

## **Policy Document (Terms & Conditions)**

### **Section1- Understanding this Policy**

#### **1.1 Owner of the Policy**

The Owner of the Policy also known as the "Policyholder" is the individual who has purchased this Policy and may or may not be the Person Insured and also includes a person as provided under Section 2(2) of the Insurance Act, 1938.

#### **1.2 Definitions**

- ✓ "Age" is the age at last birthday in completed years.
- ✓ "Annualized Premium" refers to the Regular Premiums payable in a Policy Year, and is as set out in the Schedule.
- ✓ "Application" refers to the proposal form as defined under the Insurance Regulatory and Development Authority (Protection of Policyholders' Interest) Regulations 2002.
- ✓ "Basic Sum Assured" is the amount of Life Insurance cover chosen by you and is as specified in the Schedule.
- ✓ "Coverage Term" is the number of Policy Years for which the Policy continues, starting from the Date of Commencement of the Policy and concluding on the Maturity Date and is as specified in the Schedule.
- ✓ "Date of Commencement" is the Date, Month, and Year the Policy comes into effect and is as specified in the Schedule.
- ✓ "Insured Event" is the death of the Person Insured, subject to the exclusionary provisions mentioned under Section 6.7 of this Policy.
- ✓ "Maturity Date" is the date on which the coverage under this Policy concludes and is as mentioned in the Policy Schedule.
- ✓ "Nominee" is the person nominated by the Policyholder as per the Application Form or as may be subsequently intimated to the Company from time to time, to receive the benefits under this Policy in the event of death of the Person Insured, before the Maturity Date.
- ✓ "Non smoker" is the person who has not smoked or consumed tobacco or nicotine products in any form in the last 5 years? (Tobacco product includes but limited to Cigarettes, Bidis, Cigars, chewable tobaccos like Ghutka, flavored Pan Masala etc). The special premium rates will be offered subject to satisfactory results of "Cotinine Test" besides other underwriting requirements as may be required by the Company from time to time.
- ✓ "Person Insured" is the person on whose death the benefits as set out in the Schedule, subject to the terms and conditions of this Policy, will become payable. The name of the Person Insured is as appearing in the Schedule.
- ✓ "Policy" means and includes this document with all its pages; the Application submitted by you, the Schedule and any attached endorsements or supplements together with all addendums.
- ✓ "Policy Year" is measured from the Date of Commencement of the Policy and is a period of twelve consecutive calendar months.
- ✓ "Premium Payment Term" is the number of Policy Years for which the Policyholder is required to pay the Annualised Premium and is as specified in the Schedule.
- ✓ "Regular Premium" is the regular payments to be made by you, to keep the Policy in force, in accordance with the frequency of payment chosen by you and is as specified in the Schedule.
- ✓ "Rider" is a supplementary benefit payable to the Policyholder on a specified event and is allowed as an add-on to the main benefit. The Rider available in this plan is the Accidental Death Benefit and Critical Illness Rider. Rider details are separately available in the respective rider policies.
- ✓ "Schedule" refers to the schedule issued by the Company to evidence the Insurance Cover and forms part of the Policy.
- ✓ "We", "us", "our" and "Company" refers to MetLife India Insurance Company Limited.
- ✓ "You" and "Your" refers to the Owner of the Policy.

Product Name: Met Suraksha Plus  
(Level Term Assurance Policy)

Product UIN:

### **1.3 The Contract**

This means the Policy and any other document(s) called for by the Company and submitted by you to enable it to process your Application.

## **Section 2**

### **Policy Description**

Met Suraksha Plus is the name of the product of the Company. It is a level term insurance plan and is non-linked and non-participating in nature.

The Policy does not provide for participation in the distribution of surplus or profits that may be declared by the Company.

## **Section 3 – Policy Benefits**

### **3.1 Death Benefit**

Upon the death of the Person Insured before the Date of Maturity and provided that the Policy is in full force and effect, the Company shall pay, subject to the Policy terms and conditions and prevailing laws, to the Beneficiary (as set out in Section 6.3) or you (If the Person Insured is different from the Policy Owner) an amount equal to the Base Sum Assured applicable at the time of death.

### **3.3 Accidental Death Benefit Rider (UIN: 117C014V01)**

In the unfortunate event of death due to accident an optional additional Rider benefit is also payable as per the rider contract. This Rider benefit is available only in the event that the same has been opted for by the Policyholder in the Application and the necessary Rider premiums have been received by the Company. Rider details are separately available in the respective rider policies.

### **3.4 Critical Illness Rider (UIN: 117C013V01)**

This rider provides payment of an additional Rider benefit on diagnosis of any of the 10 critical illnesses specified. This Rider benefit is available only in the event that the same has been opted for by the Policyholder in the Application and the necessary Rider premiums have been received by the Company. Rider details are separately available in the respective rider policies.

