Individual, Non – Linked, 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 along with Benefit Illustration, Customer Information Sheet, other related information and a copy of Your Proposal From. Please preserve these documents as they 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 30 days from the date of receipt of Policy Document, whether received electronically or otherwise, stating the reasons for Your objection, provided no claims has been made under this Policy. In such an event, irrespective of the reason for cancellation, You will be entitled to a refund of the Installment Premium paid, subject to a deduction of proportionate risk premium for the period of cover and the expenses, if any, incurred on medical examination and stamp duty charges.

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.

| Channel   | < <xx>&gt;</xx>   |                  |                          |
|-----------|---|------------------|--------------------------|
| Name      | < <valued advisor="">&gt;</valued>                                      | Code             | < <xxxxx>&gt;</xxxxx>    |
| E-Mail ID | < <valuedadvisor@pnbmetlife.co.in>&gt;</valuedadvisor@pnbmetlife.co.in> | Mobile/ Landling | e< <xxxxxx>&gt;</xxxxxx> |

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

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

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:       |  |                    |  |  |  |  |  |
|---|--|--------------------|--|--|--|--|--|
| <b>Call</b> us at <b>1800-425-6969</b> (Toll Free) (8am -8pm) | Email Us at indiaservice@pnbmetlifeco.in | manage Your Policy | Visit Your nearest PNB MetLife Office. Our address details are available on www.pnbmetlife.com |  |  |  |  |



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# LIFE INSURANCE CUSTOMER INFORMATION SHEET / KNOW YOUR POLICY

This document provides key information about Your Policy. You are also advised to go through Your Policy Document.

| Sl. | Title  | Description in Simple Words   | Policy Clause                  |
|-----|--|---|--------------------------------|
| no. |  | (Please refer to applicable Policy Clause Number in next column)  | Number                         |
| 1.  | Name of the Insurance Product and Unique Identification Number (UIN) | PNB MetLife GROW Plan (117N167V01)  |                                |
| 2   | Policy Number  | < <policy number="">&gt;</policy>   |                                |
| 3.  | Type of Insurance<br>Policy  | Individual, Non-Linked, Participating, Savings, Life Insurance Plan   |                                |
| 4.  | Basic Policy details   | Plan Option — << Increasing Income/ Milestone Income/ Extended Life Cover/ Wealth>> Maturity Option — << To Age 70/ To Age 75/ To Age 80/ To Age 85/ To Age 100>> Income Start Year — << 2nd/3rd/4th/5th /(PPT + 1)th >> Year Survival Benefit Payout Frequency — << Annual/ Half- Yearly / Quarterly / Monthly >> Milestone Frequency (— << Every 4 Years/ Every 5 Years>> Premium Payment Term (in years) — << 7/8/9/10/11/12/13/14/15 >> Years Policy Term (in years) — << >> Premium Payment Mode — << Annual/ Half- Yearly/ Quarterly/ Monthly >> Instalment Premium (including GST) of Rs. <<>> Benefit Sum Assured of Rs. <<>> Sum Assured on Death of Rs. <<>>> | Policy<br>Schedule             |
| 5.  | Policy<br>Coverage/benefits<br>payable                               | The product offers 4 Plan Options, 5 Maturity Options and Your chosen plan is displayed above and mentioned in Policy Schedule.  All Plan Options offer following benefits: Survival Benefit (3.2.1) Maturity Benefit (3.2.2) Death Benefit (3.2.3) Surrender Benefit (4.3)   | 3.2.1, 3.2.2,<br>3.2.3 and 4.3 |
| 6.  | Options available (in c  | ase of Linked Insurance Products) - Not applicable  |                                |
| 7.  | Option available (in ca  | se of Annuity product) – <b>Not applicable</b>  |                                |
| 8.  | Riders opted, if any   | The product offers option to add following 2 riders and your chosen rider is mentioned in the Policy Schedule.  | 3.3.1                          |

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|     |   | PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V04) PNB MetLife Serious Illness Rider (UIN: 117B021V04)   |                         |
|-----|---|---|-------------------------|
|     |   | Rider details are mentioned in the Rider CIS  |                         |
| 9.  | Exclusions (events where insurance coverage is not payable), if any | Exclusions applicable to Death Benefit: Death caused due to suicide within first 12 months.   | 6.8.1                   |
| 10. | Waiting/lien Period, if any   | Not Applicable  |                         |
| 11. | Grace Period  | 15 days for Monthly and 30 Days for other frequency of Premium payment.   | 3.4.3                   |
| 12. | Free Look Period  | 30 days   | 4.1                     |
| 13. | Lapse, paid-up and revival of the Policy                            | <ul> <li>4.4.1 Lapse: If the first Policy year's Premium is not paid in full, the Policy lapses at the end of the Grace Period and the risk cover including cover on Rider(s), if any, will cease immediately. No benefits payable under this Policy.</li> <li>4.4.2 Reduced Paid-up Value: Policy will become paid-up, on payment of at least one full year Premium payment and no further payments.</li> <li>4.5 Revival: Lapsed or paid-up Policy can be revived within a period of 5 years from the date of first unpaid Premium by paying all outstanding Premium(s) along with interest, if any.</li> </ul>   | 4.4.1, 4.4.2<br>and 4.5 |
| 14. | Policy Loan, if applicable  | Up to 80% of the Surrender Value as per terms & conditions.   | 4.2                     |
| 15. | Claims / Claims Procedure   | <ul> <li>Turn Around Time (TAT) for claims settlement and brief procedure –         <ul> <li>a. For cases not warranting investigation – 15 days from date of intimation of claim</li> <li>b. For cases warranting investigation – 45 days from date of intimation of claim</li> </ul> </li> <li>Helpline/Call Centre number - 1800 425 6969 (Toll-free)</li> <li>Contact details of the Insurer - 1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062.</li> <li>Link for downloading claim form and list of documents required including bank account details You can download the claim form from the following link <a href="https://www.pnbmetlife.com/downloads/claims-forms/english.html">https://www.pnbmetlife.com/downloads/claims-forms/english.html</a></li> </ul> | 6.3                     |
| 16. | Policy Servicing  | <ul> <li>Turn Around Time (TAT)         <ul> <li>Financial and Non-Financial - 7 calendar days</li> </ul> </li> <li>Helpline/Call Centre number - 1800 425 6969 (Toll-free)</li> <li>Contact details of the insurer - 1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai - 400062.</li> </ul>   | 6.15                    |

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

|     |                           | Y 1 C 1 1 1 1 1 1 C 11 C  |
|-----|---------------------------|---|
|     |                           | Link for downloading applicable forms and list of   |
|     |                           | documents required including bank account details -   |
|     |                           | https://www.pnbmetlife.com/downloads/serviceform/english.html   |
| 17. | Grievances<br>/Complaints | Contact details of Grievance Redressal Officer of the Insurer:  • Call 1800-425-69-69 (Toll free)  • Email at Indiaservice@pnbmetlife.co.in   |
|     |                           | • Write to Our Grievance Redressal Department PNB MetLife India Insurance Co. Ltd, Unit no. 302, 3rd floor, Tower-3, Worldmark, Village Maidawas, Sector 65, District Gurugram, Haryana – 122018  |
|     |                           | For any escalation with the resolution provided by any of the above touch points, You may, write to Our Grievance Redressal Officer at gro@pnbmetlife.co.in  • Link for registering the grievance with the insurer's portal - <a href="https://www.pnbmetlife.com/grievance-cell/grievance-redressal.html">https://www.pnbmetlife.com/grievance-cell/grievance-redressal.html</a> |
|     |                           | Ombudsman Details: Please refer to <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a> for the list of Insurance Ombudsman  |

# Declaration by the Policyholder

| T | have read | tha | ahova | and | confirm | having | noted | tha | details  |
|---|-----------|-----|-------|-----|---------|--------|-------|-----|----------|
| 1 | nave read | uie | above | anu | COMMITM | naving | notea | une | details. |

Place: (Signature of the Policyholder)

Date:

# Note:

In case of any conflict, the terms and conditions mentioned in the Policy Document shall prevail.

