

PNB MetLife Endowment Savings Plan Plus
UIN: 117N099V02
Individual, Non – Linked, Participating, Savings, Life Insurance Plan

Part A

1.1. Welcome Letter

[Name of the policyholder]
Date: dd-mm-yyyy
[Father/husband name]
[Address]

<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 nationalized bank in India serving more than 80 million customers in the last 120+ years. You can be assured that you have chosen the right partner for life.

This booklet contains your Policy Document along with other related information, including a copy of your Application. Please preserve this document as it would be required if the need arises.

Free look Provision: Please go through the terms and conditions of your Policy very carefully. If you have any objections to the terms and conditions of your Policy, you may cancel the Policy by giving a signed written notice to us within 15 days (30 days in case the Policy is sold to You through Distance Marketing) from the date of receiving your Policy, stating the reasons for your objection and you will be entitled to a refund of the premium paid, subject to a deduction of proportionate risk premium for the period of cover, stamp duty and/or the expenses incurred on medical examination (if any).

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

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

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

Yours Sincerely,
PNB MetLife India Insurance Co. Ltd.

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

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

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1.2. Policy Preamble

PNB MetLife Endowment Savings Plan Plus

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 enacted on receipt of the premium deposit and is based on the details in the Application received 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 Endowment Savings Plan Plus
Nature of the Plan	Individual Non-linked, , Participating, Savings, Life insurance plan
UIN	117N099V02

Application number		Policy number		Date of issue		Issuing office	
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1. Details of the Policyholder and Life Assured

Name of Policyholder		Gender		Date of Birth	
Name of Life Assured		Gender		Date of Birth	
Address of Policyholder					
Telephone Number					
Mobile Number					
Address of Life Assured					
Age admitted of the Life Assured <Yes/No>					

2. Policy Details

Base Plan	Plan option	Basic Sum Assured (Rs.)	Policy Term (years)	Premium Paying Term (years)	Installment Premium (Rs.)	Goods & Service Tax (Rs)*	Total Premiums Paid (Rs)	Annualised Premium (Rs)
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* **Goods & Service tax** (Inclusive of applicable cess) at prevailing rates. You will be responsible to pay any new or additional tax/levy or any changed amount of service tax/ cess being made applicable/ imposed on the premium(s) by competent authority.

3. Rider Details

Rider Name	Sum Assured (Rs.)	Policy Term (years)	Premium Paying Term (years)	Installment Premium (Rs.)	Goods and Service Tax (Rs)*	Total Premiums Paid (Rs)	Annualised Premium (Rs)
<<Rider name 1>>							
<<Rider name 2>>							

4. Contract Details

Date of Inception of Policy	<<DD MM YY>>	Premium Due Date	<<DD MM YY>>
Date of Commencement of Risk	<<DD MM YY>>	Last Premium Due Date	<<DD MM YY>>
Policy anniversary date	<<DD MM >>	Premium Payment Type	<<5/7/10/Regular>>Pay
Maturity Date	<<DD MM YY>>	Total Installment Premium (incl. of rider(s) premium, any extra premium, taxes & cesses)	Rs. <<>>

5. Details of Agent/Intermediary

Name	
License/Registration number	
Phone number	
Address	
Email address	

Special provisions/options (if any)	
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6. Nominee details

Name(s) of the Nominee	Relationship with Life Assured	Share(s) %
1) <<Name of nominee>>	<<Relation>>	<<Percentage>>
2)		
3)		
4)		

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

Appointee name	Relationship with Nominee	Age
<<Name off appointee>>	<<Relation>>	<<Age>>

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Key Feature Document

Plan options	Two options are available with this plan: Option 1: Savings Option Option 2: Savings Plus Option
Maturity Benefit	On survival of Life Assured till the end of the policy term, provided policy is in force and all due premiums have been paid the following benefits will be payable: <ul style="list-style-type: none"> • Sum Assured on Maturity and • Accrued Simple Reversionary Bonuses, if declared • Terminal Bonus, if declared
Death Benefit	In case of unfortunate death of the Life Assured during the policy term provided the policy is in-force on the date of death, the nominee shall receive Sum Assured on Death plus vested bonuses, if any For Savings and Savings Plus Option: Sum Assured on Death shall be defined as highest of <ul style="list-style-type: none"> • 10 times the Annualised Premium. • Basic Sum Assured (BSA) which is the absolute amount assured to be paid on death <p>where Annualised Premium shall be the premium payable in a Policy year chosen by the policyholder, excluding the underwriting extra premiums and loadings for modal premiums, if any. At any point in time the minimum death benefit shall be 105% of Total Premiums Paid up to the date of death.</p> <p>The benefit payable on death is Sum Assured on Death plus accrued simple reversionary bonuses plus terminal bonus, if declared.</p> <p>The policy terminates with the payment of death claim amount.</p>
Waiver of Premium on critical illnesses benefit	Under “Savings Plus” option, if the Life Assured is diagnosed from any of listed 35 critical illnesses while the policy is in force, all future premiums under the base policy will be waived off. This benefit is not available under “Savings Option”.

Key Product Conditions

Premium Payment Type / Policy options	Policy Term (Years)	
	Savings option	Savings Plus option
5 pay	10 years to 25 years	
7 pay	10 years to 25 years	
10 pay	15 years to 25 years	
Regular pay	10 years to 25 years	10 years to 15 years

Key Service Features

Nomination	Nomination shall be allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
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Assignment	Assignment shall be allowed under this policy as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.
Policy Loan	(a) The maximum amount of policy loan that you can avail will be limited to 90% of the Special Surrender Value of your policy at the end of the relevant Policy Year less any unpaid premiums for that year and loan interest accrued. The policy must be assigned to us to the extent of the loan taken. The rate of interest on such loan amount shall be prescribed by the Company from time to time. The rate of interest is taken as the 10 Year G-Sec rate plus 250 basis points rounded up to nearest 50 basis points. The prevailing interest rate for 2016 is 10.5% p.a. and the Company reserves the right to change this interest rate, subject to prior approval from IRDAI
Riders	You may opt for any of the following Riders at inception or at any policy anniversary during premium payment term. Each rider shall be subject to the terms and conditions of that rider: <ul style="list-style-type: none"> a) PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03) – This rider provides additional protection over and above the Death Benefit under this Policy in the event of the death of the life assured in an Accident. b) PNB MetLife Serious Illness Rider (UIN: 117B021V03) - This rider provides additional protection over and above the Death Benefit under this Policy in the event of the life assured being diagnosed with any of the 10 critical illnesses listed in the rider.
Premium Payment	Premium payment can be made by cash, cheque, credit card, ECS, online payment, demand draft, and direct debit or any other mode as prescribed by the IRDA of India
Customer Service No.	1800 425 6969 (Toll-free) or 022-4179 0300 (8am-8pm)
Grievance Redressal Mechanism	Visit us www.pnbmetlife.com Email us: indiaservice@pnbmetlife.co.in Write to us: 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. 022 - 4179 0300 (8am -8pm)/ Fax: 022 - 4023 1225