### **3.5 Maturity Benefits**

There is no Maturity Benefit upon survival of the Person Insured to the Maturity Date.

### **3.6 Surrender Benefits**

There is no benefit payable on surrendering the policy.

### **3.7 Paid-up Value**

This policy will not acquire any Paid-up value

#### **Section 4 – Policy Premiums**

**4.1** The Regular Premiums are periodic premiums payable by the Policyholder on the respective due dates for payment in the frequency chosen (Monthly / Quarterly/ Half Yearly/ Yearly) and are as specified in the Schedule. Any statutory levies including Service Tax, which are applicable / imposed on the Regular Premium needs to be paid by you, in addition to the Regular Premium. MetLife reserves the right to charge and collect any other taxes and/or levies as may be imposed by applicable legislation, from time to time, without any prior intimation.

#### **4.2 Grace Period**

The Regular Premiums are payable on the due date for payment and in any case not later than the grace period of 30 days from the due date for Quarterly/Half yearly/Yearly frequencies and 15 days from the due date for monthly frequency, respectively. During the grace period, the Policy shall continue to be in force for the Insured Event. Death Benefit payable during the grace period will be reduced by the outstanding policy premium. If the Regular Premium is not paid within the grace period, the Policy shall lapse and have no further value.

#### **4.3 Reinstatement**

When the Regular Premium is not paid within the grace period, the Policy shall lapse. You may, however, reinstate the Policy while the Person Insured is alive if you:

- ❖ Request in writing for reinstatement with in three (3) years from the date of the Policy being lapsed.
- ❖ Provide satisfactory evidence of insurability to us and fill all such requirements which may be reasonably prescribed by us including the cotinine test as decided by the Company.
- ❖ Pay all due Regular Premiums till the date of reinstatement along with applicable charges (if any) and compound interest at the rate prescribed by the Company at the time of such reinstatement.
- ❖ On fulfilment of any other reinstatement requirement as specified by the Company from time to time.
- ❖ The Company reserves the right to accept or accept with modified terms or decline the revival of a lapsed policy

#### **4.4 Non-Forfeiture options upon Non-Payment of Regular Premiums**

Non forfeiture options such as conversion of the Policy to a Reduced Paid-up Insurance are not available under this policy. No Surrender benefit is also payable under this policy.

#### **4.5 Forfeiture in certain events**

In case the premiums shall not be duly paid or in case any conditions herein contained or endorsed hereon shall be contravened or in case it is found that any untrue or incorrect statement is contained in the proposal / personal statement, declaration and connected documents or any material information is withheld, then and in every such case but subject to the provisions of Section 45 of the Insurance Act, 1938, wherever applicable, this policy shall be void and all claims to any benefit in virtue hereof shall cease and determine and all moneys that have been paid in consequence hereof shall belong to the Company.

### **Section 5 – Termination of the Policy**

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

- ❖ On expiry of the term of the policy.
- ❖ The date of intimation of the death of the Person Insured.
- ❖ At the expiry of three years from the date of lapsation, when the Policy has not been reinstated as mentioned in Section 4.3.

### **Section 6 - General Provisions**

#### **6.1. Free Look Provision**

You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If you have any objections to any of the terms and conditions, you have the option to return the Policy stating the reasons for the objections and you shall be entitled to a refund of the Regular Premiums paid subject only to a deduction of a proportionate risk premium for the period of cover in addition to the expenses incurred on medical examination (if any) and the stamp charges.

All your rights under this Policy shall immediately stand extinguished at the cancellation of the Policy.

#### **6.2. Policy Loan**

Loan is not available under this Plan

#### **6.3. Beneficiary**

The Beneficiary/Beneficiaries is/are the person or persons that you may nominate (in accordance with Section 39 of the Insurance Act, 1938) or assign (in accordance with Section 38 of the Insurance Act, 1938), to receive the insurance proceeds upon death of the Person Insured.

In case of a nomination a "Contingent Beneficiary" can be named by you, to receive insurance proceeds in case the original Nominee is no longer alive. While the Person Insured is alive, you may change any Beneficiary or Contingent Beneficiary (other than in the event of an assignment in accordance with Section 38 of the Insurance Act, 1938).

Where the Nominee is a minor, you may appoint any person to receive the benefits payable during the minority of the Nominee. If there are more than one Beneficiary, and unless you have chosen otherwise, upon death of the Person Insured, the benefits will become payable in equal shares to all the Beneficiaries.

Where the owner of the Policy is different from the Person Insured and no nomination has been made under the Policy, the Owner of the Policy shall be the Beneficiary and in the event of the death of the Policy owner, the Beneficiary/ Beneficiaries shall be the executors, administrators or other legal representatives of the Policy Owner.

