#### PNB MetLife Complete Care Plus (UIN 117N093V06) – Policy Terms and Conditions (EE)

Non-linked, Non-participating one year renewable Group Term Assurance Plan

PART A

#### YOUR WELCOME LETTER

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

[Address]

<Mobile number>

<Policy No> <Sourcing Branch>

<Mobile number>

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

Welcome to PNB MetLife Family. Thank you for purchasing a PNB MetLife group product and showing your faith and confidence in us. At PNB MetLife, we believe in putting customer first. We endeavor to provide products that meet your needs and constantly support it with superior customer service.

PNB MetLife brings together financial strength, credibility and reliability of MetLife Inc, one of the leading global provider 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 Double Sure that you have chosen the right partner for life.

Please find enclosed the Group Policy Document, Customer Information Sheet along with other related information, including a copy of your Proposal Form. Some key details of your Group Policy are:

Group Policyholder	[x]	Type of Group	[Employer-Employee]
Group Policy Number Name of the Plan	<pre><group no="" policy=""> PNB MetLife Complete Care</group></pre>	Premium Received	Rs. XXXXX.XX
	Plus [Annually renewable]		

**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 this Group Policy, you may cancel the Group Policy by giving a signed written notice to us within 30 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).

We value your patronage and are committed to offering you the best services always. 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 details of Agent/Broker/Corporate Agent for your policy is also mentioned below.

Channel	< <xx>&gt;</xx>		
Name	Valued Advisor	Code	XXXXXX
E-Mail ID	valuedadvisor@pnbmetlife.co.in	Mobile	XXXXXXX
		/Landline No.	

Yours Sincerely,

PNB MetLife India Insurance Co. Ltd.

#### PNB MetLife Complete Care Plus (UIN 117N093V06) – Policy Terms and Conditions (EE)

Non-linked, Non-participating one year renewable Group Term Assurance Plan

[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	Email Us at	Visit	Visit your nearest PNB			
(Toll Free)	indiaservice@pnbmetlife.	www.pnbmetlife.com to	MetLife Office. Our address			
	co.in	manage your policy	details are available on			
		online. Register online	www.pnbmetlife.com			
		using your Customer ID				
		& Policy No.				

#### **GROUP POLICY PREAMBLE**

## [PNB MetLife Complete Care Plus] Non-linked, Non-participating one year renewable Group Term Assurance Plan

This is a contract of insurance between You and PNB MetLife India Insurance Company Limited. This contract of insurance has been effected on receipt of the due premiums/ premium deposit and is based on the details provided in the Application 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 **Group Policy Schedule** below.

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 or error, please return the Policy document to Us in order that We may rectify the mistake/error.

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

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

## **GROUP POLICY SCHEDULE**

Name of the Plan	[PNB MetLife Complete Care Plus]
Nature of the Plan	[Non-linked, Non-participating one year renewable Group Term Assurance Plan]
UIN	117N093V06

Group Policy	Date of Issue	Issuing office	
number	issue	office	

## 1. Details of the Group Policyholder

Name of the Group Policyholder

## 2. Group Policy Details

Date of Inception of the Group Policy	
Annual Renewal Date	
Term of Cover	One year from the Date of Inception of the Group Policy
Free Cover Limit / Risk Cover Limit	
Base Plan	PNB MetLife Complete Care Plus
Riders Applicable	7
Number of lives (At inception)	
Initial Premiums Received	Rs.
Initial Coverage Amount per	<sum assured="" coverage="" flat="" for=""></sum>
Member	<sum assured="" category="" coverage="" each="" for="" graded=""></sum>
Initial Total Coverage Amount	Rs.
Premium Due Dates	
Definition of Insured Member	
Risk Ceasing Age	

## PNB MetLife Complete Care Plus (UIN 117N093V06) – Policy Terms and Conditions (EE)

## Non-linked, Non-participating one year renewable Group Term Assurance Plan

Eligibility Criteria	
Special Provisions	Accelerated Benefit Options <yes> / <no> Waiting Period <applicable> / <not applicable=""></not></applicable></no></yes>

3. Coverage Structure

Grade Description	Base Plan	MetLife Group ADB Plus	MetLife Group SI (only for Employer Employee)	MetLife Group APTD Plus	MetLife Group APPD Plus
Employee / Member Cover		-	-		-

