1. Cancer of Specified Severity

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –
• All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
• Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
• Malignant melanoma that has not caused invasion beyond the epidermis;
• All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
• All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
• Chronic lymphocytic leukaemia less than RAI stage 3
• Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
• All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

2. Myocardial Infarction (First Heart Attack of Specified Severity)

The first occurrence of heart attack or myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

• A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (for e.g. typical chest pain)
• New characteristic electrocardiogram changes
• Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
• The following are excluded:
• A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure
• Other acute Coronary Syndromes
• Any type of angina pectoris.

3. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:
• Angioplasty and/or any other intra-arterial procedures

4. Stroke Resulting In Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, hemorrhage and embolization from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:
• Transient ischemic attacks (TIA)
• Traumatic injury of the brain
• Vascular disease affecting only the eye or optic nerve or vestibular functions.

5. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

6. Coma Of Specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
• no response to external stimuli continuously for at least 96 hours;
• life support measures are necessary to sustain life; and
• permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

7. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

8. Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:

• One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
• Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:
• Other stem-cell transplants
• Where only islets of langerhans are transplanted

9. Permanent Paralysis Of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

10. Motor Neuron Disease with Permanent Symptoms

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

11. Multiple Sclerosis with Persisting Symptoms

The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
• investigations including typical MRI findings, which unequivocally confirm the diagnosis to be multiple sclerosis; and
• there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.,

Other causes of neurological damage such as SLE are excluded.

12. Benign Brain Tumour

Benign Brain Tumour is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
• Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
• Undergone surgical resection or radiation therapy to treat the brain tumor.

The following are excluded:
• Cysts
• Granulomas
• Malformations in the arteries or veins of the brain
• Hematomas
• Abscesses
• Pituitary tumors
• Tumors of skull bones and tumors of the spinal cord.

13. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
The Blindness is evidenced by:
• corrected visual acuity being 3/60 or less in both eyes or ;
• the field of vision being less than 10 degrees in both eyes

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

14. Deafness

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose, and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.

15. Loss of Speech

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous.

period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, and Throat (ENT) specialist.

16. Primary (Idiopathic) Pulmonary Arterial Hypertension

An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
The NYHA Classification of Cardiac Impairment are as follows:
• Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms
• Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

17. End Stage Lung Failure

End stage lung disease, causing chronic respiratory failure, as confirmed by all of the following:
• FEV1 test results consistently less than 1 liter measured on 3 occasions 3 months apart; and
• Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
• Arterial blood gas analyses with partial oxygen pressures of 55mmHg or less ($PaO_2 < 55mmHg$) and
• Dyspnea at rest

18. Major Head Trauma

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes
The Accidental Head injury must result in a permanent inability to perform at least three (3) of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word
"permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
The Activities of Daily Living are:-
• Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
• Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
• Transferring: the ability to move from a bed or an upright chair or wheelchair and vice versa.
• Mobility: The ability to move indoors from room to room on level surfaces.
• Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
• Feeding: the ability to feed oneself once food has been prepared and made available.

The following are excluded:
• Spinal cord injury;

19. Loss of Limbs

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

20. Third Degree Burns (Major Burns)

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

21. End Stage Liver Failure

Permanent and irreversible failure of liver function that has resulted in all three of the following:
• Permanent jaundice; and
• Ascites; and
• Hepatic encephalopathy

Liver failure secondary to drug or alcohol abuse is excluded

22. Major Surgery to Aorta

The undergoing of surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta. Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.
For the above definition, the following are not covered:
• Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
• Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers–Danlos syndrome)
• Surgery following traumatic injury to the aorta

23. Cardiomyopathy

A definite diagnosis of one of the following primary cardiomyopathies:
• Dilated Cardiomyopathy
• Hypertrophic Cardiomyopathy (obstructive or non-obstructive)
• Restrictive Cardiomyopathy
• Arrhythmogenic Right Ventricular Cardiomyopathy