For detailed benefits, please refer to policy terms and conditions

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2. Part B

2.1. Definitions applicable to your policy

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

1. **“Age”** means age as on the last birthday; i.e. the age of the Life Assured in completed years as on Date of Inception of the Policy and is as shown in the Schedule
2. **“Annual Premium”** means one full year’s Premium (including loadings and excluding taxes)
3. **“Annualised Premium”** means the due premium as calculated and payable for a Policy Year. Annualised Premium excludes underwriting extra premium, frequency loadings on premium, if any, the premiums paid towards the Riders, if any and GST (service tax) and cess if any
4. **“Application”** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Policy**
5. **“Appointee”** means the person named in the Schedule to receive payment under this Policy, if the Nominee is a minor at the time payment becomes due under this Policy
6. **“Basic Sum Assured (BSA)/Sum Assured”** means the absolute amount specified in the Schedule which is the minimum amount assured to be paid on the death of the Life Assured
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 IRDA of India Regulations and contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy
8. **“Benefits”** means the Death Benefit, Maturity Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy
9. **“Base Premium”** means the Installment Premiums that are paid towards the Policy and excludes the premiums paid towards the Riders and does not include any GST (taxes, cess and/or levies)
10. **“Claimant”** means either the Life Assured or the Policyholder or the Nominee or the assignee or the legal heir of the Nominee / policyholder as the case may be
11. **“Company/Us/We/Our”** means PNB MetLife India Insurance Company Limited
12. **“Date of Commencement of risk”** means the date on which the risk under the Policy and Riders, if opted for, comes into effect and is as specified in the **Schedule**. The commencement of risk cover on the Life Assured shall depend on the age of the Life Assured on commencement of the Policy.
13. **“Date of Inception of the Policy”** means the date on which this Policy is issued after We have accepted the risk under the Application. The Date of Inception of the Policy is shown in the Schedule
14. **“Date of commencement of the Policy”** is the same as the Date of Inception of the Policy
15. **“Grace Period”** means the time granted by Us from the due date for the payment of Installment Premium, without any penalty or late fee, during which time the Policy is considered to be in In-force Status with the risk cover without any

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interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the Installment Premium is 15 days, where the Policyholder pays the premium on a monthly basis and 30 days in all other cases.

16. **“In-force Status”** means a condition during the term of the Policy, wherein the coverage of risk on the life of the life assured is subsisting and You have paid all the due Installment Premiums
17. **“Installment Premium”** means the amount stipulated in the Schedule and paid at regular intervals (yearly/half yearly/ or monthly mode as shall be applicable) by You for the chosen Premium Payment Term as consideration for acceptance of risk and Benefits specified as such in the Policy Document
18. **“IRDA of India”** means the Insurance Regulatory and Development Authority of India
19. **“Lapse”** means a condition wherein the Policy has not acquired Surrender Value and the due Premiums have not been paid for at least the first two consecutive Policy Years in full, as required under the Policy, thereby rendering this Policy unenforceable. No benefits will be paid when the Policy is in Lapse status.
20. **“Life Assured”** means the person, named as such in the Schedule, on whose life, the insurance cover is effected in the terms of this Policy
21. **“Maturity Benefit”** means the amount of benefit which is payable on maturity i.e. at the end of the Policy Term, as stated in the Schedule at the inception of the Policy.
22. **“Maturity Date”** means the date specified in the Schedule on which the Maturity Benefit is payable to the You
23. **“Medical Practitioner”** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. Medical Practitioner shall not include:
 - a) Your close relative; or
 - b) A person who resides with the Policyholder; or
 - c) A person covered under this Policy
24. **“Nominee”** means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the You, to receive the admissible benefits, in the event of death of the Life Assured
25. **“Participating”** means the Policy participates in the profits of the participating fund of the Company
26. **“Paid-up Benefit”** means the amount payable on the occurrence of events, as specified under the Policy, when the Policy is in Paid-up Status
27. **“Paid-up/Paid-up status/Reduced Paid-up”** means a condition during the Policy Term, wherein the Premiums have been paid in full for at least the first two consecutive Policy Years, and the remaining due Premiums have not been paid, rendering the Policy to continue at a reduced level of Benefits, as specified under the Policy
28. **“Policy”** means this PNB MetLife Endowment Savings Plan Plus, which is the evidence of the contract between Us and You.
29. **“Policy Anniversary”** means the start date of every subsequent Policy Year
30. **“Policy Term”** means the entire term of the policy as specified in the Schedule
31. **“Policy Year”** means a period of 12 consecutive months starting from the date of commencement of the Policy as stated in the Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter

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32. **“Policyholder/Policy owner/Proposer/You”** means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law. In the event the proposer named in the Application is different from the Life Assured, then the proposer shall be the Policyholder
33. **“Premium”** means the payments to be made by You as per the chosen Premium Payment Term, to keep the Policy in force, in accordance with the frequency of payment chosen by You and is the amount as specified in the Schedule
34. **“Premium Payment Term”** means the period or the term of the Policy during which You are required to pay the premiums with respect to the Policy, to Us
35. **“Prevailing Rate of Interest”** means the applicable rate of interest as declared by Us from time to time that shall be charged to You on specified transactions related to the Policy, subject to approval of the IRDA of India
36. **“Regulation”** means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the IRDA of India from time to time
37. **“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 or late fee if any, as per the terms and conditions of the policy, upon being satisfied as to the continued insurability of the Life Assured or Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with Board approved underwriting policy.
38. **“Revival Period”** means the period of five consecutive years from the date of first unpaid Premium, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of such Premium.
39. **“Rider”** means the rider terms and conditions that are attached to and form a part of the Policy. The Schedule will specify if any Riders are available and in force under the Policy
40. **“Schedule”** means the attached Schedule that provides your Policy Benefits, the terms of the contract and details provided by You, along with all its annexes, issued by Us for this Policy. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time
41. **“Specialist”** means a person who holds a recognised post graduate qualification in any specialised stream of allopathic medicine, is registered by the Medical Council and is practicing within the scope of such license, and shall not include:
- a) Any relative of the Policyholder / Insured; or
 - b) Any person who resides with the Policyholder / Insured; or
 - c) Any person covered under this Policy
42. **“Surrender”** means the complete withdrawal/ termination of the Policy in its entirety by You
43. **“Surrender Value”** means an amount, as specified under the Policy, that is payable upon complete withdrawal/termination of the entire Policy by You
44. **“Total Premiums Paid”** means the total of all Installment Premiums received by Us during the Premium Payment Term excluding extra underwriting premiums, Rider premium, if any, GST (Service tax) and cess, if any paid by the Policyholder.
45. **“You/your”** means the Policyholder named in the Schedule
46. **“Waiting Period”** For Savings Plus option there will be a waiting period of 90 days from Policy inception or from any subsequent revival, whichever is later. If a claim occurs for the waiver of premium (WOP) benefit under Savings Plus option during waiting period, the WOP cover terminates and future premiums for the plan shall be reduced to the premiums payable under Savings option for a similar contract (i.e. same age at entry, Sum Assured, policy term, premium payment mode, including any discounts, if applicable)