## 4. Contribution: Premiums to be borne by

Contribution	Grade Name	Base Plan	MetLife	MetLife	MetLife	MetLife
			Group	Group SI	Group	Group
			ADB	(only for	<b>APTD Plus</b>	APPD Plus
			Plus	EE)		
			-	-	-	-
			-	-	-	-

<sup>\*</sup>PH: Group Policyholder, IM: Insured Member

## 5. Details of Agent/Corporate Agent/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

#### **6.** Premium Details

Premium payment type	[Regular Premium]
Premium amount Goods & Service Tax/cess*	Rs. <>
Total premium amount	Rs. <>

PNB MetLife Complete Care Plus (UIN 117N093V06) – Policy Terms and Conditions (EE)

Non-linked, Non-participating one year renewable Group Term Assurance Plan

\*Includes Goods & Service Tax at prevailing rates. Premium rates are subject to change in case of any variance in the present tax rates or in the event of any new or additional tax/levy being made applicable/ imposed on the premium(s) by competent authority, the same would be borne by the **Group Policyholder**.



Non-linked, Non-participating one year renewable Group Term Assurance Plan

PART - B

#### **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. Accelerated Benefit Option means the option where, if in force, 100% of the Sum Assured is paid by Us, upon an Insured Member being diagnosed with a Terminal Illness.
- 2. Age means the age as of last birthday.
- 3. 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.
- 4. Annual Renewal Date means the date on which the Group Policy is due for renewal as stated in the Group Policy Schedule.
- 5. Authority means the Insurance Regulatory and Development Authority of India
  - Date of Inception of the Group Policy means the date on which this Group Policy is issued after We have accepted the risk under the Application. The Date of Issue is shown in the Schedule.
- 6. Effective Date of Coverage is same as the Date of Inception of the Group Policy
- 7. Eligible Member means a person who meets and continues to meet all the eligibility criteria specified in the Group Policy Schedule.
- 8. Free Cover Limit means insurance coverage provided by Us based on the risk characteristic of the group under all group policies issued to a Group Policyholder upon satisfying Our eligibility criteria. The Free Cover Limit amount is stated in the Group Policy Schedule.
- 9. Group Policy shall mean this this contract of insurance, as evidenced by the Policy Document
- **10. 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.
- 11. Insured Member means an Eligible Member who is named as a person insured in the Group Policy Schedule.
- **12. Nominee** means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time to receive the benefits under the **Group Policy** in respect of the **Insured Member**.
- 13. Policy Document means this Group Policy, any endorsements in this document issued by Us, the Group Policy

Schedule, the Application and the Annexure.

- **14. 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**.
- **15. Premium Due Date** means the date on which the **Premium** becomes payable as stated in the **Group Policy Schedule**.
- **16. Proposal Form** means a form in written or electronic or any other format permitted by the Authority, is completed by the prospect Group Policy Holder prior to issuance of this Policy for furnishing the material information and disclosures about the underlying risk inclusive of any annexures or supplementary information submitted to the Company to effect this Group Policy.
- 17. Rider means the insurance cover(s) added to a base product for additional premium or charge. The **Group Policy**Schedule will specify if any **Riders** are available and in force under the **Group Policy**.
- **18. Rider benefits** means an amount of benefit payable on occurrence of a specified event covered under the rider, and is an additional benefit to the benefit under the base product.
- 19. Sum Assured means the amount that We promise to pay upon the death of an Insured Member covered under this Group Policy.
- **20. Terminal Illness** means advanced or rapidly progressing incurable illness (excluding AIDS) certified by an attending consultant and **Our** Chief Medical Officer to the effect that life expectancy of the **Insured Member** is not greater than 6 months.
- 21. We, Us or Our means PNB MetLife India Insurance Company Limited.
- 22. You or Your means the Group Policyholder named in the Group Policy Schedule.

PART - C

Non-linked, Non-participating one year renewable Group Term Assurance Plan

#### POLICY FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

#### 1. Policy Features

**PNB MetLife Complete Care Plus** is a non-linked, non-participating one year renewable Group Term Assurance Plan. This **Group Policy** offers the benefits listed below and is renewable annually. 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

#### 2.1. **Death Benefit for Insured Members**

On the occurrence of the death of an **Insured Member** when the **Group Policy** is in force **We** will pay the **Nominee** the **Sum Assured** unless the **Sum Assured** has already been paid to the **Nominee** under the **Accelerated Benefit Option**.