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

# 1.2. Policy Preamble

# PNB MetLife GROW Plan An Individual, Non-Linked, 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 Proposal Form 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 GROW Plan  |
|--------------------|--|
| Nature of the Plan | Individual, Non-Linked, Participating, Savings Life Insurance Plan |
| UIN                | 117N167V01   |

| Proposal form | Policy | Date of | Issuing |  |
|---------------|--------|---------|---------|--|
| number        | number | Issue   | office  |  |

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

# 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<br>Policyholder       |                         |               |
| Telephone Number of Policyholder |                         |               |
| Mobile Number of<br>Policyholder |                         |               |
| Address of Life<br>Assured       |                         |               |
| Age admitted of the Life Assured | < <yes no="">&gt;</yes> |               |

#### 2. Plan Details

| Base Plan               | PNB MetLife GROW Plan   |                     |   |  |  |
|-------------------------|---|---------------------|---|--|--|
| Plan Option             | << Increasing Income/ Milestone Income/ Extended Life Cover/ Wealth>>                                     |                     |   |  |  |
| Premium Payment<br>Term | <<7/8/9/10/11/12/13/14/15 >> Years  |                     |   |  |  |
| Maturity Option         | < <to 70="" 75="" age="" to="" to<br="">Age 80/ To Age 85/ To Age<br/>100&gt;&gt;</to>                    | Policy Term         | <>>> Years  |  |  |
| Income Start Year       | << 2 <sup>nd</sup> /3 <sup>rd</sup> /4 <sup>th</sup> /5 <sup>th</sup> /(PPT + 1) <sup>th</sup><br>>> Year | Milestone Frequency | < <every 4="" 5<br="" every="" years="">Years&gt;&gt;</every> |  |  |

| Benefit Sum<br>Assured (Rs.) | Premium<br>Payment<br>Mode   | Installment<br>Premium<br>(Rs.) | Goods &<br>Services Tax<br>(GST) (Rs.)* | Instalment Premium including GST (Rs.) | Annualized<br>Premium (Rs.) |
|------------------------------|--|---------------------------------|---|--|-----------------------------|
|                              | < <annual <br="">Half- Yearly/<br/>Quarterly/<br/>Monthly&gt;&gt;</annual> |                                 |   |  |                             |

<sup>\*</sup> Goods and Services Tax at prevailing rates. You will be responsible for paying 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

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

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

# 4. Policy Details

| Date of Inception of Policy          | < <dd mm="" yy="">&gt; Next Premium Due Date</dd> |  | < <dd mm="" yy="">&gt;</dd> |
|--------------------------------------|---|--|-----------------------------|
| Date of Commencement of Risk         | < <dd mm="" yy="">&gt;</dd>                       | Last Premium Due Date  | < <dd mm="" yy="">&gt;</dd> |
| Policy Anniversary Date              | < <dd mm="" yy="">&gt;</dd>                       | Maturity Date  | < <dd mm="" yy="">&gt;</dd> |
| Policy Currency                      | INR   | Total Installment Premium (incl. of Rider(s) premium, any extra premium, taxes & cess) | Rs. << >>                   |
| Survival Benefit Payout<br>Frequency | << Annual/ Half- Yearly / Quarterly / Monthly >>  |  |                             |
| Survival Benefit Start Date          | < <dd mm<br="">YYY&gt;&gt;</dd>                   | Survival Benefit End Date  | << DD MM YYY>>              |

# 5. Details of Agent/Intermediary

| Name                        |  |
|-----------------------------|--|
| License/Registration number |  |
| Phone number                |  |
| Address                     |  |
| Email address               |  |

# 6. Nominee details

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

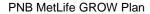
# 7. Appointee details (In case Nominee is a Minor)

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| Appointee name                         | Relationship with Nominee   | Age               | Gender |
|--|-----------------------------|-------------------|--------|
| < <name appointee="" of="">&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 the same through <a href="https://www.pnbmetlife.com">www.pnbmetlife.com</a> > Customer login > Provide user ID and password (for existing customer), else click New User (for new customer).



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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 Date of Inception of the Policy and is as shown in the Policy Schedule.
- **2. "Annualized Premium"** means the Premium amount payable in a year excluding taxes, Rider premiums and underwriting extra premiums and loadings for modal premiums.
- **3. "Appointee"** means the person named in the Policy Schedule to receive payment under this Policy, if the Nominee is a Minor at the time payment becomes due under this Policy.
- **4.** "Assignee" means the person to whom the rights, Benefits and liabilities under this Policy are transferred by virtue of an Assignment under Section 38 of the Insurance Act, 1938, as amended from time to time.
- **5.** "Assignment" means the process of transferring the rights, Benefits and liabilities to an "assignee". Assignment should be in accordance with the provisions of Section 38 of insurance act, 1938 as amended from time to time.
- **6.** "Benefit Sum Assured (BSA)" means the absolute amount specified in the Policy Schedule. BSA is not paid on any event and is only used for calculation of Guaranteed Income and for the declaration of Cash Bonus, Reversionary Bonus and Terminal Bonus.
- **7. "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 IRDAI Regulations and contains clear disclosure of both guaranteed and non-guaranteed Benefits, if any, of the Policy.
- **8. "Benefits"** means the Survival Benefit, Death Benefit, Maturity Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy.
- **9. "BAUP" means** PNB MetLife's Board Approved Underwriting Policy.
- **10. "Cash Bonus"** means the bonus that may be declared at the end of each financial year and paid by Us in arrears as per Survival Benefit Payout Frequency chosen. The Cash Bonus rate, if declared, will be expressed as a percentage of Benefit Sum Assured. Cash Bonus will be paid only if the Policy is in In-force Status.
- 11. "Claimant/Beneficiary" means either the Life Assured or the Policyholder or the Nominee or the Assignee or the legal heir of the Life Assured / Policyholder as the case may be, who is entitled to receive Benefits under this Policy.
- 12. "Company/Us/We/Our" means PNB MetLife India Insurance Co. Ltd.
- **13. "Date of Commencement of Risk"** means the date on which the risk under this Policy and Riders, if opted, comes into effect and is as specified in the **Policy Schedule.**

