

PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana

WELCOME LETTER

[Name of the group policyholder]

Date :dd-mm-yyyy

[Address]

[Mobile no.]

<Policy No> <Sourcing Branch>

<Mobile no>

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

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

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

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

Group Policyholder	[x]	Type of Group	[Non-employer-employee]
Group Policy Number	<group policy no>	Premium Received	Rs. XXXXX.XX
Name of the Plan	PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana		
Policy Term	[Annually renewable]		

We value your patronage and are committed to offering you the best services always. For any queries or concerns you can contact us via the touch points given below, we are always there to help you. For easy reference details of Agent/Broker/Corporate Agent for your policy is also mentioned below.

Name	Valued Advisor	Code	XXXXXX
E-Mail ID	valuedadvisor@pnbmetlife.co.in	Mobile /Landline No.	XXXXXXXX

Yours Sincerely,
For PNB MetLife India Insurance Co. Ltd.

[Signature]

[Name of signing authority]

[Designation of signing authority]

Stamp Duty of Rs. XXX (Amount in words) paid to Government of Maharashtra through consolidated Stamp Duty via Challan No. xxxxxx dated xxxxxx

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

GROUP POLICY PREAMBLE

PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana

1st June 2022

PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana

PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana

This is a contract of insurance between You and PNB MetLife India Insurance Company Limited. This contract of insurance has been effected on receipt of the 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 lives of the persons named in the Group Policy Schedule below.

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

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

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

[Signature]

[Name of signing authority]

[Designation of signing authority]

GROUP POLICY SCHEDULE

Name of the Plan	PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana
Nature of the Plan	Non-linked, non-participating group insurance plan
UIN	117G094V01

Group Policy number	Date of Issue	Issuing office
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1. Details of the Group Policyholder

Name of the Group Policyholder:

2. Group Policy Details

Date of Inception of the Group Policy	1 st June, <<YYYY>>
Annual Renewal Date	
Term of Cover	One year from the Date of Inception of the Group Policy
Policy currency	INR
Initial Premiums Received	Rs.
Coverage Amount per Member	Rs.
Initial Total Coverage Amount	Rs.
Premium Due Dates	
Risk Ceasing Age	
Eligibility Criteria	

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Key Features	<ul style="list-style-type: none">• Voluntary cover to all new & existing bank/ Post Office account holders of the group master policy holder• Uniform sum assured i.e. Rs. 200,000 irrespective of multiple accounts held with the bank/ Post Office• All types of death covered (including suicide)• Premiums guaranteed for one year period
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3. Sum Assured

Details	Base Plan	Riders
Per member sum assured	Rs.200,000	NA

4. Details of Agent/Corporate Agency/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

5. Premium Details

Premium payment type	[Regular Premium]
Premium amount	Rs. <>
Total premium amount	Rs. <>

* Includes service tax/cess at prevailing rates. Premium rates are subject to change in case of any variance in the present rates or in the event of any new or additional tax/levy being made applicable/ imposed on the premium(s) by Government of India and the same would be borne by the group policyholder.

PART B

DEFINITIONS APPLICABLE TO YOUR POLICY

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

1. **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Annual Renewal Date** means the date on which the Group Policy is due for renewal as stated in the Group Policy Schedule.
3. **Authority** means the Insurance Regulatory and Development Authority of India
4. **Certificate of Insurance** shall mean the document issued by the Company for the Insured member which shall specify the details of coverage for the Insured member.
5. **Date of Inception of the Group policy** shall mean the date from which the coverage under this Group Master Policy becomes effective for the first time when the group master policy is issued.
6. **Effective Date of Coverage** is same as the date on which an Eligible Member is added to the Group Policy as an Insured Member.
7. **Eligible Member** means a person who meets and continues to meet all the eligibility criteria specified in the Group Policy Schedule.
8. **Group Policy** shall mean this this contract of insurance, as evidenced by the Policy Document
9. **Group Policy Schedule** means the policy schedule set out above that We have issued, along with any annexures, tables and/or endorsements, attached to it from time to time.
10. **Insured Member** means an Eligible Member who is named as a person insured in the Group Policy Schedule.
11. **Nominee** means the person named in the Certificate of Insurance to receive the benefits under the Group Policy in respect of the Insured Member.
12. **Policy Document** means this Group Policy, any endorsements in this document issued by Us, the Schedule, the Application and the Annexure.
13. **Premium** means the payment of one of the regular periodic payments that You pay or agree to pay to Us for effecting or continuing the coverage under this Group Policy as stated in the Group Policy Schedule.
14. **Premium Due Date** means the date on which the Premium becomes payable as stated in the Group Policy Schedule.
15. **Rider** means the rider terms and conditions that are attached to and form a part of the Group Policy. The Group Policy Schedule will specify if any Riders are available and in force under the Group Policy.
16. **Sum Assured** means the amount that We promise to pay upon the death of an Insured Member covered under this Group Policy. Kindly refer to group policy schedule (section 3) for further details.
17. **We, Us, Company** or **Our** means PNB MetLife India Insurance Company Limited.
18. **You** or **Your** means the Group Policyholder named in the Group Policy Schedule.