#### 2.2. Accelerated Benefit Option

This benefit will be available only if the **Group Policy Schedule** specifies that the **Accelerated Benefit Option** is in force for the **Insured Member**.

On the **Insured Member** being diagnosed with a **Terminal Illness** when the **Group Policy** is in force **We** will pay the **Insured Member** the **Sum Assured**. Upon such payment of **Sum Assured**, the coverage of such **Insured Member** shall cease under the **Group Policy** and no further payment shall be made by **Us** upon the death of the **Insured Member** at a later date.

If the **Sum Assured** has been paid in respect of an **Insured Member** under the **Accelerated Benefit Option**, the **Insured Member** will be included as an **Insured Member** under the **Group Policy** on the next **Annual Renewal Date** only if the inclusion of that person as an **Insured Member** is in accordance with **Our** Board approved underwriting policy.

#### 3. Premium Payment Conditions

#### 3.1. **Premium rate**

For **Insured Member(s)** with coverage above the **Free Cover Limit**, the final **Premium** rate(s) and **Premium** shall be determined after completion of the Individual Underwriting for the **Insured Member(s)**, and such final **Premium** rate shall be applicable only on the **Sum Assured** above the **Free Cover Limit** as stated in the **Group Policy Schedule**.

#### 3.2. **Payment of Premium**

Non-linked, Non-participating one year renewable Group Term Assurance Plan

You shall pay the **Premium** in full by the **Premium Due Date** and in any event before the expiry of the grace period (a period of 15 days if the **Premium** is payable monthly and a period of 30 days if the **Premium** is payable in quarterly or half-yearly mode. If the **Premium** is not received in full at the expiry of the grace period, the **Group Policy** shall lapse and insurance cover under this **Group Policy** for all **Insured Members** shall forthwith terminate. Upon the **Insured Member's** death during the grace period, the benefits under this **Group Policy** shall be payable in full. For any new **Insured Member** covered by this **Group Policy**, a proportionate **Premium** shall be charged from the day he becomes an **Insured Member**, up to the next **Annual Renewal Date** or the next **Premium Due Date** whichever occurs first. Insurance cover for such **Insured Members** shall not commence unless such proportionate **Premium** is paid to **Us**.

Non-linked, Non-participating one year renewable Group Term Assurance Plan

PART - D

#### **GROUP POLICY SERVICING CONDITIONS**

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

#### 1. Free Look Period

- 1.1. You have a period of 30 days from the date of receipt of the Group Policy to review the terms and conditions of this Group Policy. If You have any objections to the terms and conditions, You may cancel the Group Policy by giving written notice to Us stating its reasons for objection and You will be entitled to a refund of the Premium received subject to a deduction of proportionate risk premium for the period of cover, expenses incurred on medical examination of the Insured Members (if any) and the stamp duty charges. All rights under this Group Policy shall immediately stand extinguished at the cancellation of the Group Policy.
- 1.2. 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 may cancel his coverage under the **Group Policy** by giving **Us** a written notice within 30 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. Revival

The **Group Policy** may be revived within the earlier of 60 days from the date of lapse or within the next **Annual Renewal Date** provided that **You** give **Us** written notice for revival along with the due **Premium** in full. The **Group Policy** will be revived in accordance with **Our** Board approved underwriting policy.

#### 3. Group Policy Renewal

- 3.1. This **Group Policy** shall be renewed on mutually agreed terms, on the **Annual Renewal Date**.
- 3.2. If You decide to renew the Group Policy with Us, You shall communicate the decision to Us in writing before the Annual Renewal Date and You shall make the payment towards applicable renewal Premium on the Annual Renewal Date.

#### 4. New Members Addition

After the Date of Inception of the Group Policy or the Annual Renewal Date, an Eligible Member shall become an Insured Member only after due intimation to Us and submission of all information and details in the form and manner specified by Us provided coverage of such Insured Member shall commence in

Non-linked, Non-participating one year renewable Group Term Assurance Plan

accordance with **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.

#### 5. Loan

Loans are not available under this **Group Policy**.

