Individual, Non – Linked, Non-Participating Savings, Life Insurance Plan

#### 1. Part A

#### 1.1. Welcome Letter

[Name of the policyholder]
Date: dd-mm-yyyy
[Father/husband name]
[Address]
[Mobile no.]
<Policy No> <Sourcing Branch>

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

Welcome to the PNB MetLife family! Thank you for choosing a PNB MetLife product and showing your confidence in us. At PNB MetLife, we value your patronage and are committed to offering you the best services always.

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

This booklet contains your Policy Document, Customer Information Sheet (in case you have opted for a health rider) along with other related information, including a copy of your Application. Please preserve this document as it would be required if the need arises.

**Free look Provision:** Please go through the terms and conditions of your Policy very carefully. If you have any objections to the terms and conditions of your Policy, you may cancel the Policy by giving a written notice to us within 15 days (30 days in case the Policy is sold to You through Distance Marketing or electronic policies) from the date of receiving your 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 the expenses incurred on medical examination (if any).

Applicable free look period for this policy is <<15/30>> days.

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 of your policy are mentioned below.

Name	< <valued advisor="">&gt;</valued>	Channel	< <xx>&gt;</xx>	Code	< <xxxxx>&gt;</xxxxx>
E-Mail ID	< <valuedadvisor@pnbmetlife.co.ir< p=""></valuedadvisor@pnbmetlife.co.ir<>	1>>		Mobile / Landline No.	< <xxxxxx>&gt;</xxxxxx>

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

Yours Sincerely, PNB MetLife India Insurance Co. Ltd.

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

In case of any queries / concerns, You can reach Us at:							
Call us at 1800-425-6969 (Toll Free) or 022 - 4179 0300 (8am - 8pm)		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				

Individual, Non – Linked, Non-Participating Savings, Life Insurance Plan

## **1.2.** Policy Preamble

## PNB MetLife Guaranteed Future Plan An Individual, Non-linked, Non-Participating, Savings, Life Insurance Plan

This is a contract of insurance between you and PNB MetLife India Insurance Company Limited. This contract of insurance has been issued by us on receipt of the premium and is based on the details in the Application together with the other information, documentation and declarations received from you for effecting a life insurance contract on the life of the person named in the Policy Schedule below.

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

On examination of the Policy, if you notice any mistake or error, please return the Policy document to us in order that We may rectify it.

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

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

## 1.3. Policy Schedule

Name of the Plan	PNB MetLife Guaranteed Future Plan
Nature of the Plan	Individual, Non-linked, Non-Participating, Savings Life Insurance Plan
UIN	117N124V09

Application	Policy	Date of	Issuing	
number	number	issue	office	

## 1. Details of the Policyholder and Life Assured

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

## 2. Policy Details

Base Plan	PNB MetLife Guaranteed Future Plan				
Benefit Payout Option	<="Endowment"/"Income" / "Income+Lumpsum" / "Income + Booster" >>				
Premium Payment Term (Yrs.)	Deferment Period (Yrs.) < <na 1="" for="" option="">&gt;</na>				
Policy Term (Yrs.)	Date of Survival Benefit Payout (chosen)	<< DD1 MM1>>; < <na 1="" for="" option="">&gt;</na>			

Individual, Non – Linked, Non-Participating Savings, Life Insurance Plan

Basic Sum Assured (Rs.)	Premium Payment Mode	Installment Premium (Rs.)	Goods & Services Tax (Rs.)*	Instalment premium including GST (Rs)	Annualised Premium (Rs)

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

## 3. Rider Details

Rider Name	Rider Sum Assured (Rs.)	Policy Term (years)	Premium Paying Term (years)	Installment Premium (Rs.)	Goods & Services Tax (Rs.)*	Instalment premium including GST (Rs)	Annualised Premium (Rs)
< <rider 1="" name="">&gt;</rider>							
< <rider 2="" name="">&gt;</rider>							

## 4. Contract Details

Date of Inception of Policy	< <dd mm="" yy="">&gt;</dd>	Premium Due Date	< <dd mm="" yy="">&gt;</dd>
Date of Commencement of Risk	< <dd mm="" yy="">&gt;</dd>	Premium Payment Type	<< SP/LP>>Pay
Policy anniversary date	< <dd mm="" yy="">&gt;</dd>	Last Premium Due Date	< <dd mm="" yy="">&gt;</dd>
Policy currency	INR	Total Installment Premium (incl. of rider(s) premium, any extra premium, taxes & cess)	Rs. <<>>
Endowment Option:			
Policy Maturity Date	< <dd mm="" yy="">&gt;</dd>	Total Premiums Payable	Rs. <<>>
Guaranteed Maturity Benefit = Rs. <<	>>		
Income Option:			
Income Start Date	<< DD1 MM1 YYY>>	Total Premiums Payable	
Income End Date	<< DD1 MM1 YYY>>	Income payout mode	< <yearly <br="" half-="" yearly="">Monthly&gt;&gt;</yearly>
Guaranteed Income Payout payable every period	Rs. << >>		
Income + Lump-sum Option:			
Income Start Date	<< DD1 MM1 YYY>>	Total Premiums Payable	
Income End Date	<< DD1 MM1 YYY>>	Income payout mode	< <yearly <br="" half-="" yearly="">Monthly&gt;&gt;</yearly>
Policy Maturity Date	< <dd mm="" yy="">&gt;</dd>	Guaranteed Income Payout payable every period	Rs. << >>
Guaranteed Maturity Benefit	Rs. << >>		
Income + Booster Option:			
Income Start Date	<< DD1 MM1 YYY>>	Total Premiums Payable (A)	
Income End Date	< <dd1 mm1="" yyy="">&gt;</dd1>	Income payout mode	< <yearly <br="" half-="" yearly="">Monthly&gt;&gt;</yearly>
Booster Addition -1 Due Date	< <dd mm="" yyyy="">&gt;</dd>	Guaranteed Income Payout payable every period	Rs. << >>
Booster Addition -2 Due Date	< <dd mm="" yyyy="">&gt;</dd>	Booster Addition	Rs. << >>
Booster Addition -3 Due Date	< <dd mm="" yyyy="">&gt;</dd>		