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- **14. "Date of Inception of Policy"** means the same date as the Date of Commencement of Risk, on which this Policy is issued after We have accepted the risk under the Proposal Form. The Date of Inception of the Policy is specified in the Policy Schedule.
- **15. "Death Benefit"** means the Benefit, which is payable on death of Life Assured, as stated in Part C of this Policy Document.
- **16.** "Guaranteed Income" means the minimum guaranteed Survival Benefit applicable only under Increasing Income and Extended Life Cover Plan Options. It is expressed as a percentage of Benefit Sum Assured.
- 17. "Grace Period (for other than single premium policies)" 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 for all types of life insurance policies shall be 15 (fifteen) days, where the Policyholder pays the Premium on a monthly basis and 30 (thirty) days in all other cases.
- **18. "Income Start Year"** means the Policy Year (as mentioned in the Policy Schedule) in which the Survival Benefit is payable for the first time in the Policy.
- **19. "In-force Status"** means a condition during the term of the Policy, wherein the Policyholder has paid all the due Installment Premiums under the Policy.
- **20.** "Installment Premium/Premium" means the amount stipulated in the Schedule and paid at regular intervals (annual/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.
- **21. "IRDAI or Authority"** means the Insurance Regulatory and Development Authority of India established under the provisions of section 3 of the Insurance Regulatory and Development Authority Act, 1999(41 of 1999).
- **22.** "Lapse" means a condition wherein the Policy has not acquired Surrender Value and the due Installment Premiums is not paid for the first full Policy Year at the end of the applicable Grace Period, as required under the Policy, thereby rendering this Policy unenforceable. No benefits will be paid when the Policy is in Lapse status.
- **23.** "Life Assured/ Insured" means the person, named as such in the Policy Schedule, on whose life, the insurance cover is effected in the terms of this Policy.
- **24. "Maturity Benefit"** means sum assured on maturity, any additional and accrued Benefit, which is payable on maturity, as stated in Part C of this Policy Document.
- **25. "Maturity Date"** means the date specified in the Policy Schedule on which the Maturity Benefit is paid to the Policyholder.
- **26.** "Milestone Frequency" means the frequency (as mentioned in the Policy Schedule) in which the Survival Benefit for Milestone Income Option is payable in the Policy.
- 27. "Minor" means person below the legal age of majority or adulthood (i.e., 18 years).

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- **28.** "Nomination" means the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
- **29.** "Nominee" means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Policyholder under this Policy and is(are) and named and authorized in the Policy Document to receive the claim benefits payable under this Policy and to give a valid discharge to the Company on settlement of the claim.
- **30. "Paid-Up Status/Reduced Paid-Up"** means a condition during the term of the Policy, wherein the Premiums have been paid in full for the first Policy Year, and the remaining due Premiums have not been paid, rendering the Policy to continue at a reduced level of Benefits, as specified under this Policy.
- **31.** "Participating" means this Policy is entitled to share in surplus (profits) of the Company during the term of the Policy as per section 49 of the Insurance Act, 1938 as amended from time to time.
- **32.** "Policy/Policy Document" means this this document i.e., PNB MetLife GROW Plan Policy issued by Us, along with the Policy Schedule and Annexures, and the Proposal Form, which is the evidence of the contract between PNB MetLife India Insurance Co. Ltd and You.
- **33.** "Policy Anniversary" means the start date of every subsequent Policy Year.
- **34.** "Policy 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 Policy Schedule also includes any amendments to the attached Policy Schedule which may be issued by Us from time to time.
- **35.** "Policy Term" means the entire term of the Policy as specified in the Policy Schedule.
- **36. "Policy Year"** means a period of 12 (twelve) consecutive months starting from the Date of Inception of the Policy as stated in the Policy Schedule and ending on the day immediately preceding the following Policy Anniversary date and each subsequent period of 12 (twelve) consecutive months thereafter.
- **37.** "Policyholder/ Proposer/You/Your" 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.
- **38. "Premium Payment Term"** means the period or the term of this Policy contract during which the Policyholder is required to pay the due Installment Premiums in full with respect to this Policy, to Us.
- **39. "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 Policy Document.
- **40. "Proposal Form"** means a form to be filled-in by the Proposer in physical or electronic form, for furnishing the information including material information if any, as required by the Company in respect of a risk, in order to enable the Company 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.

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- **41.** "Regulation" means rules and guidelines issued by the IRDAI from time to time.
- **42.** "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, during the Revival Period, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Insured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the BAUP.
- 43. "Reversionary Bonus" means a bonus which may be declared by Us at the end of financial year under this Policy and shall accrue at each Policy Anniversary commencing from the first Policy Year. Reversionary Bonus will be declared only if the Policy is in In-force Status and will be declared as a percentage of Benefit Sum Assured. Once a simple Reversionary Bonus is declared it accrues under the Policy and is guaranteed to be paid in accordance with the terms and conditions of the Policy.
- **44. "Revival Period"** means a period of 5 (five) consecutive complete years from the date of first unpaid Installment Premium.
- **45. "Rider"** means the insurance cover(s) added to a base product for additional premium or charge. The Policy Schedule will specify if any Riders are additionally opted and in force under this Policy.
- **46. "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.
- **47.** "**Sum Assured on Death**" is the absolute amount of Benefit which is guaranteed to be payable by Us on death of the Life Assured in accordance with the terms and conditions of this Policy.
- **48.** "Sum Assured on Maturity" means the absolute amount of benefit which is guaranteed to become payable at the end of the Policy Term i.e., on maturity of the Policy, which is equal to sum of all Annualized Premiums payable during Premium Payment Term.
- **49.** "Surrender" means the complete withdrawal or termination of the entire Policy contract.
- **50.** "Surrender Benefit/ Value" means an amount, as specified under the Policy, that becomes payable on Surrender of the Policy during its term, in accordance with the terms and conditions of this Policy.
- **51.** "Survival Benefit" means the benefit payable, as per the terms and conditions of the Plan Option chosen under the Policy, until death of the Life Assured or end of the Policy Term, whichever is earlier.
- **52.** "Survival Benefit Payout Frequency" means the frequency of paying Survival Benefits paid out at the end of period under Increasing Income and Extended Life Cover Plan Options, in either annual, half-yearly, quarterly or monthly instalments as specified in the Policy Schedule.
- **53. "Terminal Bonus"** a bonus which may be declared by Us under the Policy at the end of the financial year and shall be paid out to the eligible Policyholders on policy termination due to maturity, death or surrender, whichever is earlier. The Terminal Bonus will be declared as a percentage of the Benefit Sum Assured applicable at inception.
- **54. "Total Premiums Paid"** means the total of all the Premiums paid under this Policy, excluding any extra premium and taxes, if collected explicitly.

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#### 3. Part C

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

#### **3.1.** Policy Features

PNB MetLife GROW Plan is an Individual, Non-Linked, Participating, Savings, Life Insurance Plan that offers Sum Assured on Death along with Survival Benefits during Policy Term and Maturity Benefit at the end of Policy Term 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 Policy Document.

#### **3.2.** Policy Benefits

#### 3.2.1. Survival Benefit

On survival of the Life Assured, provided that the Policy is in In-force Status and all due Installment Premiums have been received in full by Us, the following Benefits will be payable in accordance with the Plan Option specified in the Policy Schedule:

# A. Increasing Income and B. Extended Life Cover Plan Options:

For both these Plan Options the Survival Benefit in the form of Guaranteed Income (GI) and Cash Bonus (CB), if declared, shall be payable in arrears, every year as per Survival Benefit Payout Frequency chosen starting from the Income Start Year till the end of Policy Term. Under both these Plan Options, GI and CB are expressed as a percentage of Benefit Sum Assured (BSA) and BSA increases every year at 4.00% p.a. (simple) starting from (Income Start Year + 1)<sup>th</sup> Policy Year till the end of Policy Term. The increased BSA will be used for calculation of the GI and CB.