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Part C

Policy Features, Benefits & Premium Payment Conditions

3.1. Policy Features

PNB MetLife Endowment Savings Plan Plus is an Individual, Non-linked, Participating, Savings, Life Insurance plan with limited and regular premium payment term that offers benefits on death, survival and maturity as listed below. The benefits will be payable subject to the terms and conditions of this Policy, as mentioned in this Policy Document.

3.2. Policy Benefits

3.2.1. Maturity Benefit

On survival of the Life Assured till the Maturity Date, provided that the Policy is In-force Status and all due premiums have been received in full by Us, the Maturity Benefit payable will be the sum of:

- Sum Assured on Maturity
- Accrued Simple Reversionary Bonuses, if declared
- Terminal Bonus, if declared

Where,

- ✓ Sum Assured on Maturity is the absolute amount of benefit guaranteed to be paid on Maturity Date, which is same as Basic Sum Assured
- ✓ Simple Reversionary Bonus (SRB)
 - We may declare Simple Reversionary Bonus under the Policy on the Policy Anniversary commencing from the 1st Policy Anniversary, provided the Policy is In-force Status
 - Once a Simple Reversionary Bonus is declared by Us it accrues under the Policy and is guaranteed to be paid along with the Death Benefit or Maturity Benefit of the Policy. Simple Reversionary Bonus is expressed as a percentage of the Basic Sum Assured
- ✓ Terminal Bonus (TB)
 - We may declare Terminal Bonus under the Policy from the 10th Policy Year onwards
 - Terminal Bonus is expressed as a percentage of declared Simple Reversionary Bonuses and, if declared, will be paid along with the Death Benefit or Maturity Benefit

3.2.2. Waiver of premium on critical illnesses Benefit (WoP on CI)

Option 1: Savings option

WoP on CI benefit is not applicable under this plan option

Option 2: Savings Plus option

If the Life Assured is diagnosed to be suffering from any of the 35 Critical Illnesses listed in Appendix A to the Policy while the Policy is In-force Status, all future Premiums that would otherwise have been payable under the base policy shall be waived for the remainder of the Premium Payment Term subject to:

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- Waiting period of 90 days (from the later of the Date of Inception of the Policy or the date of the last revival of the Policy, as applicable). In this period, if a Critical Illness is contracted, then the waiver of premium cover terminates and future premiums for the plan shall be reduced to the premium payable under Savings option for a similar contract (i.e. same age at entry, Sum Assured, policy term, premium payment mode, including any discounts, if applicable); and
- We receive notice of the claim and the specified claim documentation in accordance with Section 6.3 of Part F; and
- The Critical Illness has been confirmed in writing by a registered Medical Practitioner, including a Specialist acceptable to Us, (the costs of which shall be borne by You); and

No waiver of premium will be triggered for any event which is a direct or indirect result of a condition which was not disclosed by the member and for which, prior to the risk commencement date medical advice or treatment was recommended or given by a registered medical practitioner; or evidence of the event existed which would cause a reasonable person to seek diagnosis, care or treatment from a registered medical practitioner. The same shall be governed by section 45 of Insurance Act, 1938.

Waiver of Premium benefit will not be applicable on riders, if any.

We reserve the right to require examination of the **Life Assured** and confirmation of the diagnosis of the critical illness by a Medical Practitioner approved by **Us**.

3.2.3. List of Critical Illnesses

As listed in Appendix-A

3.2.4. Death Benefit

In the event of the unfortunate death of the Life Assured during the Policy Term provided that the Policy is still In-force Status on the date of death, the nominee shall receive Sum Assured on Death (as described below) plus the accrued Simple Reversionary Bonuses plus Terminal Bonus, if any, subject to a minimum of 105% of the Total Premiums Paid up to the date of death and the Policy shall terminate

Where Sum Assured on Death is the highest of:

- 10 times of the Annualised Premium
- Basic Sum Assured (BSA) which is the absolute amount assured to be paid on death

3.3. Other features and benefits

3.3.1. Rider Benefits

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

- a. **PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03)** – This Rider provides additional protection over and above the Death Benefit under this Policy in the event of the death of the Life Assured due to an Accident.
- b. **PNB MetLife Serious Illness Rider (UIN: 117B021V03)** - This Rider provides additional protection over and above the Death Benefit under this Policy in the event of the Life Assured being diagnosed with any of the 10 critical illnesses covered under the Rider.
 - I. Rider Sum Assured shall be subject to Sum Assured of the Base Policy.
 - II. The total premium for all the Riders opted shall be subject to maximum of 30% of the premium of the Base Policy.
 - III. The Rider policy and premium payment term opted shall be equal to the outstanding policy and premium payment term of the Base policy

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- IV. When the Base Policy is in Paid-up Status, Lapsed, Surrendered or forfeited, the Rider attached to the Base Policy will also terminate immediately and automatically.
- V. For more details on the Rider benefits, features, terms and conditions, please refer to the Rider terms and conditions carefully or contact Your insurance advisor.
- VI. For Savings Plus option no waiver of premium benefit shall be applicable on riders.