Individual, Non – Linked, Non-Participating Savings, Life Insurance Plan

## 5. Details of Agent/Intermediary

Name	
License/Registration number	
Phone number	
Address	
Email address	

Special provisions/options (if any)
-------------------------------------

#### 6. Nominee details

Name(s) of the Nominee	Relationship with Life Assured	Gender	Age	Share(s) %
1) < <name nominee="" off="">&gt;</name>	< <relation>&gt;</relation>	<<>>	<<>>	< <percentage>&gt;</percentage>
2)				
3)				
4)				

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

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

## 8. E-Policy document

Your soft copy of policy document is available in the customer portal. You can access through <a href="www.pnbmetlife.com">www.pnbmetlife.com</a> > Customer login > Provide user ID and password (for existing customer), else click New User (for new customer)

## **Key Feature Document**

	You have chosen Income + Boosters option.
Benefit Payout Options	Under this option, You will receive Guaranteed Income Payout during the income payout period after completion of the premium payment term and deferment period, if chosen, along with additional payouts termed as Booster Additions payable at specified policy anniversaries.
	This option will be chosen at inception of the policy.
Income pay-out factors	The Policyholder has an option to choose the pay-out mode for the Guaranteed Income Payout as Yearly, Half-yearly or Monthly mode. The income payout mode will be chosen at inception of the Policy and cannot be changed post policy issuance.  For monthly income payout mode, a factor of 0.95/12 will be applied to annual benefit rates.  For half-yearly income payout mode, a factor of 0.97/2 will be applied to annual benefit rates.
Death Benefit	In the event of the unfortunate death of the Life Assured during the policy term provided that the policy is still In-force status on the date of death, the nominee shall receive Death Benefit and the Policy shall terminate.  The Death Benefit is described further in Part C
Survival Benefit	On survival of the Life Assured until the end of the Premium Payment Term, provided that the Policy is in Inforce Status and all due Installment Premiums have been received in full by Us, Guaranteed Income Payouts will be payable on each Policy Anniversary following the completion of the Deferment Period as mentioned below:  Guaranteed Income Payout will be equal to sum of Annualized Premium and Guaranteed Addition  Booster Addition shall be paid at specified intervals in addition to the Guaranteed Income Payout and is defined as a percentage of Annualized premium as specified below and will vary depending on the entry age and premium payment term mentioned in Part C.  Survival benefits shall cease on the death of the Life Assured. Policy cover terminates with the payment of survival benefit at the maturity date.
Flexibility to choose the date of benefit payout	Benefits will be paid on policy anniversaries by default. Alternatively, the policyholder can choose to receive the survival benefits on any one date, succeeding the date of issuance, as per their choice.  This option needs to be selected at policy inception and cannot be changed during the policy tenure.

## **Key Service Features**

	Nomination shall be allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended
Nomination	from time to time.

Policy Loan  The maximum amount of policy loan that you can avail will be limited to 90% of the Special Surrend Value of your policy at the end of the relevant Policy Year less any unpaid premiums for that year ar loan interest accrued.  You may opt for any of the following Riders at inception or at any policy anniversary during premium payment term. Each rider shall be subject to the terms and conditions of that rider:  a) PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03) — This rider provides additional protection over and above the Death Benefit under this Policy in the event of the death of the life assured in an Accident.  b) PNB MetLife Serious Illness Rider (UIN: 117B021V03) — This rider provides addition protection over and above the Death Benefit under this Policy in the event of the life assured in the life a	
Policy Loan  Value of your policy at the end of the relevant Policy Year less any unpaid premiums for that year ar loan interest accrued.  You may opt for any of the following Riders at inception or at any policy anniversary during premium payment term. Each rider shall be subject to the terms and conditions of that rider:  a) PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03) – This rider provide additional protection over and above the Death Benefit under this Policy in the event of the deatof the life assured in an Accident.  b) PNB MetLife Serious Illness Rider (UIN: 117B021V03) - This rider provides addition protection over and above the Death Benefit under this Policy in the event of the life assured.	
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protection over and above the Death Benefit under this Policy in the event of the life assure	
being diagnosed with any of the 10 critical illnesses listed in the rider.	
Premium Payment  Premium Payment  Premium payment can be made by cash, cheque, credit card, ECS, online payment, demand draditional direct debit or any other mode as prescribed by the IRDA of India	
Visit us www.pnbmetlife.com	
Email us: indiaservice@pnbmetlife.co.in	
Write to us:	
PNB MetLife India Insurance Co. Ltd,	
Grievance Redressal Unit No. 101, First Floor, Techniplex I,	
Techniplex Complex, Off Veer Savarkar Flyover,	
S.V. Road, Goregaon (West),	
Mumbai – 400 062, Maharashtra.	
022 - 4179 0300 (8am -8pm)	

For detailed benefits, please refer to policy terms and conditions

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### 2. Part B

## 2.1. Definitions applicable to your policy

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

- 1. "Age" means age as on the last birthday; i.e. the age of the Life Assured in completed years as on the Policy Commencement Date and is as shown in the Schedule.
- **2. "Annualised Premium"** means the premium amount payable in a year chosen by the policyholder, excluding the taxes, rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
- **3. "Appointee"** means the person named in the Schedule to receive payment under this Policy, if the Nominee is a minor at the time payment becomes due under this Policy
- 4. "Basic Sum Assured (BSA)" means the absolute amount specified in the Schedule which is the minimum amount assured to be paid on the death of the Life Assured. The Basic Sum Assured is equal to 10 x Annualised Premium for Limited pay and 1.25 x Single Premium for Single pay policies.
- 5. "Benefit Illustration" means an Annexure along with the Schedule that illustrates the premiums, guarantees, returns, benefits and values of the proposed policy. This Benefit Illustration complies with IRDA of India Regulations and contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy
- **6. "Benefits"** means the Death Benefit, Maturity Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy
- 7. "Company/Us/We/Our" means PNB MetLife India Insurance Co. Ltd
- **8.** "Date of Commencement of risk" means the date on which the risk under the Policy and Riders, if opted, comes into effect and is as specified in the Schedule. The commencement of risk cover on the Life Assured shall depend on the age of the Life Assured on commencement of the Policy.
- **9.** "Date of Inception of the Policy" means the date on which this Policy is issued after We have accepted the risk under the Application. The Date of Inception of the Policy is shown in the Schedule
- 10. "Date of commencement of the Policy" is the same as the Date of Inception of the Policy
- **11.** "Deferment Period" means the period (in complete years) chosen by the policyholder to postpone the Income Payout Period. Deferment period starts after the end of Premium Payment Term. Deferment Period chosen at inception cannot be altered during Policy Term.
- **12. "Grace Period"** means the time granted by Us from the due date for the payment of Installment Premium, without any penalty or late fee, during which time the Policy is considered to be in In-force Status with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the Installment Premium is 15 days, where the Policyholder pays the premium on a monthly basis and 30 days in all other cases.
- **13.** "Guaranteed Maturity Benefit" means the amount payable as Maturity Benefit, calculated as a percentage of the Total Premiums Payable in accordance with Section 3.2.2 of Part C. The Guaranteed Maturity Benefit may vary depending on the Age, Premium Payment Term and the Policy Term.