- Guaranteed Income (GI) is the minimum guaranteed Survival Benefit applicable under these Plan Options.

# Guaranteed Income = Guaranteed Income Rate of 1% x BSA x Income Payout Factor specified in section 3.2.1.2

- Cash Bonus (CB) may be declared at the end of each Financial Year and, if declared, it will be paid along with the Guaranteed Income.
  - Cash Bonus = Declared Cash Bonus rate x BSA x Income Payout Factor specified in section 3.2.1.2

# C. Milestone Income Plan Option:

Under this option, Reversionary Bonus (RB), if declared, will accrue at end of each Policy Year starting from first Policy Year till the end of the Policy Term.

Reversionary Bonus (RB) is expressed as a percentage of BSA and BSA increases every year at 4% (simple) starting from second Policy Year till the end of Policy Term. The increased BSA will be used for calculation of RB.

- Reversionary Bonuses may be declared every year.
  - Amount of Reversionary Bonus = Declared RB rate x BSA

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- Once declared, Reversionary Bonus is guaranteed to be payable and shall accrue to the Policy if all due Premiums have been paid and the Policy is kept in In-force Status.

Accrued Reversionary Bonuses shall be payable as Survival Benefit in arrears, every 4<sup>th</sup> or 5<sup>th</sup> Policy Year as per Milestone Frequency chosen by the Policyholder (As shown in the Policy Schedule).

E.g. if the Policyholder selects "Every 4 years", then the RB declared in Policy Year 1 to Policy Year 4 shall accrue till the end of Policy Year 4 and shall be paid as Survival Benefit at the end of 4<sup>th</sup> Policy Year. The RB declared in Policy Year 5 to Policy Year 8 shall accrue till the end of Policy Year 8 and shall be paid as Survival Benefit at the end of 8<sup>th</sup> Policy Year and so on.

Similarly, if the Policyholder selects "Every 5 years", then the RB declared in Policy Year 1 to Policy Year 5 shall accrue till end of Policy Year 5 and shall be paid as Survival Benefit at the end of 5<sup>th</sup> Policy Year. RB declared in Policy Year 6 to Policy Year 10 shall accrue till the end of Policy Year 10 and shall be paid as survival benefit at the end of 10<sup>th</sup> Policy Year and so on.

Survival Benefit shall only be paid annually in the Milestone Income Option.

#### D. Wealth Plan Option

No Survival Benefit is payable under this option.

### 3.2.1.1. Flexibility to accumulate Survival Benefit payout

At any point during the Policy Term, the Policyholder shall have an option to accumulate the Survival Benefit(s), by giving the Company a written notice at least 30 days before the due date of next Survival Benefit Payout. This option can be availed when the Policy is in In-force Status as well as in Reduced Paid-Up Status.

The accrued Survival Benefits will be accumulated at 3% p.a. compounded monthly

The Policyholder can withdraw the accrued Survival Benefits partly/ fully at any point during the Policy Term by giving the Company a written notice. If the unpaid accrued Survival Benefits are not withdrawn by the Policyholder during the Policy Term, the same shall be payable along with benefits payable at the time of termination of the Policy i.e., either on death of the Life Assured, or on maturity or on Surrender of the Policy.

The Policyholder can choose to opt out of this accumulation option at any point during the Policy Term by giving the Company written notice at least 30 days before the due date of the next Survival Benefit Payout.

This flexibility is not available under Wealth Plan Option since there is no Survival Benefit.

### 3.2.1.2. Flexibility to Choose frequency of Survival Benefit payout

The Policyholder may select the frequency of receiving the Survival Benefit payouts at inception of the Policy. The Policyholder may alter the frequency at any point during the Policy Term by giving the Company a written notice at least 30 (thirty) days before the next Policy Anniversary. The new chosen frequency shall be applicable from the next Policy Anniversary.

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The instalment amount of Survival Benefit shall be arrived at by multiplying the annual Survival Benefit by Income Payout Factor as given below and will be paid out at the end of period for the chosen Survival Benefit Payout Frequency.

| Survival Benefit Payout Frequency | Income Payout Factor          |
|-----------------------------------|-------------------------------|
| Annual*                           | 100% of Annual Amount         |
| Half-Yearly                       | 97.5% of Annual Amount x 1/2  |
| Quarterly                         | 97% of Annual Amount x 1/4    |
| Monthly                           | 96.2% of Annual Amount x 1/12 |

<sup>\*</sup>Only Annual Frequency is available for Milestone Income Option.

### 3.2.2. Maturity Benefit

For all Plan Options, upon survival of the Life Assured till the Maturity Date as specified in the Policy Schedule, provided that the Policy is in In-force Status, the Policyholder will receive a Maturity Benefit, in lump sum, which shall be higher of:

Sum Assured on Maturity, plus
 Accrued Reversionary Bonus, if applicable, plus
 Accrued Survival Benefit, if applicable, and not paid earlier, plus
 Terminal Bonus, if declared.

OR

• 105% of the Total Premiums Paid as on Maturity Date.

Where,

Sum Assured on Maturity is defined as sum of all Annualized Premium paid during the Premium Payment Term.

On payment of Maturity Benefit, the Policy shall terminate for all Plan Options except for "Extended Life Cover".

<u>In case "Extended Life Cover"</u> is chosen by the Policyholder, then on payment of Maturity Benefit, the Policy shall continue only for Death Benefit (as described in detail in the Death Benefit section) till Life Assured attains the Age of 100 years.

#### 3.2.3. Death Benefit

For all Plan Options, Death Benefit shall be payable in the event of death of the Life Assured during the Policy Term provided that the Policy is still In-force Status on the date of death, and all due Installment Premiums are received in full by Us.

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Death Benefit is defined as higher of:

Sum Assured on Death, plus
 Accrued Reversionary Bonus, if applicable, plus
 Accrued Survival Benefit, if applicable and not paid earlier, plus
 Terminal Bonus, if declared.

OR

• 105% of the Total Premiums Paid as on date of death.

OR

• Surrender Benefit payable as on date of death.

Where.

Sum Assured on Death is defined as 10 times of Annualized Premium.

Policy shall terminate after payment of Death Benefit.

#### In case of "Extended Life Cover" Plan Option

In case "**Extended Life Cover**" is chosen by the Policyholder, on payment of Maturity Benefit, the Policy shall continue only for Death Benefit till Life Assured attains Age of 100 years. On Life Assured attaining Age of 100 years, the Policy shall terminate with no further Benefits payable.

Death Benefit payable in the event of death of Life Assured any time after Maturity Date up-to attainment of Age 100 years, shall be higher of:

- Sum Assured on Death (i.e., 10 times of Annualized Premium); OR
- 105% of the Total Premiums Paid as on date of death.