3.4. Premium Payment Conditions

3.4.1. Payment of Premium

- (a) The available premium payment modes under the Policy are annual, half yearly and monthly
- (b) You must pay the Installment Premiums on or before the due date specified in the Schedule
- (c) Premiums are payable for the entire Premium Payment Term or until death (or until incidence of a covered critical illness for Savings Plus option), whichever happens earlier
- (d) All taxes, cesses, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the Installment Premiums to be paid by You
- (e) Collection of advance premium shall be allowed under this Policy provided due Premiums are collected in the same financial year. However, where the Premium due in one financial year is being collected in advance in earlier financial year, We will accept the same for a maximum period of 3 months in advance of the due date of that Installment Premium.
- (f) If a claim occurs for the waiver of premium (WOP) benefit under Savings Plus option during waiting period, the WOP cover terminates and future premiums for the plan shall be reduced to the premiums payable under Savings option for a similar contract (i.e. same age at entry, Sum Assured, policy term, premium payment mode, including any discounts, if applicable). The reduced Annualised premium will be considered for calculation of death benefit for the rest of the policy term.

3.4.2. Alteration of the Premium payment mode

Alteration between different modes of premium payment is allowed only at any Policy Anniversary on request.

3.4.3. Grace Period

Premium that is not received in full by us by its due date may be paid in full during the Grace Period. In the event of the Life Assured's death during the Grace Period, the Death Benefit shall be payable in full in accordance with clause 3.2.4

3.4.4. Rider Premium

Riders will be available, on payment of additional premium over and above the Base Premium provided that the conditions applicable to the rider (such as permitted entry age, Rider Term, Premium Payment Term and Sum Assured) are satisfied. Rider premium should be paid on the due date or within the Grace Period. The mode of rider premium payment shall be same as the mode of premium payment under the Base Plan. The rider premium payment term will be either equal to or lower than the Premium Payment Term of the Base Policy. For Savings Plus option no waiver of premium benefit shall be applicable on riders.

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3.4.5. Premium mode loading / Modal Factors

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

Premium Paying Mode	Modal Factors
Half Yearly	0.5131
Monthly	0.0886

3.4.6. High Sum Assured Discount

You will be eligible for a premium discount under both savings and savings plus options in case of opting high premium as below:

Premium Payment Type	Premium band (Rs. lakhs)	Premium discount (Rs. Per 1000 Basic Sum Assured)
5 Pay	Less than 1	Nil
	Equal to or more than 1 and less than 2	1.5
	Equal to 2 and above	3
7 Pay	Less than 0.5	Nil
	Equal to or more than 0.5 and less than 1	2
	Equal to or more than 1 and less than 2	4
	Equal to 2 and above	5
10 Pay	Less than 0.5	Nil
	Equal to or more than 0.5 and less than 1	1.5
	Equal to or more than 1 and less than 2	3
	Equal to 2 and above	4.5
Regular Pay	Less than 0.5	Nil
	Equal to or more than 0.5 and less than 1	3
	Equal to or more than 1 and less than 2	4
	Equal to 2 and above	5

3.4.7. Discount for employees and business sourced from Online sales

A flat discount of 5% on the premium rate will be offered to policies sold via “Online sales” and Proposal Forms submitted directly to Us by Our employees or employees of Punjab National Bank, J&K Bank, and MetLife International. No commission is payable to the Policies completed with this discount.

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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 the Policy, You may cancel the Policy by giving a signed written notice to Us within 15 days (30 days in case the Policy is sold to You through Distance Marketing) from the date of receiving the Policy, stating the reasons for Your objection and You will be entitled to a refund of the premium paid, subject to a deduction of proportionate risk premium for the period of cover, stamp duty and/or the expenses incurred on medical examination (if any).

4.2. Loan

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

- (a) The proposed loan amount does not exceed 90% of the Special Surrender Value calculated in accordance with clause 4.4 at the end of the current Policy Year less any unpaid Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
- (b) The Policy is assigned to Us absolutely and without any conditions to the extent of the outstanding loan amount. It is understood and agreed that, subject to the provisions of Section 38 and 39 of the Insurance Act 1938, as amended from time to time, this assignment will cancel all nominations and other assignments in force at the time, to the extent of the outstanding loan and interest.

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

- (b) You shall re-pay the loan in the manner and in the amounts specified by Us at the time of disbursement of the loan;
- (c) We shall charge interest on the loan amount granted at the Prevailing Rates of Interest at the time of disbursement of the loan. The rate of interest on such loan amount shall be prescribed by the Company from time to time. The rate of interest is taken as the 10 Year G-Sec rate plus 250 basis points rounded up to nearest 50 basis points. The prevailing interest rate for 2016 is 10.5% p.a. and Company reserves the right to change this interest rate, subject to prior approval from IRDAI.
- (d) Interest on the loan is due at the end of each Policy Year. If the interest amount is not received in full within 30 days of it becoming due, the interest amount will be added to the loan principal amount. The revised loan principal amount (as on the due date of the interest amount) will bear interest at the same rate as the original loan principal;
- (e) You may take any additional loan under the Policy in accordance with this provision provided that the proposed loan amount and the existing loan principal cumulatively do not exceed 90% of the Special Surrender Value calculated in accordance to clause 4.4 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;
- (f) If the Life Assured dies before all outstanding loan amounts have been received by Us, then We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Death Benefit payable under the

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Policy.

- (g) If the outstanding loan amounts have not been received by Us by the Maturity Date, We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Maturity Benefit payable under the Policy.
- (h) If the outstanding loan amounts have not been received by Us on the date of Surrender of the Policy, We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Surrender Value payable under the Policy.
- (i) Policies which are in In-force Status or Paid-up Status shall not be foreclosed on account of outstanding loan amount exceeding the Surrender Value.

4.3. Premium Discontinuance

If you discontinue paying Premium, the policy will either Lapse or get converted to Paid-Up Status in accordance with the following provisions:

4.3.1. Lapse

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

The Lapsed Policy can be revived within the Revival Period. No benefits will be payable under the Policy if the Policy is not revived in accordance with Clause 4.5

4.3.2. Paid-Up Value

If all due Installment Premiums for at least the first two consecutive Policy Years have been received and if the Policy has acquired a Surrender Value and no future Premiums are paid, You will have the option to either Surrender the Policy in accordance with Clause 4.4 or continue the Policy in Paid-Up Status with reduced Benefits.