#### **6.** Claims Procedure

Written notification of a claim shall be given to **Us** along with following information and documentation within 90 days of the death of an **Insured Member** or as soon thereafter as is reasonably possible:

- a) Claim form duly filled and signed by the Nominee in PNB Metlife Format
- b) Copy of valid death certificate issued by a competent government authority
- c) Photo identity proof, Current address proof, PAN card/Form 60 of the Nominee.
- d) Cancelled cheque / Copy of bank passbook of Nominee
- e) Leave records of the Insured Member.
- f) Certificate that that the Insured Member was a member of Your group at the time of the death of Insured Member
- g) Grade Confirmation letter or Salary Confirmation letter of the insured member in PNB Metlife prescribed format
- h) Photo identity proof, Current address proof, PAN card/Form 60 of the Nominee
- i) Cancelled cheque /Copy of bank passbook of the Nominee
- j) Legal heir/succession certificate in case of absence of nominee
- k) Last attending physician's certificate, in PNB Metlife format if the death of the Insured Member is due to a natural cause.
- 1) First Information Report /Police inquest report and postmortem report if the death of the Insured Member is due to an unnatural cause.

The above list is only indicative. We may call for additional documents/information, if necessary. Note: In the event of there being a delay in intimation of a claim to us beyond such period as specified in the policy, due to reasons beyond the control of the insured/claimant, we may condone such delay on merits

Written notification of claims for payment of the **Accelerated Benefit Option** shall be given to **Us** along with following information and documentation within 90 days of the **Insured Member** being conclusively diagnosed with the **Terminal Illness** or as soon thereafter as is reasonably possible:

- (a) Claim form duly filled and signed by the Nominee in PNB Metlife Format
- (b) Leave records of the **Insured Member**.
- (c) Declaration and certificate that that the Insured Member is a member of Your group at the time of the conclusive diagnosis of the Terminal Illness.
- (d) Last attending physician's certificate, in the format provided by the Us.
- (e) Certification of the details of the **Nominee** (if any).
- (f) 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.

#### 7. Provision of Information

You shall furnish Us with all particulars relevant to the Group Policy and to the operation of this Group Policy and the particulars so furnished may be accepted by Us as conclusive. You shall also furnish the relevant particulars to Us upon an Insured Member or a Nominee becoming entitled to receive the benefits under the Group Policy, and We shall pay the appropriate benefits. Proof of existence and identity of the Insured Member or the Nominee, as the case may be shall be furnished to Us before the payment of benefit is made.

#### 8. Termination of the Group Policy

- a. Coverage under this **Group Policy** for all **Insured Members** shall terminate on the occurrence of the earliest of the following:
  - (a) Expiration as a result of non-payment of **Premium** due within the grace period or non-payment of renewal **Premiums** on the **Annual Renewal Date** as set out in **Part C**.
  - (b) Termination of the **Group Policy** by the **Group Policyholder**. **You** may terminate this **Group Policy** by giving **Us** at least 30 days written notice. If the **Group Policy** is terminated by **You**, 100% of the **unexpired** risk **Premium** shall be refunded without interest, provided however in the event of such termination, the **Insured Member(s)** shall have the option to continue the risk cover on an individual basis till the expiry of the coverage.
- b. Coverage of an **Insured Member** shall terminate automatically on the occurrence of earliest of the following:
  - (a) The **Insured Member's** death;
  - (b) Settlement of an **Accelerated Benefit Option** claim in respect of the **Insured Member** (if applicable);
  - (c) The date the **Insured Member** ceases to be an **Eligible Member** or resigns / retires / voluntarily withdraws from the membership.

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

PART E

Not Applicable



#### PART F

#### **GENERAL TERMS & CONDITIONS**

The following general terms and conditions are applicable to Your Group Policy.

1. Assignment as per Section 38 of the Insurance Act 1938:

Assignment of policy by the **Insured Member** shall be as per the Section 38 of Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of **Section 38** is enclosed in **Annexure** for your reference.