#### 3.3. Other features and benefits

#### 3.3.1.Rider Benefits

- You may enhance the scope of cover in the Policy by opting for any of Riders offered by the Company under this Product. The Rider can be added at commencement of the Policy or on any subsequent Policy Anniversary provided minimum of 5 years of Premium Paying Term is still remaining. Rider(s) shall be added upon payment of additional Rider premium as applicable and subject to BAUP.
- Rider sum assured limits shall be as per the respective Rider type and limits.
- The Rider premium payment term cannot be more than the outstanding Premium Payment Term under this Policy.
- Rider benefits (if any), shall cease immediately after payment of Surrender Value with respect to rider benefits (if applicable).
- Rider will not be offered if the term of the Rider exceeds outstanding term under this Policy.

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For more details on the Rider benefits, scope of cover, features, terms, conditions and exclusions please refer to the Rider terms and conditions carefully or contact Your insurance advisor.

#### 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 Policy Schedule;
- (c) The available Premium Payment Modes under the Policy are annual, half yearly, quarterly and monthly;
- (d) All taxes, cess, 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(three) 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 applied only from the Policy Anniversary following the date of Your request.

No other alterations are allowed under this Product.

#### 3.4.3. Grace Period for other than Single Premium policies

Installment Premium that is not received in full by us by its due date, may be paid in full during the Grace Period without any penalty or late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the Premium for all types of life insurance policies shall be 15 (fifteen) days, where the Policyholder pays the Premium on a monthly basis and 30 (thirty) days in all other cases.

Upon the Life Assured's death during the Grace Period, the Company shall pay the Death Benefit subject to the deduction of any Premium which is unpaid as on the date of death. During this period the Policy will be considered in-force.

# 3.4.4. Rider Premium

Rider premium is payable along-with and in addition to the Premium under this Policy on the due date or within the Grace Period. The mode (i.e. premium frequency) of Rider premium payment shall be same as per the mode of Premium payment under this Policy.

# 3.4.5. Premium mode loading / Modal Factors

You may opt to pay the due Installment Premiums by annual, half yearly, quarterly or monthly mode PNB MetLife GROW Plan

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subject to the minimum Annualized Premium under each mode. In case a mode other than annual is chosen then the Instalment Premium is equal to Annualized Premium multiplied by Modal Factors. Modal Factors on Premium will be applicable as per the table below:

| Premium Paying Mode | Modal Factors |
|---------------------|---------------|
| Annual              | 1             |
| Half Yearly         | 0.510         |
| Quarterly           | 0.258         |
| Monthly             | 0.087         |

Alteration between different modes of Premium Payment is allowed at any Policy Anniversary on request in writing during the Premium Payment Term.



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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 written notice to Us within 30 (thirty) days beginning from the date of receipt of Policy Document, whether received electronically or otherwise, stating the reasons for Your objection, provided no claims has been made under the Policy. In such an event, irrespective of the reason for cancellation, You will be entitled to a refund of the Premium(s) paid, subject only to a deduction of proportionate risk premium for the period of cover and the expenses ,if any, incurred by Us on medical examination and stamp duty charges.

#### 4.2. Policy loan

#### Eligibility for Policy loan

After a Surrender Value has been acquired under the Policy and provided that the Policy is in In-force Status, We may grant You a loan under the Policy provided that:

- (a) The proposed loan amount does not exceed 80% of the Surrender Value at the end of the Policy Year (in which loan is requested) *less* {any unpaid Installment Premiums for that Policy Year, any outstanding loans previously granted on this Policy, and loan interest (if any) accrued to the end of that Policy Year};
- (b) The Policy is assigned to Us 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 automatically cancel all Nominations and other Assignments in force at the time, to the extent of the outstanding loan and interest.

#### **Applicable rate of interest**

- (a) The rate of interest to be charged for new loans shall be 10 Year G-Sec Rate as on 1<sup>st</sup> of April of each financial year plus 250 basis points rounded up to the nearest 50 basis points. If the G-Sec Rates have not been declared on 1<sup>st</sup> April, the G-Sec rate declared on the first date of the financial year shall be reckoned.
- (b) However, at any point in time within a particular financial year, if the prevailing 10 Year G-Sec rate changes in excess of 200 basis points from the 10 Year G-Sec rate used for determining the existing interest rate, the Company shall revise the rate of interest based on the prevailing 10 Year G-Sec rate plus 250 basis points, rounded up to the nearest 50 basis points.
- (c) Currently, the Company charges 10% p.a. compounded annually on outstanding loan amounts and any interest accrued thereon.
- (d) The Company may review the formula for determining aforementioned loan rate of interest and reserves the right to change it, with prior approval from IRDAI.
- (e) Any change in the applicable interest rate will apply only to new loans including any incremental loan on policies which already have existing loan from previous years.

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(f) Once a loan is granted at a given rate, such interest rate will remain fixed until the respective loan amount and interest thereof is received by Us.

#### Repayment of loan

- (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) Interest on the loan shall become due at the end of each Policy Year. If the interest amount is not received in full by the Company within 30 (thirty) days of it becoming due, the interest amount will be added to the loan principal amount.
- (c) The revised loan principal (including the unpaid interest) will bear interest at the same rate as the original loan amount.
- (d) If the Life Assured dies before all outstanding loan amounts have been received by the Company, then the amount equal to the outstanding loan amount plus the interest due thereon shall be deducted from the Death Benefit payable under the Policy.
- (e) If the outstanding loan amounts have not been received by the Company before the date of Surrender, an amount equal to the outstanding loan amount plus the interest due thereon shall be deducted from the Surrender Benefit payable under the Policy.
- (f) If the outstanding loan amounts have not been received by the Company before Survival Benefits becomes due, such amount shall first be utilized towards repayment of outstanding loan and interest thereon.
- (g) If the outstanding loan amounts have not been received by the Company before the Maturity Date, an amount equal to the outstanding loan amount plus the interest due thereon shall be deducted from the Maturity Benefit payable under the Policy.
- (h) If the outstanding loan amounts have not been received by the Company before any of the Reduced Paid-Up Values becomes due, such amount shall first be utilized towards repayment of outstanding loan amount and unpaid interest amount payable under the Policy, and the balance, if any, will be paid to the Policyholder.

#### **Additional loans**

- (a) You may take additional loan under the Policy provided that the proposed loan amount and the existing loan principal cumulatively do not exceed 80% of the 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) Rate of interest for such additional loan shall be the loan rate prevailing for the year and may be different from the interest rate for any previously granted loans.

#### **Foreclosure**

- (a) Any in-force and fully Paid-Up Policy will not be foreclosed on the ground of outstanding Policy loan amount including interest exceeds the Surrender Value.
- (b) For other than in-force and fully Paid-Up Policy, wherein the loan outstanding (including interest thereon) exceeds the prevailing Surrender Value during the Policy Term, the Policy shall not be terminated. In such cases the Company shall send a notice, 90 days in advance, to Policyholder to repay the outstanding

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loan amount along with the interest. If the Policyholder does not repay the loan or fails to respond to the notice within 90 days of the date of issuance of such notice, the Policy shall be foreclosed, and the Policyholder will be paid the Surrender Value less loan outstanding including interest.

#### 4.3. Surrender

If the due Premium has been paid for at least first full Policy Year, the Policy shall acquire a Special Surrender Value (SSV) after the completion of first Policy Year.