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- **14. "Income Payout Period"** means the period which shall commence after the end of Premium Payment Term and the Deferment Period (if applicable) chosen by the policyholder.
- **15. "In-force Status"** means a condition during the term of the Policy, wherein the Policyholder has paid all the due premiums under the Policy contract
- **16. "Installment Premium"** means the amount stipulated in the Schedule and paid at regular intervals (yearly/half yearly/quarterly or monthly mode as shall be applicable) by the Policyholder as consideration for acceptance of risk and benefits specified as such in the Policy Document
- 17. "IRDAI" means the Insurance Regulatory and Development Authority of India
- **18.** "Lapse" means a condition wherein the Policy has not acquired Surrender Value and the due premiums have not been paid for at least the first two consecutive Policy Years in full, as required under the Policy, thereby rendering this Policy unenforceable. No benefits will be paid when the Policy is in Lapse status.
- **19. "Life Assured"** means the person, named as such in the Schedule, on whose life, the insurance cover is effected in the terms of this Policy
- 20. "Maturity Benefit" means the benefit payable on maturity i.e. at the end of the Policy Term, as stated in the Schedule at the inception of the Policy
- 21. "Maturity Date / Policy Maturity Date" means the date specified in the Policy Schedule on which the Maturity Benefit is paid to the Policyholder
- **22.** "Nominee" means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Policyholder, to receive the admissible benefits, in the event of death of the Life Assured
- 23. "Non-Participating" means the Policy does not participate in the profits of the participating fund of the Company
- **24.** "Reduced Paid-up/Paid-up status" means a condition during the term of the Policy, wherein the premiums have been paid in full for at least the first 2 consecutive Policy Years, and the remaining due premiums have not been paid, rendering the Policy to continue at a reduced level of benefits, as specified under the Policy
- **25. "Policy"** means this PNB MetLife Guaranteed Future Plan Policy, which is the evidence of the contract between PNB MetLife India Insurance Co. Ltd and You.
- 26. "Policy Anniversary" means the start date of every subsequent Policy Year
- **27. "Policy Document"** means this document, which is the evidence of the contract between PNB MetLife India Insurance Co. Ltd and the Policyholder
- 28. "Policy Term" means the entire term of the policy as specified in the Schedule
- 29. "Policy Year" means a period of 12 consecutive months starting from the Date of Inception of the Policy as stated in the Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter
- **30.** "Policyholder/ Proposer/You" means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law. In the event the Proposer is different from the Life Assured, then the Proposer shall be the Policyholder
- **31. "Premium Payment Term"** means the period or the term of the Policy contract during which the Policyholder is required to pay the premiums with respect to the Policy, to Us

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- **32. "Prevailing rate of interest"** means the applicable rate of interest as declared by the Company from time to time that shall be charged to the Policyholder on specified transactions related to the policy, as specified under the Plan, subject to approval of the IRDA of India
- **33. "Proposal Form"** means a form to be filled in by the prospect in written or electronic or any other format as approved by the Authority, for furnishing all Material Information as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.

Explanation: **Material Information** for the purpose of these regulations shall mean all important, essential and relevant information sought by insurer in the proposal form and other connected documents to enable him to take informed decision in the context of underwriting the risk.

- **34.** "Regulation" means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the IRDA of India from time to time
- 35. "Revival" means restoration of the Policy, which was discontinued due to the non-payment of Installment Premium, with all the benefits mentioned in the Policy Document, with or without Rider benefits if any, upon the receipt of all the Installment Premiums due and other charges/late fee if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting guidelines.
- **36. "Revival Period"** means a period of 5 consecutive years from the date of first unpaid Premium, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of such Premium.
- **37. "Rider"** means the rider terms and conditions that are attached to and form a part of the Policy. The Schedule will specify if any Riders are available and in force under the Policy
- **38. "Schedule"** means the attached Schedule that provides your Policy Benefits, the terms of the contract and details provided by you, along with all its annexes, issued by us for this Policy. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time
- **39.** "Sum Assured on Death" is the amount of benefit payable by Us on death of the Life Assured in accordance with the terms and conditions of this Policy.
- 40. "Surrender" means the complete withdrawal/ termination of the contract in its entirety by the Policyholder
- **41.** "Surrender Value" means an amount, as specified under the Plan, that is payable upon complete withdrawal/termination of the entire Policy by the Policyholder
- **42. "Total Premiums Paid"** means the total Premiums received by Us excluding any extra premium, the premiums paid towards the Riders, if any, and applicable tax and cess.
- **43. "Total Premiums Payable"** means the total of all Premiums payable during Premium Payment Term, excluding any extra premium, frequency loadings on premium, if any, the premiums paid towards the Riders, if any, and applicable tax and cess.
- **44.** "You/Your" means the Policyholder named in the Schedule.

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### 3. Part C

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

## 3.1. Policy Features

PNB MetLife Guaranteed Future Plan is an Individual, Non-linked, Non-participating, Savings, Life Insurance plan that offers assured benefits on death, survival and maturity as listed below. The benefits will be payable subject to the terms and conditions of this Policy, including the Premium Payment Conditions mentioned in this document.

## 3.2. Policy Benefits

#### 3.2.1. Survival Benefit

On survival of the Life Assured until the end of the Premium Payment Term, provided that the Policy is in In-force Status and all due Installment Premiums have been received in full by Us, the following benefit will be payable on each Policy Anniversary following the completion of the Premium Payment Term and deferment period chosen at inception of the policy provided the Life Assured is alive on the due date of each such installment:

**3.2.1.1.** The Guaranteed Income Payouts will be payable at policy anniversaries during the Income Payout period after completion of the premium payment term and deferment period, if chosen. Guaranteed Income payout will be equal to the sum of Annualized Premium paid and accrued Guaranteed Additions. If Single pay is chosen, the Guaranteed Income Payouts will be equal to the Guaranteed Addition.