If You exercise the option to continue the Policy in Paid-Up Status, the reduced Benefits payable shall be in accordance with the table below

Benefits	Payout
Death Benefit	Sum Assured on Death calculated in accordance with Clause 3.2.4 of Part C X (Number of Installment Premiums paid / Number of Installment Premiums payable during the Premium Payment Term); Plus sum of all accrued Simple Reversionary At any point in time the minimum death benefit shall be 105% of all premiums paid as on date of death
Maturity Benefit	Sum Assured on Maturity X (Number of Installment Premiums paid / Number of Installment Premiums payable during the Premium Payment Term); Plus sum of all accrued Simple Reversionary Bonuses added till the date of Paid-up Status
Critical Illness	Savings option: Not applicable Savings Plus option: if critical illness occurs when the policy is in Paid-up status, Waiver of premium benefit shall not be applicable

On the Policy acquiring Paid-up Status:

- The Policy shall not be eligible for any future Simple Reversionary Bonuses or Terminal Bonus declared by Us.
- Rider benefits, if any, shall cease immediately and automatically

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4.4. Surrender

The surrender benefit for Savings and Savings Plus Option:

You may surrender the Policy provided that policy has acquired Surrender Value in accordance with the following provisions. We will pay a Surrender Value which is equal to the higher of the Guaranteed Surrender Value or Special Surrender Value which are calculated as specified below. Once Surrendered, the Policy cannot be revived.

- If all Installment Premiums for at least the first 2 consecutive Policy Years have been paid, the Policy shall acquire a Surrender Value.

Guaranteed Surrender Value:

Guaranteed Surrender Value is equal to GSV Premium Factor multiplied by the Total Premiums Paid Plus GSV Simple Reversionary Bonus Factor multiplied by the sum of all accrued Simple Reversionary Bonuses, if any. The GSV Premium Factors and GSV Simple Reversionary Bonus Factors can be downloaded from Our Website www.pnbmetlife.com

Special Surrender Value (SSV):

Special Surrender Value is the surrender value specified by Us on receipt of a request for surrender and shall be calculated on the following approach using Special Surrender Value Factors:

Special Surrender Value is calculated as $SSV \text{ Factors} * \text{Maturity Paid Up Sum Assured}$

Where Maturity Paid Up Sum Assured = Sum Assured on Maturity X (Number of Installment Premiums paid / Number of Installment Premiums payable during the Premium Payment Term); Plus sum of all accrued Simple Reversionary Bonuses added till the date of paid-up

The SSV Factors will be determined by Us from time to time and depends on prevailing market conditions and is not guaranteed. SSV Factors changed during the Policy Term will be with prior approval of the IRDA of India.

4.5. Policy Revival

A Policy that has Lapsed or that has been converted to a Paid-up Policy in accordance with Section 4.3 may be revived during the Revival Period by giving Us written notice to revive the Policy, provided that:

- a. Satisfactory evidence of insurability of the Life Assured in accordance with Our board approved underwriting policy is provided to Us at Your expense. We may charge extra premium for the continuance of the Policy in accordance with Our board approved underwriting policy;
- b. The due Premium and interest at the rate specified by Us is paid to Us in full. Currently, the Company charges 8% p.a. interest on revivals. We may change the applicable interest rate from time to time with the prior approval of the IRDA of India.
- c. The rate of interest is calculated as the 10 Year G-Sec rate plus 100 basis points, rounded up to the nearest 50 basis points. The Company will review the rate on an annual basis in April based on the prevailing G-Sec rate. However, under special circumstances where the G-Sec rate changing in excess of 200 basis points from the G-Sec rate used for calculating the current interest rate, the company shall review the rate based on the prevailing G-Sec rate.
- d. This formula will be reviewed annually and only altered subject to prior approval of IRDA of India.

On revival of the Policy, accrued Simple Reversionary Bonuses, will also be revived.

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4.6. Termination of the Policy

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

- a. On cancellation during Free look Period.
- b. The date on which the Surrender Benefits are settled under the Policy.
- c. At the expiry of Revival Period, if the Policy has not been revived and provided the said Policy has not been converted into a Reduced Paid-Up Policy in accordance with 4.3.2
- d. On payment of the Death Benefit or Maturity Benefit, whichever applicable.

SAMPLE

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Part E

Not applicable

SAMPLE

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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 shall 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 shall 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

Savings Option

In order to make a claim for the **Death Benefit** under this **Policy**, it is mandatory that the claimant furnishes **Us** with all of the information and documentation We request, including but not limited to:

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

Savings Plus Option

In order to make a claim for the Death Benefit under this Policy, it is mandatory that the claimant furnishes Us with all of the information and documentation We request, including but not limited to:

- (a) The original Policy document;
- (b) The claim form prescribed by Us, duly completed;
- (c) Evidence of date of birth if We have not admitted age;
- (d) Proof of title to the Policy where applicable;

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- (e) Medical report confirming the occurrence of Critical Illness which is acceptable to Us;
- (f) All past and present medical records (such as discharge summary, daily records and investigation test reports), if available;
- (g) FIR, police inquest, final police report, if applicable;
- (h) Original or a certified copy of the death certificate showing the circumstances and cause and the date of death, if applicable;
- (i) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier;
- (j) Nominee / Appointee/legal heir identification and address proof, if applicable;
- (k) Attending consultant's statement confirming occurrence of the critical illness;
- (l) The discharge voucher prescribed by Us, duly completed;
- (m) Any other documentation or information, We request

Furnishing of the above information and documentation is a condition precedent for Us to pay a claim under this policy. We request the claimant shall submit all the above documents within 45 days of the occurrence of the claim incidence. We shall consider submission of the above documents beyond 45 days but not later than 90 days from the occurrence of the claim incidence if there are valid reasons for such a delay on the claimant's part. Subject to claimant submitting all the documents as mentioned above within 45 days of the occurrence of the claim incidence or within the permitted extended timelines provided above, We shall pay the claim amount within 30 days from the date of receipt of the last of the documents as mentioned above, failing which We shall pay interest on the claim amount to the claimant at the rate of 2% more than the prevailing bank rate for savings accounts prevalent at the beginning of the financial year in which the claim has been reviewed by Us

6.4. Maturity Benefit Payout Procedure

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

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

6.5. Taxation

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

6.6. Currency & Place of Payment

All amounts payable either to or by us will be paid in the currency shown in the Schedule. Such amounts will be paid by a negotiable bank draft or cheque drawn on a bank in the country in which the currency of this Policy is denominated.