The disease must result in at least one of the following:
• Left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least 3 months.
• Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification) over a period of at least 6 months.
• Implantation of an Implantable Cardioverter Defibrillator (ICD) for the prevention of sudden cardiac death

The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram, cardiac MRI or cardiac CT scan findings.
The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined to be medically necessary b a Consultant Cardiologist.
For the above definition, the following are not covered:
• Secondary (ischaemic, valvular, metabolic, toxic or hypertensive) cardiomyopathy

• Transient reduction of left ventricular function due to myocarditis

• Cardiomyopathy due to systemic diseases.

24. Apallic Syndrome

A vegetative state is absence of responsiveness and awareness due to dysfunction of the cerebral hemispheres, with the brain stem, controlling respiration and cardiac functions, remaining intact. The definite diagnosis must be evidenced by all of the following:
▪ Complete unawareness of the self and the environment

▪ Inability to communicate with others

▪ No evidence of sustained or reproducible behavioural responses to external stimuli

▪ Preserved brain stem functions

The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

25. Alzheimer's Disease (before age 65 years)

A definite diagnosis of Alzheimer's disease evidenced by all of the following:
• Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
• Personality change
• Gradual onset and continuing decline of cognitive functions
• No disturbance of consciousness
• Typical neuropsychological and neuroimaging findings (e.g. CT scan)
• The disease must require constant supervision (24 hours daily) [before age 65]. The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.
• For the above definition, the following are not covered:
• Other forms of dementia due to systemic disorders

26. Parkinson's Disease (before age 65 years)

A definite diagnosis of primary idiopathic Parkinson's disease, which is evidenced by at least two out of the following clinical manifestations:
• Muscle rigidity

• Tremor

• Bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses)

Idiopathic Parkinson's disease must result [before age 65] in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months despite adequate drug treatment. Activities of Daily Living are:
• Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
• Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
• Feeding oneself – the ability to feed oneself when food has been prepared and made available.
• Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
• Getting between rooms – the ability to get from room to room on a level floor.
• Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist.
The implantation of a neurostimulator to control symptoms by deep brain stimulation is, independent of the Activities of Daily Living, covered under this definition.
The implantation must be determined to be medically necessary by a Consultant Neurologist or Neurosurgeon.
For the above definition, the following are not covered:
• Secondary parkinsonism (including drug- or toxin-induced parkinsonism)
• Essential tremor

27. Systematic lupus Eryth. with Renal Involvement

A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:
• Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
• Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
• Continuous treatment with corticosteroids or other immunosuppressants

Additionally, one of the following organ involvements must be diagnosed:
• Lupus nephritis with proteinuria of at least 0.5 g/day and a glomerular filtration rate of less than 60 ml/min (MDRD formula)
• Libman-Sacks endocarditis or myocarditis
• Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings.

The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologist.
For the above definition, the following are not covered:
• Discoid lupus erythematosus or subacute cutaneous lupus erythematosus
• Drug-induced lupus erythematosus

28. Aplastic Anaemia

A definite diagnosis of aplastic anaemia resulting in severe bone marrow failure with anaemia, neutropenia and thrombocytopenia. The condition must be treated with blood transfusions and, in addition, with at least one of the following:
• Bone marrow stimulating agents

• Immunosuppressants

• Bone marrow transplantation

The diagnosis must be confirmed by a Consultant Haematologist and evidenced by bone marrow histology

29. Poliomyelitis

A definite diagnosis of acute poliovirus infection resulting in paralysis of the limb muscles or respiratory muscles. The paralysis must be medically documented for at least 3 months from the date of diagnosis.
The diagnosis must be confirmed by a Consultant Neurologist and supported by laboratory tests proving the presence of the poliovirus.
For the above definition, the following are not covered:
• Poliovirus infections without paralysis