If all due Premiums have been paid for at least two consecutive Policy Years, the Policy shall acquire Guaranteed Surrender Value (GSV). The Policy will be terminated after payment of Surrender Value.

For all Plan Options, the Surrender Value payable during the Policy Term shall be higher of the Guaranteed Surrender Value or Special Surrender Value as given below:

#### **Guaranteed Surrender Value (GSV):**

GSV is equal to

- GSV Factor1 x Total Premiums Paid; plus
- GSV Factor2 x GSV Factor3 x Accrued Reversionary Bonuses, (if any); plus
- Accrued Survival Benefit, if applicable and not paid earlier; less
- Sum of all Survival Benefits paid/accrued till date of Surrender.

subject to minimum of zero.

For GSV Factor1, GSV Factor2 and GSV Factor3, please refer to details of this product on our website www.pnbmetlife.com.

#### **Special Surrender Value (SSV):**

SSV is equal to

- Expected Present Value of Reduced Paid-up Sum Assured on Maturity, calculated at the end of the Policy month of Surrender; *plus*
- Expected Present Value of Reduced Paid-up Sum Assured on Death, calculated at the end of the Policy month of Surrender; *plus*
- Expected Present Value of future Reduced Paid-up Survival Benefits (if applicable), calculated at the end of the Policy month of Surrender; *plus*
- Accrued Survival benefit, if applicable and not paid earlier; plus
- Terminal Bonus (if any); less
- Survival Benefit paid for non-annual Survival Benefit Payout Frequency, during the Policy Year of Surrender till date of Surrender, if any

Where.

Reduced Paid-Up Sum Assured on Maturity = Sum Assured on Maturity x (t / n)

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Reduced Paid-up Sum Assured on Death = Sum Assured on Death x (t / n)

### **Reduced Paid-up Survival Benefits:**

Increasing Income and Extended Life Cover Plan Options = Guaranteed Income Rate of  $1\% \times BSA \times (t/n)$ 

Milestone Income and Wealth Plan Options = Not Applicable

Where.

"t" refers the Number of Installment Premiums paid; and

"n" refers the Number of Installment Premiums payable during the Premium Payment Term.

SSV is not guaranteed and the applicable SSV shall be reviewed annually by the Company.

\*For Extended Life Cover Plan Option, no Surrender Benefit shall be applicable after the end of the Policy Term.

#### 4.4. Premium Discontinuance

If You discontinue paying Premium, Your Policy will be "Lapsed" or "Reduced Paid-Up" as described hereunder.

### 4.4.1.Lapse

If the first Policy Year's Premium is not paid in full, the Policy Lapses at the end of the Grace Period and the risk cover including cover on Rider(s), if any, will cease immediately. No Benefits will be paid when the Policy is in Lapsed status.

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.

# 4.4.2. Reduced Paid-Up Value

If the Policy has acquired Surrender Value and no future Installment Premiums are paid, the Policy will continue as a Reduced Paid-Up Policy with reduced benefits. However, the Policyholder shall have the option to Surrender the Policy anytime during the Policy Term.

Once the Policy is in Reduced Paid-Up Status with reduced Benefits;

- No further simple Reversionary Bonus or Cash Bonus shall accrue to the Policy i.e. the Policy will become ineligible for mentioned bonuses in future. However, the Company at discretion may declare Terminal Bonus.
- Reduced Paid-Up Policy will be eligible for Reduced Paid-Up Guaranteed Income, Reduced Paid-Up Sum Assured on Death and Reduced Paid-Up Sum Assured on Maturity.

If the Policyholder does not Surrender the Policy and Policy continues as a Reduced Paid-Up Policy with reduced Benefits, following shall be payable:

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| Reduced              |  |
|----------------------|--|
| Paid-Up              | Payout   |
| Benefits             |  |
| Death<br>Benefit     | For all Plan Options, in the event of death of the Life Assured during Policy Term, Reduced Paid-Up Death Benefit, shall be payable as lump sum, and the Policy shall terminate.  Reduced Paid-Up Death Benefit is defined as higher of:  Reduced Paid-Up Sum Assured on Death plus  Accrued Reversionary Bonus till date of death (if applicable) plus  Accrued Survival Benefit, if applicable and not paid earlier plus  Terminal Bonus, if any.  OR  105% of Total Premiums Paid as on date of death.  Reduced Paid-Up Sum Assured on Death = Sum Assured on Death x (t / n)  Where,  "t" refers the Number of Installment Premiums paid; and  "n" refers the Number of Installment Premiums payable during the Premium Payment Term.  In case Extended Life Cover is chosen by the Policyholder, on payment of Reduced Paid-Up Maturity Benefit, the Policy shall continue only for Reduced Paid-Up Death Benefit till Life Assured attains Age of 100 years. On Life Assured attaining Age of 100 years, the Policy shall terminate with no further Benefits payable.  Death Benefit payable in the event of death of Life Assured any time after Maturity Date up-to attainment of Age of 100 years shall be higher of:  Reduced Paid-Up Sum Assured on Death; or  Reduced Paid-Up Sum Assured on Death; or |
| Survival<br>Benefits | On survival of Life Assured, Survival Benefits under a Reduced Paid-Up Policy shall be paid based on the Plan Option chosen:  A. Increasing Income and B. Extended Life Cover: The Reduced Paid-Up Policy shall not be eligible for Cash Bonus. Only Reduced Guaranteed Income (expressed as a percentage of Reduced Paid-Up Benefit Sum Assured) shall be payable. Reduced Paid-Up Benefit Sum Assured will continue to increase at 4% p.a. (simple).  Where,  Reduced Paid-Up Survival Benefit = Guaranteed Income Rate of 1% x Reduced Paid-Up Benefit Sum Assured  Reduced Paid-Up Benefit Sum Assured = Benefit Sum Assured x (t/n)   |

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

| Reduced  |  |
|----------|--|
| Paid-Up  | Payout   |
| Benefits |  |
|          | "t" refers to the Number of Installment Premiums paid; and   |
|          | "n" refers the Number of Installment Premiums payable during the Premium Payment Term.   |
|          | Reduced Guaranteed Income shall be payable in arrears, as per the chosen Survival Benefit Payout Frequency, starting from the Income Start Year or next Survival Benefit Payout date after Policy is in Reduced Paid-Up Status, whichever is earlier, till the end of the Policy Term. |
|          | C. Milestone Income: The Reduced Paid-Up Policy under this Plan Option shall not be  |
|          | eligible for further accrual of Reversionary Bonus. Already Accrued Reversionary Bonus   |
|          | are payable on next Survival Benefit due date.   |
|          | <b>D.</b> Wealth: No Survival Benefit is payable under this Plan Option.   |
|          | For all Plan Options, on survival of Life Assured till the Maturity Date under a Reduced Paid-Up Policy, the following Reduced Paid-Up Maturity Benefit shall be payable.  |
|          | Reduced Paid-Up Maturity Benefit is defined as higher of:  |
|          | <ul> <li>Reduced Paid-Up Sum Assured on Maturity plus         Accrued Reversionary Bonus, if applicable, till the date of Reduced Paid-Up plus</li></ul>   |
|          | • 105% of the Total Premiums Paid as on Maturity Date.   |
| Maturity | Where,   |
| Benefit  | Reduced Paid-Up Sum Assured on Maturity = Sum Assured on Maturity $x$ (t/n)  |
|          | "t" refers to the Number of Installment Premiums paid; and   |
|          | "n" refers the Number of Installment Premiums payable during the Premium Payment Term.   |
|          | On payment of Maturity Benefit, the Policy shall terminate for all Plan Options except for "Extended Life Cover".  |
|          | In case Extended Life Cover is chosen by the Policyholder, on payment of Maturity Benefit, the Policy shall continue only for Reduced Paid-Up Death Benefit (as described in detail in the Reduced Paid-Up Death Benefit section) till Life Assured attains the Age of 100 years.      |

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#### 4.5. Revival

A Policy that has Lapsed or that has been converted to a Paid-up Policy may be revived during the Revival Period by giving Us written notice to revive the Policy and by paying all the due Installment Premiums along with interest at prevailing rate of interest, if any. On Revival of the Policy, the Accrued Reversionary Bonus/ Cash Bonus, if any, will be revived along with the Policy Benefits and the Policy will also be eligible for future bonuses.