PART C

POLICY FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

1. Policy Features

PNB MetLife Pradhan Mantri Jeevan Jyoti Bima Yojana is a non-linked, non-participating group term insurance product. This Group Policy offers the benefits listed below and is renewable annually. The benefits will be payable subject to the terms and conditions of this Group Policy, including the Premium Payment Conditions set out below.

2. Policy Benefits

2.1. Death Benefit for Insured Members

On the occurrence of the death of an Insured Member when the Group Policy is in force the Sum Assured would be payable as death benefit by Us.

A Death benefit of Rs. 200,000 shall be payable to the nominee /beneficiary or legal heir on the death of the Insured member during the policy term and subject to the following:

- i. Death Benefits payable under Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) across all bank/ Post Office accounts and insurance companies for any insured member shall not exceed Rs. 200,000.
- ii. In case a member is covered with multiple insurers through a single or multiple bank/ Post Office accounts and premium is received in respect of all covers, the insurance cover will be restricted to Rs. 200,000 (Rupees two lakhs) by admitting the claim on the first application based on the date of enrolment. In case, a death claim has already been settled by any other insurer in respect of any insured member, PNB MetLife shall not have any liability to admit any claim on the member and shall forfeit the premium(s) received in respect of the said deceased member.
- iii. In case of death of the insured member during the grace period, the death benefit would be payable to the nominee /beneficiary or legal heir, as the case may be, subject to deduction of due premium along with applicable taxes.

3. Premium Payment Conditions

3.1. Payment of Premium

You shall pay the Premiums in full by the Premium Due Date and in any event before the expiry of the grace period. If the Premium is not received in full at the expiry of the grace period the Group Policy shall lapse and insurance cover under this Group Policy for all Insured Members shall forthwith terminate. Upon the Insured Member's death during the grace period, the benefits under this Group Policy shall be payable in full

PART D

GROUP POLICY SERVICING CONDITIONS

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

1. Waiting Period:

- 1.1. The Company will not be liable to make benefit payment under the policy if the death occurs during a waiting period of 30 days for reasons other than accident.
- 1.2. Waiting period applies at individual member level from the member's date of joining. The waiting period applies only once upon 1st time enrolment in the scheme from any insurer and is not re-imposed again upon continuous renewal of cover. Individuals who exit the scheme, may re-join the scheme in future by paying the premium, provided they are eligible to join the scheme. The waiting period of 30 days shall apply to such subscribers during the year in which they re-join and shall not be re-imposed upon continuous renewal of cover thereafter.

2. Group Policy Renewal

This Group Policy shall be renewed on mutually agreed terms, on the Annual Renewal Date.

You shall provide all requisite information with respect to this insurance cover, as may be reasonably requested by Us from time to time, in order to facilitate the renewal pricing of the Group Policy

If You decide to renew the Group Policy with Us, You shall communicate the decision to Us in writing before the Annual Renewal Date and You shall make the payment towards applicable renewal Premium on the Annual Renewal Date.

3. New Members Addition

After the Effective Date of the Group Policy or the Annual Renewal Date, an Eligible Member shall become an Insured Member only after due intimation to Us and submission of all information and details in the form and manner specified by Us provided coverage of such Insured Member shall commence in accordance with Part C. We shall require evidence of insurability for providing the group life cover to the Insured Members in accordance with Our Board approved underwriting policy.

4. Loan

Loans are not available under this Group Policy.