• Other enterovirus infections

• Guillain-Barré syndrome or transverse myelitis

30. Muscular Dystrophy

A definite diagnosis of one of the following muscular dystrophies:
• Duchenne Muscular Dystrophy (DMD)

• Becker Muscular Dystrophy (BMD)

• Emery-Dreifuss Muscular Dystrophy (EDMD)

• Limb-Girdle Muscular Dystrophy (LGMD)

• Facioscapulohumeral Muscular Dystrophy (FSHD)

• Myotonic Dystrophy Type 1 (MMD or Steinert's Disease)

• Oculopharyngeal Muscular Dystrophy (OPMD)

The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.
Activities of Daily Living are:

• Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
• Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
• Feeding oneself – the ability to feed oneself when food has been prepared and made available.
• Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
• Getting between rooms – the ability to get from room to room on a level floor.
• Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings.
For the above definition, the following are not covered:
Myotonic Dystrophy Type 2 (PROMM) and all forms of myotonia

31. Medullary Cystic Disease

A definite diagnosis of medullary cystic disease evidenced by all of the following:
• Ultrasound, MRI or CT scan showing multiple cysts in the medulla and corticomedullary region of both kidneys

• Typical histological findings with tubular atrophy, basement membrane thickening and cyst formation in the corticomedullary junction

• Glomerular filtration rate (GFR) of less than 40 ml/min (MDRD formula)

The diagnosis must be confirmed by a Consultant Nephrologist.
For the above definition, the following are not covered:
• Polycystic kidney disease

• Multicystic renal dysplasia and medullary sponge kidney

• Any other cystic kidney disease

32. Loss of Independent Existence (before age 65 years)

A definite diagnosis [before age 65] of a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.
Activities of Daily Living are:
• Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

• Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.

• Feeding oneself – the ability to feed oneself when food has been prepared and made available.

• Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.

• Getting between rooms – the ability to get from room to room on a level floor.

• Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.

The diagnosis has to be confirmed by a Specialist.

33. Encephalitis

A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.
For the above definition, the following are not covered:

• Encephalitis caused by bacterial or protozoal infections

Myalgic or paraneoplastic encephalomyelitis

34. Chronic Pancreatitis

A definite diagnosis of severe chronic pancreatitis evidenced by all of the following:
Exocrine pancreatic insufficiency with weight loss and steatorrhoea
Endocrine pancreatic insufficiency with pancreatic diabetes
Need for oral pancreatic enzyme substitution
These conditions have to be present for at least 3 months. The diagnosis must be confirmed by a Consultant Gastroenterologist and supported by imaging and laboratory findings (e.g. faecal elastase).
For the above definition, the following are not covered:
• Chronic pancreatitis due to alcohol or drug use
• Acute pancreatitis

35. Fulminant Viral Hepatitis

A definite diagnosis of fulminant viral hepatitis evidenced by all of the following:
• Typical serological course of acute viral hepatitis
• Development of hepatic encephalopathy
• Decrease in liver size
• Increase in bilirubin levels
• Coagulopathy with an international normalized ratio (INR) greater than 1.5
• Development of liver failure within 7 days of onset of symptoms
• No known history of liver disease

The diagnosis must be confirmed by a Consultant Gastroenterologist.
For the above definition, the following are not covered:
• All other non-viral causes of acute liver failure (including paracetamol or aflatoxin intoxication)

Fulminant viral hepatitis associated with intravenous drug use

Exclusions for Critical Illness benefit

Critical illness benefit / Cancer benefit shall not be paid if it occurs from or is caused, either directly or indirectly due to one of the following:

1. Pre-existing Disease means any condition, ailment, injury or disease:
   a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
   b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
2. Any covered event having occurred within the waiting period of 30 days from the date of commencement of risk, coverage effective date of member or reinstatement whichever is later.
3. Self-inflicted injuries, suicide, and immorality, and deliberate participation of the life Insured in an illegal act or act with criminal intent.
4. For any medical conditions suffered by the life assured or any medical procedure undergone by the life assured, if that medical condition or that medical procedure was caused directly or indirectly by influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescriptions of a registered medical practitioner.
5. War – whether declared or not, civil commotion, breach of law, invasion, hostilities (whether declared or not), rebellion, revolution, military or usurped power or willful participation in acts of violence with criminal intent.
6. For any medical condition or any medical procedure arising from nuclear contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.
7. Any treatment of a donor for the replacement of an organ.
8. Diagnosis and treatment outside India. However, this exclusion shall not be applicable in the following countries: Canada, Dubai, Hong Kong, Japan, Malaysia, New Zealand, Singapore, Switzerland, USA, UK

and countries of the European Union. The company may review the above list of accepted foreign countries from time to time on the basis of Board Approved Underwriting Policy & Board Approved Claims Manual. Claims documents from outside India are only acceptable in English language unless specifically agreed otherwise, and duly authenticated.

9. Any External Congenital Anomaly which is not as a consequence of Genetic disorder.
10. Engaging in hazardous sports / pastimes, i.e. taking part in (or practising for) boxing, caving, climbing, horse racing, jet skiing, martial arts, mountaineering, off pastel skiing, pot holing, power boat racing, underwater diving, yacht racing or any race, trial or timed motor sport, bungee jumping, hand gliding etc. or Any injury, sickness or disease received as a result of aviation (including parachuting or skydiving), gliding or any form of aerial flight other than as a fare-paying passenger on regular routes and on a scheduled timetable unless agreed by special endorsement, however Pilots, Cabin crew, aeronautical staff members in a licensed passenger carrying commercial aircraft operating on a regular scheduled route will be covered under this product as per Board Approved Underwriting Policy.

PART G

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

Grievance Redressal Mechanism

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

Level 1

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

- Call 1800-425-69-69 (Toll free) or 080-26502244
- Email at india_grievancecell@pnbmetlife.co.in
- Write to

  Customer Service Department,

  1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062. Phone: +91-22-41790000, Fax: +91-22-41790203
- Online through our website www.pnbmetlife.com
- Our nearest PNB MetLife branch across the country

Level 2:

In case you are not satisfied with the resolution provided by the above touch points, or have not received any response within 2 weeks, you may

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

  Grievance Redressal Officer

  PNB MetLife India Insurance Co. Ltd,

  Platinum Towers, 4th Floor, Sohna Road,

  Sector - 47, Gurgaon – 122002

Please address your queries or complaints to our customer services department, on the address referred above, who are authorized to review your queries or complaints and address the same. Please note that only an officer duly authorized by PNB MetLife has the authority to resolve your queries or complaints. We shall in no way be responsible, or liable, or bound by, any replies or communications or undertakings, given by or received from, any financial advisor or any employee who was involved in selling you this Policy.

Level 3:

In case you are not satisfied with the decision or have not received any responses from above offices, you may contact the IRDAI's Integrated Grievance Management System (IGMS) on the following contact details:

- Online : You can register your complaint online at https://igms.irda.gov.in
- By Post : You can write or fax your complaints to

  Consumer Affairs Department

  Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli,
Hyderabad – 500032, Telangana State

- By E-mail : E-mail ID: complaints@irdai.gov.in
- By Phone : 155255 or 1800 4254 732.

In case You are not satisfied with the decision/resolution, You may approach the Insurance Ombudsman at the address in the list of Ombudsman below, 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; or
- Misrepresentation of terms and conditions of the Policy;
- Policy servicing related grievances against Us or Our agent/intermediary;
- Issuance of Policy in non-conformity with the proposal form;
- Non-issuance of insurance policy after receipt of premium or
- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned above.