The Revival of the Policy may be subject to underwriting as per the BAUP and the Company may impose extra premiums based on underwriting assessment. The rate of interest for Revival is calculated as the 10 Year G-Sec rate as on 1st of April of each financial year plus 50 basis points, rounded up to the nearest 50 basis points. This formula may be changed by the Company subject to prior approval from IRDAI.

Currently, the Company charges 8.00% p.a. interest on Revivals and will revise the rate on an annual basis. However, under special circumstances, within a particular financial year, where the prevailing 10 Year G-Sec rate movement is in excess of 200 basis points, the Company shall revise the interest rate based on the prevailing 10 Year G-Sec rate plus 50 basis points, rounded up to the nearest 50 basis points. This formula may be reviewed and altered subject to prior approval from IRDAI.

A surrendered Policy cannot be revived.

#### 4.6. Termination of the Policy

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

- 1. On date of receipt of free-look cancellation request; or
- 2. The date on which the Surrender Benefits are paid under this Policy; or
- 3. At the expiry of Revival Period from the date of Lapse, when the Policy has not been revived and provided the said Policy has not acquired any Reduced Paid-Up Value; or
- 4. Upon payment of Death Benefit or Maturity Benefit (except for Extended Life Cover Plan Option) amount, as applicable; or
- 5. In case of Extended Life Cover Plan Option, upon attainment of 100 years of age; or
- 6. On return of eligible Instalment Premium/Surrender Value in the event of suicidal death.

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5. Part E

Not applicable



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#### 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 under this Policy unless and until We have received all of the information and documentation We request, including but not limited to:

We request the following set of documents:

- 1. Duly filled and signed Claim form;
- 2. Copy of valid death certificate issued by local authority;
- 3. Current address proof & Photo identity proof of the rightful Nominee/ legal heir;
- 4. PAN Card or Form 60 of the Nominee;
- 5. Cancelled cheque / Copy of bank passbook of the rightful Nominee/legal heir;
- 6. \*\*Doctor's Certificate prescribed in PNB MetLife Format (From the family physician or treating doctor);

#### Additional documents\* required basis cause of death for faster processing of your Claim

If the death of the Life Assured is due to accident, suicide, and murder then the additional documents mentioned below shall be required:

- 1. Copy of the First Information Report (FIR), Panchnama and Postmortem Report (PMR), Viscera report if applicable;
- 2. Copy of the Final Police Investigation report (FPIR)/ Charge sheet if applicable;
- 3. Obituary/Newspaper cutting;

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# If the death <u>of the Life Assured occurred</u> at home & hospital, then the additional documents mentioned below shall be required:

- 1. Complete Medical records for any treatment taken in past or at the time of death
  - Indoor Case papers;
  - Death summary;
  - Discharge summary;
- 2. Medical cause of death certificate;
- 3. \*\*Employer Certificate Only if Life Assured was a salaried individual (prescribed in PNB MetLife Format);

# \*PNB MetLife reserves the right to call for any additional documents /evidence apart from the given below, if required

# \*\*To download the forms, please visit our website www.pnbmetlife.com

In case You need any assistance, please call Us on Our toll-free number 18004256969 or email on <a href="mailto:claimshelpdesk@pnbmetlife.com">claimshelpdesk@pnbmetlife.com</a>. Our customer service executives would be happy to help and assist You.

**Note -** We have the right to ask for additional documents deemed necessary to decide the claim which do not form part of the above-mentioned list.

# 6.4. Procedure for payment of Maturity Benefit

You will have to submit the following information and documentation, including but not limited to, for payment of Maturity Benefit under this Policy:

- a. Updated bank details and cancelled cheque copy;
- b. Current address proof & Photo identity proof of the Policyholder;
- c. PAN Card or Form 60 of the Policyholder;

#### 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 Policy Schedule.

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#### 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. Exclusions

#### **6.8.1.** Suicide Exclusion

If the Life Assured's death is due to suicide within Twelve (12) months from the Date of Commencement of Risk under the Policy, or from the date of Revival of the Policy, as applicable, the Nominee or Beneficiary of the Policyholder shall be entitled to receive at least 80% of the Total Premiums Paid 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 In-force Status. We shall not be liable to pay any interest on this amount.

In the event of death by suicide where the Policy is under Reduced Paid-Up Status, the Nominee shall be entitled to receive the Reduced Paid-Up Death Benefit.

# 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 Proposal Form, the Benefit 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 Proposal Form, 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 risk cover starts immediately at inception and 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 Us. If the Life Assured is a Minor at the time of death, Death Benefit shall be paid to the Policyholder.

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# 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 requisite 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 Document, the original Policy Document will 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 Policy Document.

### 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, or from Our local office or can be downloaded from Our website www.pnbmetlife.com. If You change Your address, or if the address of the Nominee changes, You must notify Us immediately. Failure in timely notification of change of address could result in a delay in processing of Benefits payable under the Policy.

# 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 this Policy shall be governed by and be interpreted in accordance with Indian laws and all disputes and differences arising under or in relation to this 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 Call us Toll-free at 1-800-425-6969,

Visit our Website: www.pnbmetlife.com, Email: indiaservice@pnbmetlife.co.in

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#### 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 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 www.pnbmetlife.com
- 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 (ten) 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 302,3rd 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 (**GRO**) 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:

In case You are not satisfied with the decision from above offices or have not received any response within 2 weeks 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.irdai.gov.in">http://www.igms.irdai.gov.in</a> or refer IRDAI website for more details.

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• By Post: You can write or fax Your complaints to

• General Manager,

Policyholder Protection and Grievance Redressal Department- Grievance Redressal Cell, 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@irdai.gov.in">complaints@irdai.gov.in</a>

• By Phone: 1800 4254 732

In case You are not satisfied with the decision/resolution and the claim amount is up to Rs. 50 lakhs, 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; or
- any partial or total repudiation of claims by Us; or
- Dispute with regard to premium; or
- Misrepresentation of terms and conditions of the Policy; or
- Policy servicing related grievances against Us or Our agent/intermediary; or
- Issuance of Policy in non-conformity with the Proposal Form; or
- 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 IRDAI 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. As per Rule 14(3) of the Insurance Ombudsman Rules, 2017 (hereinafter referred to as "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 1 (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 1(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; or
  - after expiry of a period of 1(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.