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6.7. Fraud, Misrepresentation and Forfeiture

Fraud, Misrepresentation and Forfeiture 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. Suicide Exclusion

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

6.9. Exclusions

Apart from the disease specific exclusions given along with definitions of diseases, no waiver of premium benefit will be payable if the Critical Illness is caused or aggravated directly or indirectly by any of the following acts of the life insured unless those are beyond his / her control:

- a. Any diseases occurring within 90 days of the start of coverage or date of revival (i.e. during the waiting period).
- b. Failure to follow medical advice
- c. Any condition that is pre-existing at the time of inception of the policy
 - Pre-existing Disease means any condition, ailment, injury or disease: That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
 - For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
- d. Intentional self-inflicted injury, attempted suicide
- e. Life Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner
- f. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes
- g. Participation by the life insured in a criminal or unlawful act with illegal or criminal intent
- h. Engaging in or taking part in professional or adventure sport(s) which are hazardous in nature including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping
- i. Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature

6.10. Proof of Age

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

- a. If the actual age of Life Assured proves to be higher than what is stated in the Application, the Basic Sum Assured will be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated. The Policy will continue to be in force;
- b. If the actual age proves to be lower than what is stated in the Application, the premium paid in excess will be refunded to you without interest or may be adjusted towards future premium at our sole discretion. The Policy will continue to be in force.

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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 at our sole discretion to take such action as may be deemed appropriate including cancellation of the Policy upon payment of the Surrender Value.

6.11. Vesting on attaining age of majority

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

6.12. Loss of the Policy Document

If the Policy is lost or destroyed, you may make a written request for a duplicate Policy which we will issue duly endorsed to show that it is in place of the original document. Upon the issue of a duplicate Policy, the original will cease to have any legal force or effect.

6.13. Policyholder's Rights

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

6.14. 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.

6.15. Governing Law & Jurisdiction

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

6.16. Our Address for Communications

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

**PNB MetLife India Insurance Co. Ltd,
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

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) or 080-26502244
- Email at india_grievancecell@pnbmetlife.co.in
- Write to

Customer Service Department,

1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062. Phone: +91-22-41790000, Fax: +91-22-41790203

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

Level 2:

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

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

**PNB MetLife India Insurance Co. Ltd,
Platinum Towers, 4th Floor, Sohna Road,
Sector - 47, Gurgaon – 122002**

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

Level 3:

If You are not satisfied with the response or do not receive a response from Us within fifteen (15) days, You may approach the IRDAI Grievance Cell Centre (IGCC) on the following contact details:

- Online : You can register Your complaint online at <http://www.igms.irda.gov.in>
- By Post : You can write or fax Your complaints to

**Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032, Telangana**

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- By E-mail : E-mail ID: complaints@irda.gov.in
- By Phone : 1800 4254 732

In case You are not satisfied with the decision/resolution, You may approach the Insurance Ombudsman at the address in the list of Ombudsman below, if Your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the Policy;
- Delay in settlement of claim;
- any partial or total repudiation of claims by Us;
- Dispute with regard to premium; or
- Misrepresentation of terms and conditions of the Policy;
- Policy servicing related grievances against Us or Our agent/intermediary;
- Issuance of Policy in non-conformity with the proposal form;
- Non-issuance of the Policy after receipt of premium; or
- Any other matter resulting from the violation of provisions of the Insurance Act, 1938 as amended from time to time or the Regulations, circulars, guidelines or instructions issued by the IRDA of India from time to time or the terms and conditions of the Policy, in so far as they relate to issues mentioned above.

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

7.2. List of Insurance Ombudsman

CONTACT LOCATION	CONTACT DETAILS	JURISDICTION
AHMEDABAD	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.:- 079- 25501201/02/05/06.	State of Gujarat, Union Territories of Dadra & Nagar Haveli and Daman and Diu.

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	Email:- bimalokpal.ahmedabad@ecoi.co.in	
BENGALURU	19/19, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor 24 th Main, J.P. Nagar First Phase, Bengaluru- 560 078 Tel.: 080 – 26652049/26652048 Email: bimalokpal.bengaluru@ecoi.co.in	State of Karnataka.
BHOPAL	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, Bhopal – 462 003. Tel.:- 0755-2769201/202. Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chhattisgarh.
BHUBANESHWAR	62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674- 2596461/2596455. Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Orissa.
CHANDIGARH	S.C.O. No. 101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172- 2706196, 2706468. Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh.
CHENNAI	Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai – 600 018. Tel.:- 044-24333668/24335284. Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territory Pondicherry Town and Karaikal (which is part of Union Territory of Pondicherry).
DELHI	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011- 23232481/23213504. Email:- bimalokpal.delhi@ecoi.co.in	New Delhi.
ERNAKULAM	2 nd Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam, Kochi-682 015. Tel.:- 0484 - 2358759 / 2359338. Fax:- 0484 - 2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe – a part of Union Territory of Pondicherry
GUWAHATI	Jeevan Nivesh' Bldg., 5th Floor, Near. Pan bazar over bridge, S.S. Road, Guwahati – 781001. Tel.:- 0361- 2632204 / 2602205. Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122. Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana, Union Territory of Yanam which is a part of Territory of Pondicherry.
JAIPUR	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141 -2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan.
KOLKATA	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. TEL : 033-22124339/22124340. Fax : 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.
LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330/1 Fax:- 0522-2231310 Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur,

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		Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106552/6960. Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Bhagwan Sahai Palace, 4 th Floor, Main Road, Naya Bans, Sector-15, G.B. Nagar, UP-201301 Tel.:- 0120-2514250/52/53 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Kalpana Arcade Building, 1 st Floor, Bazar Samiti Road, Bahadurpur, Patna- 800.006 Tel.: 0612- 2680952 Email: bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkand
PUNE	3 rd Floor, Jeevan Darshan Bldg., C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030 Tel.: 020 - 41312555 Email: bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Annexure A

Section 39, Nomination by policyholder

1. Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:
2. 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.
3. 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 is to be laid down by the company.
4. Nomination can be made at any time before the maturity of the policy.
5. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the company and can be registered by the company in the records relating to the policy.
6. 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.
7. A notice in writing of Change or Cancellation of nomination must be delivered to the company for the company to be liable to such nominee. Otherwise, company 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 company.
8. Fee to be paid to the company for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
9. On receipt of notice with fee, the company should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
10. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the company 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 company's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
11. 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.
12. 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.
13. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
14. Where the policyholder whose life is insured nominates his
 - parents or
 - spouse or
 - children or
 - spouse and children
 - or any of them

the nominees are beneficially entitled to the amount payable by the company 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.

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).