1) The complaint should be made in writing duly signed by You, Nominee, Assignee or by Your legal heirs with full name, address and contact information of the complainant, the details of our branch or office against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the insurance ombudsman can be made if the complainant makes a written representation to Us/Insurer and files the complaint, within one year
   - after the order of the insurer rejecting the representation is received; or
   - after receipt of decision of the insurer which is not to the satisfaction of the complainant;
   - after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer fails to furnish reply to the complainant .
2) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
3) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

The address of the Ombudsman are attached herewith and may also be obtained from the internet link: http://ecoi.co.in/ombudsman.html.

List of Insurance Ombudsman

SR. No.	Office Details	Jurisdiction of Office Union Territory, District)
1	**AHMEDABAD** - Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	**BENGALURU** - Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
3	**BHOPAL** - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
4	**BHUBANESHWAR** - Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
5	**CHANDIGARH** - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.

SR. No.	Office Details	Jurisdiction of Office Union Territory, District)
	Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	
6	**CHENNAI –** Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	**DELHI -** Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
8	**GUWAHATI -** Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
9	**HYDERABAD -** Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
10	**JAIPUR -** Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg,	Rajasthan.

SR. No.	Office Details	Jurisdiction of Office Union Territory, District)
	Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	
11	**ERNAKULAM -** Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
12	**KOLKATA -** Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	**LUCKNOW –** Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, 14Chandauli, Ballia, Sidharathnagar.
14	**MUMBAI -** Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

SR. No.	Office Details	Jurisdiction of Office Union Territory, District)
15	**NOIDA -** Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	**PATNA -** Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
17	**PUNE -** Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Annexure A

Assignment as per Section 38 of Insurance Act 1938

(1) A transfer or assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the transferor or by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.

(2) An insurer may, accept the transfer or assignment, or decline to act upon any endorsement made under sub-section (1), where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy.

(3) The insurer shall, before refusing to act upon the endorsement, record in writing the reasons for such refusal and communicate the same to the policyholder not later than thirty days from the date of the policyholder giving notice of such transfer or assignment.

(4) Any person aggrieved by the decision of an insurer to decline to act upon such transfer or assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.

(5) Subject to the provisions in sub-section (2), the transfer or assignment shall be complete and effectual upon the execution of such endorsement or instrument duly attested but except, where the transfer or assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the transferee or assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or a copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer: Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.

(6) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under a transfer or assignment as between persons interested in the policy; and where there is more than one instrument of transfer or assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered: Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.

(7) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such transfer or assignment together with the date thereof and the name of the transferee or the assignee and shall, on the request of the person by whom the notice was given, or of the transferee or assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgement relates.

(8) Subject to the terms and conditions of the transfer or assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognise the transferee or assignee named in the notice as the absolute transferee or assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the transferor or assignor was subject at the date of the transfer or assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to such proceedings.

Explanation.—Except where the endorsement referred to in sub-section (1) expressly indicates that the assignment or transfer is conditional in terms of subsection (10) hereunder, every assignment or transfer shall be deemed to be an absolute assignment or transfer and the assignee or transferee, as the case may be, shall be deemed to be the absolute assignee or transferee respectively.

(9) Any rights and remedies of an assignee or transferee of a policy of life insurance under an assignment or transfer effected prior to the commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by the provisions of this section.

(10) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that—

(a) the proceeds under the policy shall become payable to the policyholder or the nominee or nominees in the event of either the assignee or transferee predeceasing the insured; or

(b) the insured surviving the term of the policy, shall be valid: Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

(11) In the case of the partial assignment or transfer of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment or transfer and such policyholder shall not be entitled to further assign or transfer the residual amount payable under the same policy.

Nomination as per Section 39 of Insurance Act 1938

(1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death: Provided that, where any nominee is a minor, it shall be lawful for the policyholder to appoint any person in the manner laid down by the insurer, to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made bona fide by him to a nominee mentioned in the text of the policy or registered in records of the insurer. (3) The insurer shall furnish to the policyholder a written acknowledgement of having registered a nomination or a cancellation or change thereof, and may charge such fee as may be specified by regulations for registering such cancellation or change.