Guaranteed Additions will start accruing at beginning of every year during the Premium Payment Term.

**3.2.1.2. Booster Additions**, are expressed as percentage of Annualized premium, will be payable in addition to the Guaranteed Income Payout at specified policy anniversaries.

## 3.2.1.3. Income pay-out factors:

The Policyholder will have an option to choose to receive the income payouts under Option 2, 3 and 4 as annual or monthly installments at inception of the policy. The income payout mode once chosen cannot be changed during the policy tenure. The amount of Income Payout shall be as given below:

Annual Income refers to the Guaranteed Income Payouts paid in respect of annual frequency.

Income Payout Frequency	Income Payout Factor
Annual	100% of Annual Income
Half-Yearly	97% of Annual Income x 1/2
Monthly	95% of Annual Income x 1/12

## 3.2.1.4. Income Payout Period:

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The Income payout period will be equal to the Premium Payment Term. The income payout will be start after completion of the

chosen deferment period as mentioned in the table below:

PPT	Deferment period	Policy term	Income Payout period (Income starts from end of specified year till end of policy term)
		15	6 <sup>th</sup>
SP	5	20	6 <sup>th</sup>
		25	6 <sup>th</sup>
	0	14	8 <sup>th</sup>
7	1	15	9 <sup>th</sup>
	2	16	10 <sup>th</sup>
	0	16	9 <sup>th</sup>
8	1	17	10 <sup>th</sup>
	2	18	11 <sup>th</sup>
	0	18	10 <sup>th</sup>
9	1	19	11 <sup>th</sup>
	2	20	12 <sup>th</sup>
	0	20	11 <sup>th</sup>
10	1	21	12 <sup>th</sup>
	2	22	13 <sup>th</sup>
	0	22	12 <sup>th</sup>
11	1	23	13 <sup>th</sup>
	2	24	14 <sup>th</sup>
	0	24	13 <sup>th</sup>
12	1	25	14 <sup>th</sup>
	2	26	15 <sup>th</sup>
	0	26	14 <sup>th</sup>
13	1	27	15 <sup>th</sup>
	2	28	16 <sup>th</sup>
	0	28	15 <sup>th</sup>
14	1	29	16 <sup>th</sup>
	2	30	17 <sup>th</sup>
	0	30	16 <sup>th</sup>
15	1	31	17 <sup>th</sup>
	2	32	18 <sup>th</sup>

### 3.2.1.5. Flexibility to choose the date of benefit payout:

The benefits, as per the option in-force under the policy, will by default be payable on the policy anniversary. Alternatively, the policyholder can choose to receive the benefits on any one date, succeeding the date of issuance, as per their choice.

The Guaranteed Income payout shall accumulate at a compound interest rate per annum equal to 10 Year G-Sec yield prevailing at the respective default date of payout less 200 basis points.

This option needs to be selected at policy inception and cannot be changed during the policy tenure.

## 3.2.2. Maturity Benefit

No maturity benefit is payable if Option 4 – Income + Boosters is in-force under the policy.

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## 3.2.3. Death Benefit

In the event of the unfortunate death of the Life Assured during the policy term provided that the policy is still In-force status on the date of death, the nominee shall receive Death Benefit and the Policy shall terminate.

Sum Assured on Death shall be defined as higher of:

- Basic sum assured (BSA), which is the absolute amount assured to be paid on death.
- Annualised Premium or Single premium multiplied by the Death Benefit Multiple
- 105% of total premiums paid upto the date of death

Death Benefit payable on death shall not be less than {Total Premiums Paid plus accrued Guaranteed Additions plus Booster Additions (if applicable) less Guaranteed Income Payouts made during the Income Payout Period (if any) till date of death}

The Death benefit multiples will vary basis age at entry as mentioned in the table below:

Limite	ed Pay		
Age	Death Benefit Multiple	Age	Death Benefit Multiple
0	13.00	31	11.45
1	12.95	32	11.40
2	12.90	33	11.35
3	12.85	34	11.30
4	12.80	35	11.25
5	12.75	36	11.20
6	12.70	37	11.15
7	12.65	38	11.10
8	12.60	39	11.05
9	12.55	40	11.00
10	12.50	41	10.95
11	12.45	42	10.90
12	12.40	43	10.85
13	12.35	44	10.80
14	12.30	45	10.75
15	12.25	46	10.70
16	12.20	47	10.65
17	12.15	48	10.60
18	12.10	49	10.55
19	12.05	50	10.50
20	12.00	51	10.45
21	11.95	52	10.40
22	11.90	53	10.35
23	11.85	54	10.30
24	11.80	55	10.25
25	11.75	56	10.20
26	11.70	57	10.15
27	11.65	58	10.10
28	11.60	59	10.05
29	11.55	60	10.00
30	11.50		

Single	e Pay		
Age	Death Benefit Multiple	Age	Death Benefit Multiple
0	1.62	31	1.43
1	1.62	32	1.42
2	1.61	33	1.42
3	1.60	34	1.41
4	1.60	35	1.41
5	1.59	36	1.40
6	1.59	37	1.39
7	1.58	38	1.39
8	1.57	39	1.38
9	1.57	40	1.37
10	1.56	41	1.37
11	1.55	42	1.36
12	1.55	43	1.36
13	1.54	44	1.35
14	1.54	45	1.34
15	1.53	46	1.34
16	1.52	47	1.33
17	1.52	48	1.32
18	1.51	49	1.32
19	1.50	50	1.31
20	1.50	51	1.31
21	1.49	52	1.30
22	1.49	53	1.29
23	1.48	54	1.29
24	1.47	55	1.28
25	1.47	56	1.27
26	1.46	57	1.27
27	1.46	58	1.26
28	1.45	59	1.26
29	1.44	60	1.25
30	1.44		

If at the time of death of Life Assured is a minor, death benefit shall be paid to the Policyholder.