#### **6.4. Assignment**

You may assign this Policy by written notice as per the provisions of Section 38 of the Insurance Act, 1938, and in such an event, the rights of the Person Insured and/or the Nominee(s) shall be subject to such an assignment in favour of the assignee.

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### **6.5. Nomination**

Where the Policyholder is also the Person Insured, the Policyholder may at any time before the Policy matures, nominate a person/(s) to receive the Policy Benefits in the event of the death of the Person Insured before maturity. Where the Owner of the Policy is different from the Person Insured, nomination of a beneficiary is not permissible as per Section 39 of the Insurance Act, 1938.

Where such Nominee is a minor, the Policyholder may also appoint any person who is a major (also referred to as "Appointee"), to so receive the Policy Benefits during the minority of the Nominee. The Company will not recognize a nomination or a change in nomination for the Policy, until it receives a written notice of the nomination or change in the nomination from the Policyholder at its office. The Company will not express any opinion on the validity or legality of the nomination. Policyholder can make a nomination only with regard to the entire Policy. If no Nominee is alive at the time of death of the Person Insured, the Policyholder's estate shall be deemed to be the Nominee.

### **6.6 Alterations**

The Policyholder has the option to make the following alterations to the Policy:

The permitted alterations are: Change of Premium Payment frequency; Change of Nominee Details; and Change of Assignment Details.

Only a duly authorized officer of the Company has the power to make alterations in the Policy, as per your request. Neither the Company's Financial Advisor nor anyone other than a duly authorized officer of the Company has the power to waive any of the rights or requirements of the Policy.

### **6.7 Suicide Exclusion**

In the event the Person Insured commits suicide, whether sane or insane at that time, within one year from the Date of Commencement of insurance cover or the date of issue of the Policy (as set out in the Schedule) or the date of the last reinstatement, whichever is later, the insurance cover shall be void and we shall not be liable to pay any of the benefits provided under the Policy, including but not limited to the Basic Sum Assured. However, the Regular Premiums paid shall be refunded without interest, less the expenses incurred on medical examination (if any) and stamp charges.

### **6.8 Proof of Age**

The age of the Person Insured is based on the proof of age submitted and the premiums are calculated on the last birthday prior to the Date of Commencement of the risk under the Policy. Should the actual age of the Person Insured differ from the age stated in the Application, we shall, without prejudice to our right to void or cancel the Policy or other statutory rights and/ or remedies be entitled to the following at any time during the Policy term:

- If the actual age proves to be higher than what is stated in the Application, the Basic Sum Assured would be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated; or
- If the actual age proves to be lower than what is stated in the Application, the premium paid in excess will be refunded to the Owner without interest or may be adjusted towards future premium. The Policy will continue to be in force as per the terms specified therein; or

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- If the Person Insured's actual age is such that it would have made him/ her ineligible for the insurance cover stated in the Policy, the Company reserves the right at its sole discretion to take such action as may be deemed appropriate including cancellation of the Policy and forfeiture of Premium(s) received.

### **6.9 Travel, Residence and Occupation**

This Policy does not impose any restrictions on residence or occupation except as otherwise provided by law.

There would be no restrictions on travel except to areas notified by local governments for "Travel Advisory" risks.

### **6.10 Disclosure**

This Policy has been issued on your representations that you have made full and accurate disclosures of all material facts and circumstances and that you have not misrepresented or suppressed any material facts or circumstances. In the event it comes to our knowledge that you have misrepresented or suppressed any material facts and circumstances we shall reserve the right to take such action, as we deem appropriate including cancellation of the Policy and forfeiture of the Regular Premium(s) received.

### **6.11 Incontestability**

In accordance with the provisions of Section 45 of the Insurance Act, 1938, "No Policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no Policy of life insurance effected after the coming into force of this Act shall after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the Person Insured, or in any other document leading to the issue of the Policy, was inaccurate or false, unless the insurer shows that such a statement was on material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the Policy owner and that the owner knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling 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 that the age of the Person Insured was incorrectly stated in the proposal."

### **6.12 The Policyholder's Rights**

To exercise your rights under this Policy, you should follow the procedures stated in this Policy. If you want to request a change of beneficiary, change an address or request any other action by us, you should do so only on the forms prescribed for each purpose. These forms are available with your Financial Advisor or from the Company's local office.

### **6.13 Loss of the Policy Document**

If the Policy document is lost or destroyed, at your request and on fulfilment of prescribed conditions, the Company may issue a duplicate Policy document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company has the right to charge a fee up to Rs. 1500 for the issue of a duplicate Policy document

Upon the issue of a duplicate Policy, the original document will cease to have any legal effect.

#### **6.14 Governing Laws and Jurisdiction**

The terms and conditions of the Policy shall be governed by and subject to the laws of Republic of India. All Premiums and Benefits are expressed and payable in Indian Rupees. The parties shall be subject to the jurisdiction of the law courts situated at Bangalore for all matters and disputes arising from relating to or concerning the application and declaration and the Policy.