5. Claims Procedure

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

- (a) Claimant statement in format prescribed by Us, duly completed.
- (b) Certified copy of the official death certificate issued by a competent authority acceptable to Us.
- (c) Last attending physician's certificate, in the format provided by the Us, if the death of the Insured Member is due to a natural cause.
- (d) Police inquest report and post mortem report if the death of the Insured Member is due to an unnatural cause.

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- (e) Certification of the details of the Nominee (if any).
- (f) Any additional document(s) as required by Us.

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

6. Provision of Information

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

7. Termination of the Group Policy

7.1. Coverage under this Group Policy for all Insured Members shall terminate on the occurrence of the earliest of the following:

- (a) Expiration as a result of non-payment of Premium due within the grace period or renewal Premiums as set out in Part C.
- (b) Termination of the Group Policy by the Group Policyholder.

You may terminate this Group Policy by giving Us at least 30 days written notice. If the Group Policy is terminated by You, 100% of the unexpired Premium shall be refunded without interest, provided however in the event of such termination, the Insured Member(s) shall have the option to continue the risk cover on an individual basis till the expiry of the coverage.

7.2. Coverage of an Insured Member shall terminate automatically on the occurrence of earliest of the following:

- (a) The Insured Member's death;
- (b) The date the Insured Member ceases to be an Eligible Member or voluntarily withdraws from the membership;
- (c) The date the member attains age 55 years of age (age nearer birthday), on next annual renewable date.
- (d) On non-payment of premium beyond the grace period
- (e) Voluntary closure of the bank/ Post Office account by the member or closure of bank/ Post Office account
- (f) The date on which the claim on the insured member is settled by another bank/Post Office/ life insurance company on account of multiple accounts maintained by the insured member and opted for insurance cover under PMJJBY scheme.
- (g) If the insurance cover is ceased due to insufficient balance on due date or due to exit from the scheme, the same can be reinstated on receipt of appropriate premium, subject to the cover being treated as fresh and 30 days lien period.

Any termination of coverage of an Insured Member shall be without prejudice to any claim originating prior to the effective date of such termination. In case the Insured Member exits the Group Policy by way ceasing to be an Eligible Member or voluntarily withdraws from the membership, such withdrawal shall be effective from next annual renewal date. The auto debit mandate given to the bank/ Post Office must be revoked by the life insured directly with the bank/ Post Office.

PART E

POLICY CHARGES

There are no policy charges applicable under the Group Policy.

Sample

PART F
GENERAL TERMS & CONDITIONS

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

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

The Insured Member may nominate Nominee(s) or change an existing Nominee before the completion of Policy Term in accordance with and subject to the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure for your reference

2. Taxation

Any tax benefits under the Group Policy shall be in accordance with the prevailing laws relating to taxation in India and any amendments thereto from time to time. We reserve the right to deduct charge or recover taxes or applicable duties in accordance with applicable law from any payments received or made under or in relation to the Group Policy. Tax benefits are subject to change.

3. Governing laws and 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.

1.

4. 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 for your reference

5. Address for communication

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

PNB MetLife India Insurance Company Limited,

Registered office: Unit No. 701, 702 & 703, 7th Floor, West Wing, Raheja Towers, 26/27 M G Road, Bangalore -560001, Karnataka.

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

Website: www.pnbmetlife.com,

Email: indiaservice@pnbmetlife.co.in or

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

6. Loss of the Group Policy document

If the Group Policy is lost or destroyed, You may make a written request for a duplicate Group Policy which We will issue duly endorsed to show that it is in place of the original document, provided that We receive the fee prescribed by Us for issuing the duplicate policy document. Upon the issue of a duplicate policy document, the original shall cease to have any legal force or effect. You agree that You shall indemnify and hold Us free and harmless from and against any claims or demands that may arise under or in relation to the original Group Policy document.

PART G

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

Grievance Redressal Mechanism

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

Level 1

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

- Call 1800-425-69-69 (Toll free) or 080-26502244
- Email at india_grievancecell@pnbmetlife.co.in
- Write to
Customer Service Department,
1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062.
Phone: +91-22-41790000, Fax: +91-22-41790203
- Online through Our website www.pnbmetlife.com
- Our nearest PNB MetLife branch across the country

Level 2:

In case 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.irdai.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
- By E-mail : E-mail ID: complaints@irdai.gov.in

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- 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 IRDAI from time to time or the terms and conditions of the Policy, in so far as they relate to issues mentioned above.
- 1) The complaint should be made in writing duly signed by You, Nominee, Assignee or by Your legal heirs with full name, address and contact information of the complainant, the details of our branch or office against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. 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.