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#### 3.3. Other features and benefits

#### 3.3.1. Rider Benefits

You may opt for any of the following Riders on commencement of the Policy or on any Policy Anniversary during the premium payment Term. Each Rider shall be subject to the terms and conditions of that Rider:

- a. **PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03)** This Rider provides additional protection over and above the death benefit under this Policy in the event of the death of the Life Assured in an Accident.
- b. PNB MetLife Serious Illness Rider (UIN: 117B021V03) This Rider provides additional protection over and above the Death Benefit under this Policy in the event of the Life Assured being diagnosed with any of the critical illnesses listed in the Rider.
- In case of the unfortunate death of the Life Assured during the Policy Term and provided the Policy is in In-force Status on the date of death, the Sum Assured on Death plus accrued Guaranteed Additions, if any, as on date of death will be paid.
- II. Rider Sum Assured shall be subject to Sum Assured of Base Policy.
- III. Total premium for all the riders put together shall be subject to maximum of 30% of the premium of the Base Policy.
- IV. The Rider Premium Payment Term cannot be more than the Premium Payment Term of the Base Policy if taken at the outset, or will be less than or equal to the outstanding Premium Payment Term of the Base Policy, if taken subsequently.
- V. When the Base Policy is paid-up, lapsed, surrendered or forfeited, the rider attached to the Base Policy will also terminate immediately. For more details on the rider benefits, features, terms and conditions, please refer to the rider terms and conditions carefully or contact your insurance advisor.
- VI. Rider shall not be offered for policies sourced through POSP channel.

#### 3.4. Premium Payment Conditions

## 3.4.1. Payment of Premium

- (a) Premiums are payable for the entire Premium Payment Term
- (b) You must pay the Installment Premiums on or before the due date specified in the Schedule
- (c) The available premium payment modes under the policy are annual, half yearly and monthly
- (d) All taxes, cesses, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the Installment Premiums to be paid by you
- (e) Collection of advance premium shall be allowed in this Policy provided due premiums are collected in the same financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, we will accept the same for a maximum period of 3 months in advance of the due date of that Installment Premium.

## 3.4.2. Alteration of the Premium payment mode

You may change the premium payment mode provided that You give Us a written request. The change in frequency will be

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applied only from the Policy Anniversary following the date of Your request.

#### 3.4.3. Grace Period

Installment Premium that is not received in full by us by its due date may be paid in full during the Grace Period. Upon the Life Assured's death during the Grace Period, the Death Benefit shall be payable in full in accordance with clause 3.2.2

#### 3.4.4. Rider Premium

Riders will be available, on payment of additional premium over and above the base premium provided conditions on riders (entry age, Policy Term, Premium Payment Term, Sum Assured) are satisfied. Rider premium should be paid on the due date or within the grace period. The mode of rider premium payment shall be same as the mode of premium payment under the Base Plan. The rider premium payment term will be either equal to or lower than the premium payment term of the Base Plan.

## 3.4.5. Premium mode loading / Modal Factors

You may opt to pay premiums by Yearly, Half Yearly, or Monthly mode subject to the minimum annualized premium under each mode. Factors on premium will be applicable as per the table below:

For other than Single Premium payment mode,

- a. The Guaranteed Addition and Booster Addition rates are expressed in terms of Annualized Premium.
- b. The Wealth Additions are expressed in terms of Total Premiums Payable (with respect to Annual mode of premium payment).

Therefore, for other than Single premium and non-annual mode of premium payment,

- a. Modal factors shall be used to derive the Annualized premium
- b. Conversion factors shall be used to derive Total Premiums Payable (based on Annualized Premiums)

Premium Paying Mode	Modal Factors	Conversion Factors
Annual	1	1
Half Yearly	0.5131	1.0262
Monthly	0.0886	1.0632

#### 3.4.6. High Premium Reward

You will be eligible for a higher benefit payout in case of payment of a higher premium amount as mentioned below. High Premium Reward shall be added to the Guaranteed Addition.

## For Limited pay:

Premium Bands (Rs.)	0-29,999	30,000-49,999	50,000-74,999	75,000 & above
High Premium Reward (as a % of Annualized Premium)	0%	4%	8.5%	12%

**For Single Pay:** Additional benefit of 1% shall be added to Guaranteed Addition as High Premium Reward for Single Premium payment of more than Rs.10 Lakhs.

High Premium Reward shall be added to Guaranteed Addition. For example, in case of 10/20 and 1 Lakh premium, additional 12% shall be added to each GAs i.e. 36%+12%=48% shall accrue as Guaranteed Additions over the PPT.

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#### 4. Part D

## **Policy Servicing Conditions**

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

#### 4.1. Free Look Period

Please go through the terms and conditions of your Policy very carefully. If you have any objections to the terms and conditions of your Policy, you may cancel the Policy by giving a signed written notice to us within 15 days (30 days in case the Policy is sold to You through Distance Marketing) from the date of receiving your 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).

## 4.2. Policy loan

After a Surrender Value has been acquired under the Policy and if the Policy is in In-force status, then We may permit You to take a loan under the Policy provided that:

- (a) The proposed loan amount does not exceed 90% of the Special Surrender Value at the end of the current Policy Year less any unpaid Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
- (b) The Policy is assigned to Us absolutely and without any conditions to the extent of the outstanding loan amount. It is understood and agreed that, subject to the provisions of Section 38 and 39 of the Insurance Act 1938, as amended from time to time, this assignment will cancel all nominations and other assignments in force at the time, to the extent of the outstanding loan and interest.

### **4.2.1** If a loan is granted to You, then it is agreed and understood that:

- (a) You shall re-pay the loan in the manner and in the amounts specified by Us at the time of disbursement of the loan:
- (b) The rate of interest to be charged on outstanding loan is taken as the 10 Year G-Sec rate as on 1st of April plus 250 basis points, rounded up to the nearest 50 basis points. However, under special circumstances where the prevailing 10 Year G-Sec rate is changing in excess of 200 basis points from the 10 Year G-Sec rate used for determining the existing interest rate; the company shall review the rate of interest based on the prevailing 10 Year G-Sec rate. Currently, the Company charges a rate of interest of 10% p.a. on outstanding policy loan. The Company shall review the formula for determining rate of interest to be charged on outstanding loan reserves the right to change this interest rate, subject to prior approval from IRDAI.
- (c) Interest on the loan is due at the end of each Policy Year. If the interest amount is not received in full within 30 days of it becoming due, the interest amount will be added to the loan principal amount. The revised loan principal amount (as on the due date of the interest amount) will bear interest at the same rate as the original loan principal;
- (d) You may take any additional loan under the Policy in accordance with this provision provided that the proposed loan amount and the existing loan principal cumulatively do not exceed 90% of the Special Surrender Value at the end of the current Policy Year less any unpaid Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
- (e) If the Life Assured dies before all outstanding loan amounts have been received by Us, then We will deduct an

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amount equal to the outstanding loan amount plus the interest due thereon from the Death Benefit payable under the Policy.