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15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Act, 1938, as amended from time to time and only a simplified version prepared for general information. Policy Holders are advised to refer the Insurance Laws (Amendment) Act 2015 notified in the Official Gazette on 23rd March 2015 for complete and accurate details.]

SAMPLE

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Section 38, Assignment and Transfer of Insurance Policies

1. Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014. The extant provisions in this regard are as follows:
2. This policy may be transferred/assigned, wholly or in part, with or without consideration.
3. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Company.
4. 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.
5. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
6. The transfer of assignment shall not be operative as against an company 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 company.
7. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the company should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the company of duly receiving the notice.
9. If the company maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
10. The company may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - not bonafide or
 - not in the interest of the policyholder or
 - not in public interest or
 - is for the purpose of trading of the insurance policy.
11. Before refusing to act upon endorsement, the Company 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
12. In case of refusal to act upon the endorsement by the Company, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Company.
13. 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 company; 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.
14. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - (a) where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - (b) where the transfer or assignment is made upon condition that
 - (i) the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - (ii) the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
15. In other cases, the company 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
 - 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
 - may institute any proceedings in relation to the policy

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- 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

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.

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

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014 are as follows:

1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 years from
 - the date of issuance of policy or
 - the date of commencement of risk or
 - the date of revival of policy or
 - the date of rider to the policywhichever is later.

2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
 - the date of issuance of policy or
 - the date of commencement of risk or
 - the date of revival of policy or
 - the date of rider to the policywhichever is later.

For this, the company 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.

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the company or to induce the company to issue a life insurance policy:
 - The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - The active concealment of a fact by the insured having knowledge or belief of the fact;
 - Any other act fitted to deceive; and
 - Any such act or omission as the law specifically declares to be fraudulent.
4. 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.
5. No Company 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 company. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. 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 company 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.
7. 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. However, the payment will be as per IRDAI direction/Regulation/Circular from time to time.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the company. The onus is on company to show that if the company had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The company 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.

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Appendix – A

Definitions and Exclusions of Critical Illness Benefit

1. Cancer of Specified Severity

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

The following are excluded:

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

2. First Heart Attack

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

- i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- ii. New characteristic electrocardiogram changes
- iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- i. Other acute Coronary Syndromes
- ii. Any type of angina pectoris
- iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. Open Chest CABG

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

The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures

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4. Open Heart Replacement Or Repair Of Heart Valves

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

5. Coma of Specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

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

6. Kidney Failure Requiring Regular Dialysis

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

7. Stroke Resulting In Permanent Symptoms

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

The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

8. Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of Langerhans are transplanted

9. Permanent Paralysis of Limbs

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

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10. Motor Neurone Disease

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

11. Multiple Sclerosis with Permanent Symptoms

The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Other causes of neurological damage such as SLE are excluded.

12. Blindness

Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

The Blindness is evidenced by:

- i. corrected visual acuity being 3/60 or less in both eyes or ;
- ii. the field of vision being less than 10 degrees in both eyes.

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

13. Apallic Syndrome

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

- i. Complete unawareness of the self and the environment
- ii. Inability to communicate with others
- iii. No evidence of sustained or reproducible behavioral responses to external stimuli
- iv. Preserved brain stem functions
- v. The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

14. Benign Brain Tumour

Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

The following conditions are excluded:

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

15. Severe Liver Disease

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Permanent and irreversible failure of liver function that has resulted in all three of the following:

- i. Permanent jaundice; and
- ii. Ascites; and
- iii. Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

16. Chronic Lung Disease

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

- i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ($\text{PaO}_2 < 55\text{mmHg}$); and
- iv. Dyspnea at rest.

17. Third-Degree Burns

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

18. Loss of Limbs

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

19. Major Head Trauma

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

The Activities of Daily Living are:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility: the ability to move indoors from room to room on level surfaces;
- v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- vi. Feeding: the ability to feed oneself once food has been prepared and made available.

The following are excluded:

- i. Spinal cord injury
- 20. Surgery of The Aorta -**

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Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- i. Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- ii. Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers–Danlos syndrome)
- iii. Surgery following traumatic injury to the aorta

21. Alzheimer's Disease

A definite diagnosis of Alzheimer's disease evidenced by all of the following:

- i. Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
- ii. Personality change
- iii. Gradual onset and continuing decline of cognitive functions
- iv. No disturbance of consciousness
- v. Typical neuropsychological and neuroimaging findings (e.g. CT scan)

The disease must require constant supervision (24 hours daily) [before age 65]. The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.

For the above definition, the following are not covered:

- i. Other forms of dementia due to brain or systemic disorders
- 22. Aplastic Anaemia**

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

- i. Bone marrow stimulating agents
- ii. Immunosuppressant
- iii. Bone marrow transplantation

The diagnosis must be confirmed by a Consultant Hematologist and evidenced by bone marrow histology. Temporary or reversible aplastic anemia is excluded and not covered in this Policy.

23. Cardiomyopathy

A definite diagnosis of one of the following primary cardiomyopathies:

- i. Dilated Cardiomyopathy
- ii. Hypertrophic Cardiomyopathy (obstructive or non-obstructive)
- iii. Restrictive Cardiomyopathy
- iv. Arrhythmogenic Right Ventricular Cardiomyopathy

The disease must result in at least one of the following:

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

The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram or cardiac MRI. The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined by a Consultant Cardiologist.

For the above definition, the following are not covered:

- i. Secondary (ischemic, valvular, metabolic, toxic or hypertensive) cardiomyopathy

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- ii. Transient reduction of left ventricular function due to myocarditis
- iii. Cardiomyopathy due to systemic diseases
- iv. Implantation of an Implantable Cardioverter Defibrillator (ICD) due to primary arrhythmias (e.g. Brugada or Long-QT-Syndrome).

24. Deafness

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

25. Loss of Speech

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

26. Medullary Cystic Disease

A definite diagnosis of medullary cystic disease evidenced by all of the following:

- i. Ultrasound, MRI or CT scan showing multiple cysts in the medulla and corticomedullary region of both kidneys
- ii. Typical histological findings with tubular atrophy, basement membrane thickening and cyst formation in the corticomedullary junction
- iii. Glomerular filtration rate (GFR) of less than 40 ml/min (MDRD formula)
- iv. The diagnosis must be confirmed by a Consultant Nephrologists.