2. Nomination as per Section 39 of the Insurance Act, 1938:

The **Insured Member** may nominate **Nominee**(s) or change an existing **Nominee** before the completion of **Policy Term** in accordance with and subject to the 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 in **Annexure** for your reference

- 3. Commencement of Insurance Coverage for Insured Members
  - 3.1. For **Insured Members** whose total sum assured under all group policies held by the **Group Policyholder** with **Us** is less than or equal to the **Free Cover Limit**, the insurance coverage under this **Group Policy** shall commence on the **Effective Date of Coverage**.
  - 3.2. For an **Insured Member** whose total sum assured under all group policies with **Us** is greater than the **Free Cover Limit**, insurance coverage up to the **Free Cover Limit** shall commence on the later of the **Effective Date of Coverage** or the date of written acceptance by **Us** of evidence of satisfaction of **Our** tests of insurability in accordance with **Our** board approved underwriting policy. Eligibility of the **Insured Member** for receiving coverage for the **Sum Assured** above the **Free Cover Limit** shall be determined after completion of the Individual Underwriting and coverage for such amount shall commence only from the date of written acceptance by **Us**.
  - 3.3. If Individual Underwriting cannot be completed due to the **Insured Member**'s inability to complete the process within the time period specified by **Us**, or **We** decline coverage for the **Sum Assured** above the **Free Cover Limit** based on the results of the Individual Underwriting, the **Sum Assured** of such **Insured Member** shall be restricted to the **Free Cover Limit**.

For the purpose of this provision, 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

Non-linked, Non-participating one year renewable Group Term Assurance Plan

approved underwriting policy.

#### 3.4. Increase or Decrease in Insurance Coverage of Insured Members

The **Sum Assured** with respect to an **Insured Member** may be increased or decreased during the term of the **Group Policy** due to change in the employment status of the **Insured Member**. **We** and **You** can mutually agree in writing on such other rules for the purpose increasing or decreasing the **Sum Assured** to the **Insured Member**.

For an **Insured Member**, whose total sum assured under all group policies held by the **Group Policyholder** with **Us** after an increase in **Sum Assured** is less than the **Free Cover Limit**, the increased cover shall take effect on the date the **Insured Member** becomes eligible for the increased coverage based on the rules as agreed by Us.

For an **Insured Member**, whose total sum assured under all group policies held by the **Group Policyholder** with **Us** after an increase in **Sum Assured** is greater than the **Free Cover Limit**, the eligibility of the **Insured Member** for the portion of the increased **Sum Assured** in excess of the **Free Cover Limit** shall be determined in accordance with the Individual Underwriting process set out above.

#### 4. Payment to Nominees

Upon the intimation of claim to **Us** by **You** in the manner prescribed under Clause 7 in Part D of this **Policy Document** and after **Our** scrutiny of the documents and satisfaction of the bonafides of the claim, **We** shall pay the **Sum Assured** under the **Group Policy** to the **Nominee(s)** and/or the **Appointee**, as the case may be, and shall stand discharged of **Our** obligation under the **Group Policy**.

#### 5. Exclusions:

#### 5.1. Suicide Exclusion

If an Insured Member's death is due to suicide within 12 months from the date of joining the Group Policy, Our liability to make payment under the Group Policy will be limited to refunding 80% of the Premium received in respect of the Insured Member, without interest. Suicide exclusion will be applicable only for a period of 1 year from the date of joining of a member in the scheme and shall not be reimposed upon continuous renewal of the member's coverage in Group Policy.

This suicide exclusion will not be applicable if:

(a) the group enrolled for this **Group Policy** is shifting from another life insurer or PNB MetLife Complete Care Plus – Policy Terms and Conditions (EE) – UIN: 117N093V06

Non-linked, Non-participating one year renewable Group Term Assurance Plan

(b) the group has enrolled for this Group Policy for the first time, provided all employees

compulsorily participate under the **Group Policy**.

5.2. Waiting Period:

Waiting period of 30 days shall apply for all groups where the membership is voluntary in nature. The

Company will not be liable to make benefit payment under the policy if the death occurs (other than

accident) during the waiting period of 30 days. Waiting period applies at individual member level

from the member's date of joining. It is applied only once upon inception of cover and is not re-

imposed again upon continuous renewal of cover.

6. **Taxation** 

Any tax benefits under the Group Policy shall be in accordance with the prevailing laws relating to

taxation in India and any amendments thereto from time to time. We reserve the right to deduct charge

or recover taxes or applicable duties in accordance with applicable law from any payments received or

made under or in relation to the **Group Policy**. Tax benefits are subject to change.