(f) If the outstanding loan amounts have not been received by Us by the Maturity Date, We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Maturity Benefit payable under the Policy.

#### 4.3. Premium Discontinuance

If you discontinue paying premium, your policy will be Lapsed or Paid-Up

#### 4.3.1 Lapse

(a) If all due Installment Premiums for at least the first two consecutive Policy Years are not paid in full, the Policy lapses at the end of the Grace Period and the risk cover, and Rider benefits, if any, will cease immediately.

The lapsed Policy can be reinstated within the Revival Period. No benefits will be payable under the Policy if the Policy is not reinstated in accordance with the provisions stated in Part D.

## 4.3.2 Reduced Paid-Up Value

If a policy has acquired a non-zero surrender value and future due instalment premiums are not paid, the policyholder shall have the option to either surrender the policy or continue it as a paid up policy with reduced benefits.

If the policyholder does not surrender the policy and policy continues with reduced benefits following shall be payable:

Benefits	Payout
Death Benefit	On death of Life assured, Paid-Up Sum Assured on death is payable as lump sum, where Paid-Up Sum Assured on death is defined as higher of;  • Annualized Premium X Death Benefit Multiple X (t / n) • Paid-Up Basic sum assured, which is the absolute amount assured to be paid on death • 105% of total premiums paid up to the date of death Where; Paid-up Basic Sum Assured is defined as Basic Sum Assured X (t / n); and  "t" refers the Number of Installment Premiums paid and "n" refers the Number of Installment Premiums payable during the PPT.  Paid-up Sum Assured on Death shall not be less than Total premiums paid plus Accrued Guaranteed Additions and accrued Booster Additions. The policy cover terminates with the payment of Paid-up
Survival	Sum Assured on Death.
Benefit	No survival benefit is payable if the policy is in Paid-Up status with reduced benefits.
	On Survival of Life Insured till Maturity Date, Reduced Paid-up Sum Assured on Maturity is payable as lump sum at Maturity Date. Reduced Paid-up Sum Assured on Maturity is defined as:
Maturity Benefit	Accumulated Value of each Reduced Paid-up Guaranteed Income Payouts (if applicable) and accrued Booster Additions at compound interest of 5% p.a. from their respective date of income payment till maturity date is payable as lumpsum;
	Where,
	Reduced Paid-up Guaranteed Income Payout is defined as:
	(Total Premiums paid + Accrued Guaranteed Additions) / Number of Instalment Premiums payable

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Benefits	Payout
	The policy cover terminates with the payment of maturity benefit at maturity date.

## 4.4. Surrender

If all due premiums have been paid for at least two consecutive years, the policy shall acquire a Guaranteed Surrender Value.

The policy will be terminated after payment of Surrender value. The Surrender value payable shall be higher of Guaranteed Surrender Value and Special Surrender Value as given below:

## **Guaranteed Surrender Value:**

GSV = {GSV Factor multiplied by Total instalment premiums paid less survival benefits already paid, if applicable, till the date of Surrender}; subject to a minimum of zero.

The GSV Factors are as mentioned below:

### For Limited pay policies:

Policy Term→	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Policy Year of Surrender								-													
1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
2	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
3	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
4	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
5	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
6	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
7	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
8	60.0%	58.0%	56.7%	55.7%	55.0%	54.4%	54.0%	53.6%	53.3%	53.1%	52.9%	52.7%	52.5%	52.4%	52.2%	52.1%	52.0%	51.9%	51.8%	51.7%	51.7%
9	70.0%	66.0%	63.3%	61.4%	60.0%	58.9%	58.0%	57.3%	56.7%	56.2%	55.7%	55.3%	55.0%	54.7%	54.4%	54.2%	54.0%	53.8%	53.6%	53.5%	53.3%
10	80.0%	74.0%	70.0%	67.1%	65.0%	63.3%	62.0%	60.9%	60.0%	59.2%	58.6%	58.0%	57.5%	57.1%	56.7%	56.3%	56.0%	55.7%	55.5%	55.2%	55.0%
11	90.0%	82.0%	76.7%	72.9%	70.0%	67.8%	66.0%	64.5%	63.3%	62.3%	61.4%	60.7%	60.0%	59.4%	58.9%	58.4%	58.0%	57.6%	57.3%	57.0%	56.7%
12	90.0%	90.0%	83.3%	78.6%	75.0%	72.2%	70.0%	68.2%	66.7%	65.4%	64.3%	63.3%	62.5%	61.8%	61.1%	60.5%	60.0%	59.5%	59.1%	58.7%	58.3%
13	0.0%	90.0%	90.0%	84.3%	80.0%	76.7%	74.0%	71.8%	70.0%	68.5%	67.1%	66.0%	65.0%	64.1%	63.3%	62.6%	62.0%	61.4%	60.9%	60.4%	60.0%
14	0.0%	0.0%	90.0%	90.0%	85.0%	81.1%	78.0%	75.5%	73.3%	71.5%	70.0%	68.7%	67.5%	66.5%	65.6%	64.7%	64.0%	63.3%	62.7%	62.2%	61.7%
15	0.0%	0.0%	0.0%	90.0%	90.0%	85.6%	82.0%	79.1%	76.7%	74.6%	72.9%	71.3%	70.0%	68.8%	67.8%	66.8%	66.0%	65.2%	64.5%	63.9%	63.3%
16	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	86.0%	82.7%	80.0%	77.7%	75.7%	74.0%	72.5%	71.2%	70.0%	68.9%	68.0%	67.1%	66.4%	65.7%	65.0%
17	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	86.4%	83.3%	80.8%	78.6%	76.7%	75.0%	73.5%	72.2%	71.1%	70.0%	69.0%	68.2%	67.4%	66.7%
18	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	86.7%	83.8%	81.4%	79.3%	77.5%	75.9%	74.4%	73.2%	72.0%	71.0%	70.0%	69.1%	68.3%
19	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	86.9%	84.3%	82.0%	80.0%	78.2%	76.7%	75.3%	74.0%	72.9%	71.8%	70.9%	70.0%
20	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	87.1%	84.7%	82.5%	80.6%	78.9%	77.4%	76.0%	74.8%	73.6%	72.6%	71.7%
21	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	87.3%	85.0%	82.9%	81.1%	79.5%	78.0%	76.7%	75.5%	74.3%	73.3%
22	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	87.5%	85.3%	83.3%	81.6%	80.0%	78.6%	77.3%	76.1%	75.0%
23	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	87.6%	85.6%	83.7%	82.0%	80.5%	79.1%	77.8%	76.7%
24	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	87.8%	85.8%	84.0%	82.4%	80.9%	79.6%	78.3%
25	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	87.9%	86.0%	84.3%	82.7%	81.3%	80.0%
26	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	88.0%	86.2%	84.5%	83.0%	81.7%
27	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	88.1%	86.4%	84.8%	83.3%
28	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	88.2%	86.5%	85.0%
29	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	88.3%	86.7%
30	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%	88.3%
31	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%	90.0%
32	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	90.0%