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# 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.]

| Insurance<br>Ombudsman | Address   | Territorial<br>Jurisdiction   | Contact details   |
|------------------------|---|---|---|
| Ahmedabad              | Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.      | Gujarat, Dadra &<br>Nagar Haveli, Daman<br>and Diu.   | Tel.: 079 - 25501201/02<br>Email:<br>bimalokpal.ahmedabad@cioin<br>s.co.in                            |
| Bengaluru              | Jeevan Soudha Building,PID No. 57- 27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. | Karnataka.  | Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins .co.in                             |
| Bhopal (MP)            | 1st floor,"Jeevan<br>Shikha",60-<br>B,Hoshangabad<br>Road, Opp. Gayatri<br>Mandir,Arera Hills<br>Bhopal – 462 011.        | Madhya Pradesh,<br>Chhattisgarh.  | Tel.: 0755 - 2769201 / 2769202 / 2769203<br>Email: bimalokpal.bhopal@cioins.co.<br>in                 |
| Bhubaneswar,<br>Odisha | 62, Forest park,<br>Bhubaneswar – 751<br>009.   | Odisha.   | Tel.: 0674 - 2596461<br>/2596455/2596429/2596003<br>Email:<br>bimalokpal.bhubaneswar@cio<br>ins.co.in |
| Chandigarh             | Jeevan Deep<br>Building SCO 20-27,<br>Ground Floor Sector-<br>17 A, Chandigarh –<br>160 017.                              | Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh. | Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in  |
| Chennai                | Fatima Akhtar Court,<br>4th Floor, 453, Anna<br>Salai, Teynampet,<br>CHENNAI – 600<br>018.                                | Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).  | Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.coo.in                               |
| Delhi                  | 2/2 A, Universal Insurance Building,  | Delhi & following<br>Districts of Haryana -<br>Gurugram, Faridabad,   | Tel.: 011 -<br>46013992/23213504/2323248<br>1   |

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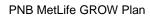
|                   | Asaf Ali Road, New Delhi – 110 002.   | Sonepat &<br>Bahadurgarh.  | Email: bimalokpal.delhi@cioins.co.i n  |
|-------------------|---|--|--|
| Guwahati          | Jeevan Nivesh, 5th<br>Floor,<br>Near Pan Bazar, S.S.<br>Road,<br>Guwahati –<br>781001(ASSAM)                        | Assam, Meghalaya,<br>Manipur, Mizoram,<br>Arunachal Pradesh,<br>Nagaland and<br>Tripura.   | Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in                           |
| Hyderabad         | 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom, A.C.Guards, Lakdi- Ka-Pool, Hyderabad - 500 004         | Andhra Pradesh,<br>Telangana, Yanam<br>and part of Union<br>Territory of<br>Puducherry.  | Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins .co.in |
| Jaipur            | Jeevan Nidhi – II<br>Bldg., Gr. Floor,<br>Bhawani Singh<br>Marg,<br>Jaipur - 302 005.                               | Rajasthan.   | Tel.: 0141- 2740363 Email: bimalokpal.jaipur@cioins.co.i n   |
| Kochi<br>(Kerala) | 10th Floor, Jeevan<br>Prakash,LIC<br>Building, Opp to<br>Maharaja's College<br>Ground M.G.Road,<br>Kochi - 682 011. | Kerala, Lakshadweep,<br>Mahe-a part of Union<br>Territory of<br>Puducherry.  | Tel.: 0484 – 2358759 Email: bimalokpal.ernakulam@cioin s.co.in   |
| Kolkata           | Hindustan Bldg.<br>Annexe, 7th Floor, 4,<br>C.R. Avenue,<br>KOLKATA - 700<br>072.                                   | West Bengal, Sikkim,<br>Andaman & Nicobar<br>Islands.  | Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co in                                     |
| Lucknow           | 6th Floor, Jeevan<br>Bhawan, Phase-II,<br>Nawal Kishore Road,<br>Hazratganj, Lucknow<br>- 226 001.                  | 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, | Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in                                      |

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| Mumbai | 3rd Floor, Jeevan<br>Seva Annexe, S. V.<br>Road, Santacruz (W),<br>Mumbai - 400 054.                                   | Sidharathnagar. List of wards under Mumbai Metropolitan Region (excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi   | Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.c o.in |
|--------|--|--|--|
| Noida  | Bhagwan Sahai<br>Palace 4th Floor,<br>Main Road, Naya<br>Bans, Sector 15,<br>Distt: Gautam Buddh<br>Nagar, U.P-201301. | Mumbai.  State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, 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. | Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.i n         |
| Patna  | 2nd Floor, Lalit<br>Bhawan,<br>Bailey Road, Patna<br>800 001.  | Bihar, Jharkhand.  | Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.i n                   |
| Pune   | Jeevan Darshan<br>Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to<br>198, N.C. Kelkar   | State of Goa and State<br>of Maharashtra<br>excluding areas of<br>Navi Mumbai, Thane   | Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in                     |

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|       | Road, Narayan Peth,  | district, Palghar     |                                     |
|-------|----------------------|-----------------------|-------------------------------------|
|       | Pune – 411 030.      | District, Raigad      |                                     |
|       |                      | district & Mumbai     |                                     |
|       |                      | Metropolitan Region   |                                     |
|       |                      | Area of Navi          |                                     |
|       | 2nd Floor,Jeevan     | Mumbai, Thane         |                                     |
|       | Chintamani Building, | District, Raigad      |                                     |
| Thane | Vasantrao Naik       | District, Palghar     | Email: <u>bimalokpal.thane@cioi</u> |
| Hane  | Mahamarg,            | District and wards of | ns.co.in                            |
|       | Thane (West)         | Mumbai, M/East,       |                                     |
|       | Thane - 400604       | M/West, N, S and T."  |                                     |
|       |                      |                       |                                     |



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#### 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 from time to time and any other applicable Regulations/Circulars issued by the Authority. 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 for granting a written acknowledgement of the receipt of notice of assignment or transfer assignment may require to be paid to the insurer which shall not exceed Rs.100/- (Rupees One hundred only) or as may be specified by the Authority.
- 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

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- 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 the exact text of section 38 of the Insurance Act, 1938 and other applicable regulatory provisions and only a simplified version prepared for general information. Policyholders are advised to refer to the Insurance Act, 1938 and any other applicable Regulations/Circulars issued by the Authority for complete and accurate details.]

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# 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 from time to time and any other applicable Regulations/Circulars issued by the Authority. 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 for registering change or cancellation of a nomination(s) which will not exceed Rs.100/- (Rupees One Hundred only) on each occasion or as may 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; or
- e. or any of them,

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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 the exact text of Section 39 of the Insurance Act, 1938 and other applicable regulatory provisions and only a simplified version prepared for general information. Policyholders are advised to refer to the Insurance Act, 1938 and any other applicable Regulations/Circulars issued by the Authority for complete and accurate details.]

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

A simplified version of the provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time and any other Regulations/ Circulars issued by the Authority 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 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.

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- 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 the exact text of Section 45 of the Insurance Act, 1938 and other applicable regulatory provisions and only a simplified version prepared for general information. Policyholders are advised to refer to the Insurance Act, 1938 and any other applicable Regulations/ Circulars issued by the Authority for complete and accurate details]