For the above definition, the following are not covered:

- i. Polycystic kidney disease
- ii. Multicystic renal dysplasia and medullary sponge kidney
- iii. Any other cystic kidney disease

27. Muscular Dystrophy

A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle without involvement of the nervous system. The diagnosis must be confirmed by a company appointed Registered Medical Practitioner who is a neurologist based on all the following conditions:

- i. Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- ii. Characteristic Electromyogram; or
- iii. Clinical suspicion confirmed by muscle biopsy.

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

Activities of Daily Living are:

Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

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

The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings

28. Primary Pulmonary Hypertension

An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

The NYHA Classification of Cardiac Impairment are as follows:

- i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

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

29. Systemic Lupus Erythematosus (SLE)

The Systemic Lupus Erythematosus (SLE) is a systemic autoimmune disease. It can affect any part of the body. The immune system erroneously attacks the body's cells and tissue resulting in inflammation and damage. It can be diagnosed by typical laboratory findings and associated symptoms, the so-called butterfly rash being the most known, and has to be treated with corticosteroids or other immunosuppressants.

A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:

- i. Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
- ii. Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
- iii. Continuous treatment with corticosteroids or other immunosuppressants

Additionally, one of the following organ involvements must be diagnosed:

- i. Lupus nephritis with proteinuria of at least 0.5 g/day and a Glomerular filtration rate of less than 60 ml/min (MDRD formula)
- ii. Libman-Sacks endocarditis or myocarditis
- iii. Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings. Headaches, cognitive are specifically excluded.
- iv. The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologists.
- v. The other form of lupus erythematosus the Discoid lupus erythematosus or subacute cutaneous lupus erythematosus or a lupus erythematosus that is drug-induced are not covered.

30. Amyotrophic Lateral Sclerosis

A definite diagnosis of amyotrophic lateral sclerosis. Should be characterized by muscular weakness and atrophy, evidence of anterior horn cell dysfunction, visible muscle fasciculations, spasticity, hyperactive deep tendon reflexes and exterior plantar reflexes, evidence of corticospinal tract involvement, dysarthric and dysphagia. Appropriate neuromuscular testing such as Electromyogram (EMG) must be present.

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

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Activities of Daily Living are:

- i. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- ii. Getting dressed and undressed – the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- iii. Feeding oneself – the ability to feed oneself when food has been prepared and made available.
- iv. Maintaining personal hygiene – the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- v. Getting between rooms – the ability to get from room to room on a level floor.
- vi. Getting in and out of bed – the ability to get out of bed into an upright chair or wheelchair and back again.
- vii. The diagnosis must be confirmed by a Consultant Neurologist and supported by nerve conduction studies (NCS) and electromyography (EMG).

For the above definition, the following are not covered:

- i. Other forms of motor neurone disease
- ii. Multifocal motor neuropathy (MMN) and inclusion body myositis
- iii. Post-polio syndrome
- iv. Spinal muscular atrophy
- v. Polymyositis and dermatomyositis

31. Bacterial Meningitis

A definite diagnosis of Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.

For the above definition, the following are not covered:

- i. Aseptic, viral, parasitic or non-infectious meningitis

Waiting period will be of 3 months.

32. Chronic Pancreatitis

A definite diagnosis of severe chronic pancreatitis evidenced by all of the following:

- i. Exocrine pancreatic insufficiency with weight loss and steatorrhea
- ii. Endocrine pancreatic insufficiency with pancreatic diabetes
- iii. Need for oral pancreatic enzyme substitution

These conditions have to be present for at least 3 months. The diagnosis must be confirmed by a Consultant Gastroenterologist and supported by imaging and laboratory findings (e.g. faecal elastase).

For the above definition, the following are not covered:

- i. Chronic pancreatitis due to alcohol or drug use
- ii. Acute pancreatitis

33. Acute Viral Encephalitis

A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.

For the above definition, the following are not covered:

- i. Encephalitis caused by bacterial or protozoal infections

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Myalgic or paraneoplastic encephalomyelitis
34. Fulminant Viral Hepatitis

A sub massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure.

The diagnosis must be supported by all of the following:

- i. A rapidly decreasing liver size as confirmed by abdominal ultrasound;
- ii. Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- iii. Rapidly deteriorating liver functions tests
- iv. Deepening jaundice and
- v. Development of Hepatic Encephalopathy.
- vi. Coagulopathy with an international normalized ratio (INR) greater than 1.5

The diagnosis must be confirmed by a Consultant Gastroenterologist appointed by Insurance company.

For the above definition, the following are not covered:

- i. All other non-viral causes of acute liver failure (including paracetamol or aflatoxin intoxication)
- ii. Fulminant viral hepatitis associated with intravenous drug use

35. Severe Rheumatoid Arthritis

A definite diagnosis of rheumatoid arthritis evidenced by all of the following:

- i. Typical symptoms of inflammation (arthralgia, swelling, tenderness) in at least 20 joints over a period of 6 weeks at the time of diagnosis
- ii. Rheumatoid factor positivity (at least twice the upper normal value) and/or presence of anti-citrulline antibodies
- iii. Continuous treatment with corticosteroids
- iv. Treatment with a combination of "Disease Modifying Anti-Rheumatic Drugs" (e.g. methotrexate plus sulfasalazine/leflunomide) or a TNF inhibitor over a period of at least 6 months
- v. Radiographic evidence of bony erosions or loss of cartilage in at least 2 of the following joint areas: fingers, hand, wrist, elbow, cervical spine, knee, ankle, foot

The diagnosis must be confirmed by a Consultant Rheumatologist appointment of Insurance company.

For the above definition, the following are not covered:

- i. Reactive arthritis, psoriatic arthritis and activated osteoarthritis.
- vi. Typical symptoms of inflammation (arthralgia, swelling, tenderness) in at least 20 joints over a period of 6 weeks at the time of diagnosis
- vii. Rheumatoid factor positivity (at least twice the upper normal value) and/or presence of anti-citrulline antibodies
- viii. Continuous treatment with corticosteroids
- ix. Treatment with a combination of "Disease Modifying Anti-Rheumatic Drugs" (e.g. methotrexate plus sulfasalazine/leflunomide) or a TNF inhibitor over a period of at least 6 months
- x. Radiographic evidence of bony erosions or loss of cartilage in at least 2 of the following joint areas: fingers, hand, wrist, elbow, cervical spine, knee, ankle, foot

The diagnosis must be confirmed by a Consultant Rheumatologist appointment of Insurance company.

For the above definition, the following are not covered:

- ii. Reactive arthritis, psoriatic arthritis and activated osteoarthritis.

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