## For Single pay policies:

Policy Yea	ear of Surrender	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	> 20
GSV Rate	es	75.0%	75.0%	75.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%	90.0%

### Special Surrender Value (SSV):

The SSV shall be equal to the GSV in policy years 2, 3, 4 and 5. From the 6th policy year onwards, SSV will be computed as described below. Special Surrender Value is the surrender value specified by Us on receipt of a request for surrender and shall be calculated on the following approach using Special Surrender Value Factors:

SSV = {Reduced Paid-up Sum Assured on Maturity x SSV Factors less Guaranteed Income Payouts already paid till date of surrender, if any}; subject to a minimum of zero.

Where,

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Reduced Paid-up Sum Assured on Maturity = {Total Premiums Paid plus Accrued Guaranteed Additions plus Accrued Wealth Additions (if applicable) plus Accrued Booster Additions (if applicable)} till date of surrender

SSV is not guaranteed and the Company can change these SSV factors at any time during the term of the policy, subject to prior approval from IRDAI.

## 4.5. Policy Revival

A Policy that has Lapsed or that has been converted to a Paid-up Policy in accordance with Section 4.4 may be revived during the Revival Period by giving Us written notice to revive the Policy, provided that:

A policy in lapsed or reduced paid-up condition can be revived during the revival period by paying the arrears of installment premiums along with interest at prevailing rate of interest, if any.

The Company may change this interest rate from time to time. Currently, the Company charges 8% p.a. interest on revivals.

The rate of interest is calculated as the 10 Year G-Sec rate as on 1st of April plus 50 basis points, rounded up to the nearest 50 basis points. The Company will review the rate on an annual basis. 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 IRDA of India.

The revival of the policy will be subject to Board approved underwriting Policy. A surrendered Policy cannot be revived.

The Company may revive the lapsed policy by imposing such extra premium as it deems fit as per the Board approved underwriting policy.

In the event of revival of the policy as per terms and conditions stated above, Guaranteed Additions and Booster Additions (if applicable) corresponding to all the installment premiums paid on revival shall accrue in the policy as if the policy had continued without any break.

Process as stated herein shall be followed with respect to benefit payouts:

Revival during PPT: All benefit payouts shall be made when due as if the policy had continued without any break.

Revival after PPT: Sum of all Guaranteed Income Payouts (if any) payable during the period for which the policy was in reduced paid-up status shall be accumulated at 5% interest rate and will be paid as lumpsum upon revival of the policy. The other benefits which fall due subsequently in the policy tenure shall be paid as and when due.

## 4.6. Termination of the Policy

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

- a. Cancellation during Free-look period.
- b. The date of payment of Surrender Value.
- c. At the expiry of the Revival Period, if the Policy has not been revived and provided the said Policy has not been converted into a Reduced Paid-Up Policy in accordance with clause 4.3.2
- d. On payment of the Death Benefit or Maturity Benefit, whichever applicable.
- e. On return of eligible premium/surrender value under suicide clause.

5. Part E

Not applicable



#### 6. Part F

### **General Terms & Conditions**

The following general terms and conditions are applicable to your Policy. If you wish to change the nomination or assign the Policy or update your/Nominee's address or other contact details in our records, you should do so only through the forms prescribed by us for these purposes. These forms are available at our offices or may be obtained from your financial advisor or can be downloaded from our website www.pnbmetlife.com

#### **6.1.** Nomination

Nomination should be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure A to this Policy for your reference. Nomination of this Policy is not applicable if the Policy has been executed under Section 6 of the Married Women's Property Act 1874

## 6.2. Assignment

Assignment should be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure A to this Policy for your reference. Assignment of this Policy is not applicable if the Policy has been executed under Section 6 of the Married Women's Property Act 1874.

### 6.3. Claims Procedure

We will not be obliged to make any payment of the Death Benefit unless and until we have received all of the information and documentation we request, including but not limited to:

- a. The original Policy document;
- b. The claim form prescribed by us, duly completed;
- c. The official death certificate issued by a competent governmental authority
- d. First Information Report, police inquest report and a post-mortem report where the Life Assured's death is due to an unnatural cause:
- e. Proof of title to the Policy where applicable;
- f. Nominee/Appointee/legal heir identification and address proof as per regulatory requirements.
- g. The discharge voucher prescribed by Us, duly completed

## 6.4. Maturity Benefit Payout Procedure

We will not be obliged to make any payment of the Maturity Benefit unless and until we have received all of the information and documentation we request, including but not limited to:

- a. The original Policy document;
- b. The duly completed claim form prescribed by us.
- c. The duly completed discharge voucher prescribed by us.

## 6.5. Taxation

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

## 6.6. Currency & Place of Payment

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

#### **6.7.** Fraud and Misstatement

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

6.8.

#### 6.8.1. Suicide Exclusion

If the Life Assured's death is due to suicide within Twelve months from the Date of Commencement of Risk or from the Date of Revival of the Policy as applicable, the Nominee of the Policyholder shall be entitled to receive at least 80% of the Total Premium Paid and received by Us till the date of death of the Life Assured or Surrender Value available as on the date of death of the Life Assured, whichever is higher, provided the Policy is in Inforce status. We shall not be liable to pay any interest on this amount.

6.8.2. Waiting Period for policies sourced through POSP: For policies sourced through Point of Sales Persons (POSP), a Waiting Period of 90 days will be applicable from date of acceptance of risk (date of commencement as shown in policy schedule). In the event of death within Waiting Period, 100% of Total Premiums Paid shall be payable to the nominee. The Waiting period will not be applicable in case of Accidental death.