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List of Insurance Ombudsman

Offices of Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road,Ahmedabad - 380001.Tel nos: 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of the Insurance Ombudsman Jeevan Soudha Bldg., PID NO. 57-27-N-19, 24 th Main Road, JP Nagar, 1 st Phase, , Bengaluru – 560 078. Tel.: 080 - 26652048/26652049 E-mail: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, BHOPAL - 462 003 Tel: 0755-2769201/9202 Fax: 0755-2769203 E-mail: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR - 751 009 Tel: 0674-2596455/2596461 Fax: 0674-2596429 E-mail: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 Tel: 0172-2706468/2706196 Fax: 0172-2708274 E-mail: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018 Tel:044-24333668 /5284 Fax: 044-24333664 E-mail: bimalokpal.chennai@cioins.co.in	Tamilnadu, Pondicherry Town and Karaikal (which are part of Pondicherry)
DELHI	Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, NEW DELHI - 110 002 Tel: 011-2313504/23232481 E-mail: bimalokpal.delhi@cioins.co.in	Delhi
	Office of the Insurance Ombudsman	Assam, Meghalaya, Manipur,
GUWAHATI	Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, GUWAHATI - 781 001(ASSAM) Tel:0361-2632204/5 E-mail: bimalokpal.guwahati@cioins.co.in	Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman 6-2-46 , 1st Floor, Moin Court Lane, Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004 Tel: 040-67504123/23312122 Fax: 040-23376599 E-mail: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and Yanam - a part of Pondicherry

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JAIPUR	Office of the Insurance Ombudsman	
	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel : 0141-2740363 E-mail: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman	Kerala,
	2nd Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358759/2359338 Fax: 0484-2359336 E-mail: bimalokpal.ernakulam@cioins.co.in	(a) Lakshadweep, (b) Mahe - a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman	West Bengal, Sikkim and
	4 th Floor, Hindusthan Bldg., Annexe, 4, C.R.Avenue, KOLKATA - 700 072 Tel: 033-22124339 / 40 Fax: 033-22124341 E-mail : bimalokpal.kolkata@cioins.co.in	Andaman & Nicobar Islands
		Districts of U.P:- Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao,
	Office of the Insurance Ombudsman	Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli,
LUCKNOW	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001 Tel: 0522 -2231331/30 Fax: 0522-2231310 E-mail: bimalokpal.lucknow@cioins.co.in	Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
		Goa and Mumbai Metropolitan
		Region excluding Navi Mumbai & Thane Uttaranchal and the following Districts of U.P:- Agra, Aligarh, Bagpet, Bareilly, Bijnor, Budaun, Bulandshehar, Etah , Kanoj,
MUMBAI	Office of the Insurance Ombudsman	Goa and Mumbai Metropolitan
	Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), MUMBAI - 400 054 Tel: 022-26106960/26106552 Fax: 022-26106052 E-mail: bimalokpal.mumbai@cioins.co.in	Region excluding Navi Mumbai & Thane Uttaranchal and the following Districts of U.P:- Agra, Aligarh, Bagpet, Bareilly, Bijnor, Budaun, Bulandshehar, Etah , Kanoj,

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		Mainpuri, Mathura, Meerut,
Noida	Office of the Insurance Ombudsman Bhagwan Sahai 4th Floor, Main Sector Naya Bans, Gautam Distt: Buddh U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	Moradabad, Muzaffarnagar,
		Oraiyya, Pilibhit, Etawah,
		Farrukhabad, Firozabad,
		Gautambodhanagar,
		Ghaziabad, Hardoi,
		Shahjahanpur, Hapur,
		Shamli, Rampur,
		Kashganj,
		Sambhal, Amroha,
		Hathras,
Kanshiramnagar, Saharanpur		
Patna	Office of the Insurance Ombudsman 1st Floor, Kalpana Arcade Building,, Bazar Bahadurpur, Patna Samiti 800 Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand
Pune	Office of the Insurance Ombudsman Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel: 020-41312555 E-mail: bimalokpal.pune@cioins.co.in	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.

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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).

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.]

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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 policySuch 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
 - 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 misstatement 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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