(4) A transfer or assignment of a policy made in accordance with section 38 shall automatically cancel a nomination:

Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment, in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its reassignment on repayment of the loan shall not cancel a nomination, but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy:

Provided further that the transfer or assignment of a policy, whether wholly or in part, in consideration of a loan advanced by the transferee or assignee to the policyholder, shall not cancel the nomination but shall affect the rights of the nominee only to the extent of the interest of the transferee or assignee, as the case may be, in the policy:

Provided also that the nomination, which has been automatically cancelled consequent upon the transfer or assignment, the same nomination shall stand automatically revived when the policy is reassigned by the assignee or retransferred by the transferee in favour of the policyholder on repayment of loan other than on a security of policy to the insurer.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount secured by the policy shall be payable to the policyholder or his heirs or legal representatives or the holder of a succession certificate, as the case may be.

(6) Where the nominee or if there are more nominees than one, a nominee or nominees survive the person whose life is insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) Subject to the other provisions of this section, where the holder of a policy of insurance on his own life nominates his parents, or his spouse, or his children, or his spouse and children, or any of them, the nominee or nominees shall be beneficially entitled to the amount payable by the insurer to him or them under sub-section (6) unless it is proved that the holder of the policy, having regard to the nature of his title to the policy, could not have conferred any such beneficial title on the nominee.

(8) Subject as aforesaid, where the nominee, or if there are more nominees than one, a nominee or nominees, to whom sub-section (7) applies, die after the person whose life is insured but before the amount secured by the policy is paid, the amount secured by the policy, or so much of the amount secured by the policy as represents the share of the nominee or nominees so dying (as the case may be), shall be payable to the heirs or legal representatives of the nominee or nominees or the holder of a succession certificate, as the case may be, and they shall be beneficially entitled to such amount.

(9) Nothing in sub-sections (7) and (8) shall operate to destroy or impede the right of any creditor to be paid out of the proceeds of any policy of life insurance.

(10) The provisions of sub-sections (7) and (8) shall apply to all policies of life insurance maturing for payment after the commencement of the Insurance Laws (Amendment) Act, 2015.
(11) Where a policyholder dies after the maturity of the policy but the proceeds and benefit of his policy has not been made to him because of his death, in such a case, his nominee shall be entitled to the proceeds and benefit of his policy.
(12) The provisions of this section shall not apply to any policy of life insurance to which section 6 of the Married Women's Property Act, 1874, applies or has at any time applied:
Provided that where a nomination made whether before or after the commencement of the Insurance Laws (Amendment) Act, 2015, in favour of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy, as being made under this section, the said section 6 shall be deemed not to apply or not to have applied to the policy

Section 45 of Insurance Act 1938
Policy not be called in question on ground of misstatement after three years.
(1) No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy, i.e., from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later.
(2) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud:
Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision is based.
Explanation I.—For the purposes of this sub-section, the expression "fraud" means any of the following acts committed by the insured or by his agent, with intent to deceive the insurer or to induce the insurer to issue a life insurance policy:—
(a) the suggestion, as a fact of that which is not true and which the insured does not believe to be true;
(b) the active concealment of a fact by the insured having knowledge or belief of the fact;
(c) any other act fitted to deceive; and
(d) any such act or omission as the law specially declares to be fraudulent.
Explanation II.—Mere silence as to facts likely to affect the assessment of the risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent keeping silence, to speak, or unless his silence is, in itself, equivalent to speak.
(3) Notwithstanding anything contained in sub-section (2), no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such misstatement of or suppression of a material fact are within the knowledge of the insurer:
Provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive.
Explanation.—A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.
(4) A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued:
Provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based:
Provided further that in case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on the ground of fraud, the premiums collected on the policy till the date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation.
Explanation. —For the purposes of this sub-section, the misstatement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on

the insurer to show that had the insurer been aware of the said fact no life insurance policy would have been issued to the insured.
(5) Nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal.'.