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** for your reference.

8. Address for communications

All notices and communications with respect to this Group Policy shall be sent to Us at following

address:

PNB MetLife India Insurance Company Limited,

1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West),

Mumbai - 400062.

**Call us** Toll-free at 1-800-425-6969

Website: www.pnbmetlife.com,

Email: indiaservice@pnbmetlife.co.in

9. **Loss of the Group Policy document** 

If the **Group Policy** is lost or destroyed, a duplicate **Group Policy** document shall be issued upon receipt

of a written request from You subject to submission of affidavit-cum-indemnity in the format prescribed

Non-linked, Non-participating one year renewable Group Term Assurance Plan

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 issue of a duplicate policy document, the original shall cease to have any legal force or effect. **You** agree that **You** shall indemnify and hold **Us** free and harmless from and against any claims or demands that may arise under or in relation to the original **Group Policy** document.

#### 10. 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.

#### 11. Travel, Residence & Occupation

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

## 12. 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.

Non-linked, Non-participating one year renewable Group Term Assurance Plan

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)
- Email at indiaservice@pnbmetlife.co.in
- Write to

**Customer Service Department,** 

1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover,

Goregaon (West), Mumbai – 400062.

- Online through our website <u>www.pnbmetlife.com</u>
- 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 <a href="mailto:gro@pnbmetlife.co.in">gro@pnbmetlife.co.in</a> or
- Send a letter to

**Grievance Redressal Officer** 

PNB MetLife India Insurance Co. Ltd,

Unit 302, 3rd Floor Tower 3

Worldmark, Maidawas Sector 65, Gurugram, Haryana - 122018

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.

#### <u>Level 3:</u>

PNB MetLife Complete Care Plus – Policy Terms and Conditions (EE) – UIN: 117N093V06

Non-linked, Non-participating one year renewable Group Term Assurance Plan

In case you are not satisfied with the decision from above offices or do not receive a response from us within 15 (fifteen) days, you may contact the Bima Bharosa Shikayat Nivaran Kendra on the following contact details:.

- Online: You can register your complaint online at <a href="http://www.igms.irda.gov.in">http://www.igms.irda.gov.in</a>
- 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

• By E-mail: E-mail ID: <a href="mailto:complaints@irda.gov.in">complaints@irda.gov.in</a>

• By Phone: 1800 4254 732

In case You are not satisfied with the decision/resolution, You may approach the Insurance Ombudsman at the following link: <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a>, if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
- Delay in settlement of claim;
- Dispute with regard to premium; 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.

Non-linked, Non-participating one year renewable Group Term Assurance Plan

#### **List of Insurance Ombudsman**

[Note: A list of Insurance Ombudsman is set out below. Please refer to https://www.cioins.co.in/Ombudsman 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 Chhattisgarh.
BHUBANESHWAR - Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
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 - 4646394 / 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.	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).

Non-linked, Non-participating one year renewable Group Term Assurance Plan

Office Details	Jurisdiction of Office Union Territory, District)
Tel.: 044 - 24333668 / 2433678 Email: bimalokpal.chennai@cioins.co.in	
<b>DELHI -</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	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: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	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 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
KOCHI - Office of the Insurance Ombudsman, 10 <sup>th</sup> Floor, Jeevan Prakash, LIC Building, Opp. To Maharaja's College, M. G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 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 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

PNB MetLife Complete Care Plus – Policy Terms and Conditions (EE) – UIN: 117N093V06

Non-linked, Non-participating one year renewable Group Term Assurance Plan

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 – 4002082/3500613 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.: 69038800/27/29/31/32/33 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, 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.: 020-24471175 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region),

Non-linked, Non-participating one year renewable Group Term Assurance Plan

#### Annexure A

#### 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.

#### Non-linked, Non-participating one year renewable Group Term Assurance Plan

- 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) 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.]

Non-linked, Non-participating one year renewable Group Term Assurance Plan

#### **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).

Non-linked, Non-participating one year renewable Group Term Assurance Plan

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.

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Non-linked, Non-participating one year renewable Group Term Assurance Plan

#### 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 mis-statement 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

#### Non-linked, Non-participating one year renewable Group Term Assurance Plan

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) 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...]