## 6.9. Proof of Age

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

- a. If the actual age of Life Assured proves to be higher than what is stated in the Application, the Basic Sum Assured will be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated. The Policy will continue to be in force;
- b. If the actual age proves to be lower than what is stated in the Application, the premium paid in excess will be refunded to you without interest or may be adjusted towards future premium. The Policy will continue to be in force
- c. If the Life Assured's actual age is such that it would have made him/her ineligible for the insurance cover stated in the Policy, we reserve the right to take such action as may be deemed appropriate including cancellation of the

Policy upon payment of the Surrender Value.

6.10. Vesting on attaining age of majority

If the Policy has been issued on the life of a minor, the Policy will automatically vest in him/her on his/her attaining majority (eighteen years) and thereafter the Life Assured would be the Policyholder and the Company shall enter into all correspondence directly with him. Any assignment or nomination of the Policy contrary to this provision would be null and

void against the Us.

**6.11.** Loss of the Policy Document

If the Original Policy Document is lost or destroyed, a duplicate policy document shall be issued upon receipt of a written request from You subject to submission of affidavit-cum-indemnity in the format prescribed by Us on stamp paper of value of Rs. 200. Please note that stamp laws are subject to amendments made thereto from time to time. Upon the issuance of a

duplicate Policy, the original Policy Document will cease to have any legal force or effect.

6.12. Policyholder's Rights

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

downloaded from our website www.pnbmetlife.com.

**6.13.** Travel, Residence & Occupation

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

occupation.

6.14. Governing Law & Jurisdiction

The terms and conditions of the Policy shall be governed by and be interpreted in accordance with Indian law and all disputes and differences arising under or in relation to the Policy shall be subject to the sole and exclusive jurisdiction of the

jurisdictional courts in India.

**6.15.** Our Address for Communication

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

PNB MetLife India Insurance Co. Ltd,

Unit No. 101, First Floor, Techniplex I,

Techniplex Complex, Off Veer Savarkar Flyover,

S.V. Road, Goregaon (West),

Mumbai - 400 062, Maharashtra

### 7. Part G

#### **GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS**

#### 7.1. Grievance Redressal Mechanism

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

#### Level 1

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

- Call 1800-425-69-69 (Toll free)
- Email at 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

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

#### Level 2:

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

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

PNB MetLife India Insurance Co. Ltd,

Unit No 32,3rd Floor, Tower 3, Worldmark,

Maidawas Sector - 65, Gurugram, Haryana - 122018

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

## Level 3:

If You are not satisfied with the response or do not receive a response from Us within fifteen (15) days, You may approach the Bima Bharosa Shikayat Nivaran Kendra on the following contact details:

- Online: You can register Your complaint online at https://bimabharosa.irdai.gov.in or refer IRDAI website for more details.
- By Post: You can write Your complaints to

Consumer Affairs Department Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,

Nanakramguda, Gachibowli, Hyderabad – 500032, Telangana

By E-mail: E-mail ID: <u>complaints@irdai.gov.in</u>

By Phone: 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;
- any partial or total repudiation of claims by Us;
- 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 the 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 IRDA of India from time to time or the terms and conditions of the Policy, in so far as they relate to issues mentioned above.
- 1) The complaint should be made in writing duly signed by You, Nominee, Assignee or by Your legal heirs with full name, address and contact information of the complainant, the details of our branch or office against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. Per Rule 14(3) of the Insurance Ombudsman Rules, 2017 (Rules), a complaint to the Insurance Ombudsman can be made if the complainant makes a written representation to the Insurer and either the Insurer rejected the complaint or the complainant did not receive any reply within one month after the Insurer received the complaint, or the complainant is not satisfied with the reply given to him by the Insurer. Further, such a complaint to the Insurance Ombudsman can be made and filed, within 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 Insurance Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the Insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these Rules.
- 3) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

## 7.2. List of Insurance Ombudsman

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

Office Details	Jurisdiction of Office Union Territory, District)
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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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@cioins.co.in	Karnataka.
BHOPAL - Office of the Insurance Ombudsman, , 1st Floor, "Jeevan Shikha", 60- Bs, Hoshangabad Road , Opp. Gayatri Mandir , Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
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 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).

Office Details	Jurisdiction of Office Union Territory, District)
Email: bimalokpal.chennai@cioins.co.in	
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@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
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@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

Office Details	Jurisdiction of Office Union Territory, District)
LUCKNOW - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
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.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.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, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Office of the Insurance Ombudsman,2 <sup>nd</sup> Floor, North wing, Lalit Bhavan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
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@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

#### Annexure A

## Section 39, Nomination by policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

- 01. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 02. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment to be laid down by the insurer.
- 03. Nomination can be made at any time before the maturity of the policy.
- 04. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 05. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 06. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 07. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 08. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 09. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13. Where the policyholder whose life is insured nominates his a. parents or b. spouse or c. children or d. spouse and children e. or any of them the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in

favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer the Insurance Laws (Amendment) Act 2015 notified in the Official Gazette on 23rd March 2015 for complete and accurate details.



Individual, Non - Linked, Non-Participating, Savings, Life Insurance Plan

## Section 38, Assignment and Transfer of Insurance Policies

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

- 01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 02. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is a. not bonafide or b. not in the interest of the policyholder or c. not in public interest or d. is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR b. where the transfer or assignment is made upon condition that i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR ii. the insured surviving the term of the policy Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and b. may institute any proceedings in relation to the policy c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.
- [ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Laws (Amendment) Act 2015 notified in the Official Gazette on 23rd March 2015 for complete and accurate details.

### Section 45, Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015 are as follows:

- 01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from a. the date of issuance of policy or b. the date of commencement of risk or c. the date of revival of policy or d. the date of rider to the policy whichever is later.
- 02. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from a. the date of issuance of policy or b. the date of commencement of risk or c. the date of revival of policy or d. the date of rider to the policy whichever is later. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
- 03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy: a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true; b. The active concealment of a fact by the insured having knowledge or belief of the fact; c. Any other act fitted to deceive; and d. Any such act or omission as the law specifically declares to be fraudulent.
- 04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 09. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be

applicable for questioning age or adjustment based on proof of age submitted subsequently.

[ Disclaimer : This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to the Insurance Laws (Amendment) Act 2015 notified in the Official Gazette on 23rd March 2015 for complete and accurate details.