#### **6.15 Taxation**

The Tax benefits on the Policy would be as per the prevailing provisions of the tax laws in India and are subject to changes made therein from time to time. If required by the relevant legislations prevailing from time to time, the Company will withhold taxes from the benefits payable under the Policy.

Taxes, including any cess, surcharge or other levies thereon, and any other statutory levies, as and when applicable, will be levied on the premiums paid/payable by you.

#### **6.16 Claims Procedure**

##### Death Claims

If the Person Insured dies while the Policy is in force for the full Sum Assured, we shall settle the death claim subject to the terms and conditions of the Policy contract and prevailing laws and submission of the following documents, provided all premiums fallen due till the date of death have been paid:

- Written intimation of death by the Beneficiary/ legal heir
- The original Policy document.
- The Claim forms as prescribed by us.
- Proof of the Age of the Person Insured.
- Official death certificate issued by a competent authority acceptable to the Company.
- FIR, Police inquest report and post-mortem report where the death is due to accident or unnatural cause.
- Proof of title to the Policy like succession certificate, legal heirship certificate (applicable in the absence of a nomination).
- Discharge voucher as prescribed by us.
- Any additional documents or forms as may be required by us.

The Company reserves the right to investigate any claim and has the right to obtain all documents relating to the circumstances of a claim before payment of benefits.

#### **6.17 Grievance Redressal Mechanism**

1. In case you have any query or complaint/grievance, you may approach our office at the following address:

MetLife India Insurance Company Ltd.,  
'Brigade Seshamahal', 5 Vani Vilas Road, • Basvangudi • Bangalore – 560 004, India.  
Toll Free Help line: 1-800-425-6969 (8am –8pm) • Phone: +91 80 2650 2244 • Fax  
+91 80 2242 1970  
Email: [indiaservice@metlife.com](mailto:indiaservice@metlife.com) • Web: [www.metlife.co.in](http://www.metlife.co.in)

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Product UIN:

Please address your queries or service complaints to the Customer Services Department, and your grievances to the Grievance Redressal Officer, who are authorized to review your queries or complaints or grievances, as applicable and address the same. Please note that only these employees have the authority to resolve your complaints and grievances. The Company 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.

2. In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official of Insurance Regulatory and Development Authority for resolution:

Grievance cell (Complaint against Life insurer)  
Insurance Regulatory and Development Authority  
Parishrama Bhawanam, 5-9-58/B, Basheerbagh, Hyderabad – 500 004.  
Phone: +91-40- 6682 0964/6678 9768 (Ext -251)  
E-mail: [lifecomplaints@irda.gov.in](mailto:lifecomplaints@irda.gov.in)

3. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address enclosed as Annexure A to this document, if your grievance pertains to:
  - An insurance claim that has been rejected or dispute of a claim on legal construction of the Policy
  - Delay in settlement of claim
  - Dispute with regard to premium
  - Non-receipt of your insurance document
4. The complaint should be made in writing duly signed by the Policyholder or by his/her legal heirs with full details of the complaint and the contact information of complainant.
5. As per provision 13(3) of the Redress of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:
  - Only if the grievance has been rejected by the Grievance Redress Machinery of the Insurer
  - Within a period of one year from the date of rejection by the insurer
  - If it is not simultaneously under any litigation.

### **6.18 Customer Service**

The Policyholder can seek clarification or assistance on the Policy from the following:

- Company's Customer Service Representative through the toll free number: 1-800-425-6969 during business hours (9am – 6pm).
- Visit us at [www.metlife.co.in](http://www.metlife.co.in)
- Mail us at [indiaservice@metlife.co.in](mailto:indiaservice@metlife.co.in)
- The Policyholder can also write to us at  
Customer Service Desk,  
MetLife India Insurance Company Limited  
Registered Office,  
'Brigade Seshamahal'  
5, Vani Vilas Road,  
Basavanagudi,  
Bangalore – 560 004.



### **7.0 Changes to Terms and Conditions:**

The Company reserves the right to change these Terms and Conditions, the rules and the benefits conferred by the Policy if there is a change in the law, legislation or taxation affecting the Company or the Policy, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these Terms and Conditions.

The Company will intimate the Person(s) Insured about any changes to the Terms and Conditions and/or to the benefits payable under this Policy, within four weeks from the date of effecting such changes.

If the Person(s) Insured does not agree to the change/s but does not intimate such disagreement to the Company within four weeks of the intimation by the Company of the change/s the Person Insured will be deemed to have accepted the change/s. Where however such disagreement to the change/s is intimated to the Company within the aforesaid period the Person Insured may terminate the policy. The Policy shall stand terminated with effect from the date or the last of the dates (if there are more than one change notified at one time but such changes are effective from different dates) on which the change/s come/ s into effect.