

Terms & Conditions – Met Protect (Non Par)

1. **Definitions**

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.

 - 1.1. **Age** means the age of the Insured as shown in the **Schedule**.
 - 1.2. **Application** means the proposal form and any other information given for **Us** to decide whether and on what terms to issue this **Policy**.
 - 1.3. **Appointee** means the person **You** have named to receive payment under this **Policy** if the **Nominee** is a minor at the time payment becomes due under this **Policy**.
 - 1.4. **Base Sum Assured** means the amount shown in the **Schedule**.
 - 1.5. **Death Benefit** means the amount payable in accordance with clause 2.1
 - 1.6. **Date of Commencement** means the date on which this Policy comes into effect and is as specified in the **Schedule**.
 - 1.7. **Date of Issue** means the date on which this Policy is issued, as shown in the **Schedule**.
 - 1.8. **Insured** means the person insured, as named in the **Schedule**.
 - 1.9. **Date of Maturity** means the expiry date of this Policy, as shown in the **Schedule**.
 - 1.10. **Nominee** means the person nominated by **You** as per the Application or as may be subsequently intimated to **Us** from time to time, to receive the benefits under this Policy in the event of death of the **Insured**, before the **Maturity Date**.
 - 1.11. **Non-smoker means** the person who has not smoked or consumed tobacco or nicotine products in any form in the last 5 years (tobacco product includes but is not limited to Cigarettes, Bidis, Cigars, chewable tobaccos like Ghutka, flavored Pan Masala etc). Special premium rates will be applicable for smokers, subject to satisfactory results of a "Nicotine Test", meeting other eligibility criteria, and completion of other underwriting requirements as may be required by **Us** from time to time.
 - 1.12. **Policy means** this document, any endorsements issued by Us, the Schedule and the Application.
 - 1.13. **Policy Term** means the period between the **Date of Commencement** and the **Date of Maturity**.
 - 1.14. **Policy Anniversary** means the date immediately following completion of one year from the **Date of Commencement** and the same date every year thereafter until the **Date of Maturity**.
 - 1.15. **Premium Payment Term** means the period over which Regular Premiums/ Single Premium is/are payable under the **Policy** and is as stated in the **Schedule**.
 - 1.16. **Regular Premium** means the premium **You** must pay according to the frequency of premium payment chosen by **You** to secure the benefits under this **Policy**, and is as shown in the **Schedule**. In the event that **You** have chosen to make a onetime premium payment, at the time of the Policy inception, then such premium amount shall be referred to as a **Single Premium**. The **Schedule** shall reflect whether **Your Policy** is a **Regular Premium** or a **Single Premium Policy**
 - 1.17. **Schedule** means the schedule **We** issue along with any annexures, tables or endorsements attached to it from time to time.
 - 1.18. **Surrender** means voluntary termination of the Policy by **You**.
 - 1.19. **We, Us or Our** means MetLife India Insurance Company Limited.
 - 1.20. **You or Your** means the policyholder, as named in the **Schedule**.
2. **General Description**

Met Protect is the name of the product offered by **Us** under this Policy. This **Policy** is not eligible for participating in **Our** profits and hence no bonus is payable under the Policy.

 - 2.1 **Policy Benefits**
 - 2.1.1 **Death Benefit**

If **You** die before the **Maturity Date** and while the **Policy** is in force, then **We** will pay **Your Nominee** the **Base Sum Assured**.
 - 2.1.2 **Maturity Benefit**

No Maturity Benefit is payable under this **Policy** if the **Insured** is still alive on the **Maturity Date**.
 - 2.1.3 **Surrender Benefits**

No Surrender Benefit is payable if this **Policy** is surrendered during the **Policy Term**.

3. Policy Premiums

You may choose to pay the premiums either as a Single Premium at the inception of the Policy or as a Regular Premium for every year during the Premium Payment Term. The **Premium Payment Term** chosen by you is shown in Section 1 of the Schedule.

3.1. Regular Premium

If **You opt to pay Regular Premium, You** must pay the **Regular Premium** as shown in Section 1 of the Schedule on or before the due dates during the entire Premium Payment Term. All taxes, cess, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the Regular/Single Premium to be paid by **You**. The **Schedule** will show how much **Regular Premium** is payable and the due date by when it is to be paid. If **You** fail to pay **Regular Premium** due on the due date, then **We** will allow a grace period of 30 days. If payment is not received within the grace period, then the **Policy** shall automatically lapse without any value. The date of lapse will be the due date of the first unpaid **Regular Premium**. All amounts payable to **Us** or by **Us** shall be paid in Indian rupees and will be payable or paid at Our Corporate Office, Registered Office, Regional Office or any other office.

3.2. You may apply for the reinstatement of the **Policy** within 3 years of the date of lapse. The reinstatement of the **Policy** and the terms on which it is reinstated will be in **Our** sole and absolute discretion, and further **We** will not reinstate the **Policy** unless:

- (a) **You** have given written notice to **Us** of **Your** intention to reinstate at least 7 days before the end of 3 years from the date of lapse; and
- (b) **You** provide **Us** with all the information including satisfactory evidence of insurability and documentation that **We** may seek for the purposes of reinstatement; and
- (c) **You** have agreed to and complied with such terms that **We** may seek as a condition of reinstatement including but not limited to payment of extra premium; and
- (d) **You** have paid a revival fee as per **Our** administrative guidelines, subject to review in the future; and
- (e) **You** have paid all unpaid **Regular Premium** due between the date of lapse to the proposed date of reinstatement of the **Policy**, together with interest at such rate as **We** may advise at the time of the payment; and

- (f) **You** agree that any reinstatement to which **We** consent shall only be effective from the date of **Our** written endorsement of reinstatement.
- (g) All amounts payable to **Us** or by **Us** shall be paid in Indian Rupees and will be payable or paid at **Our** Head Office, Regional Office or any other office.

4. Termination of Policy

The **Policy** will terminate on the earliest of the following:

- a) On the expiry of the **Policy Term**; or
- b) On the death of the **Insured**; or
- c) On the expiry of 3 years from the date of lapse for non-payment of **Regular Premium** if the **Policy** has not been reinstated; or
- d) Surrender of the **Policy**.

5. Ownership Provisions

5.1. You are the Policyholder and beneficiary of this **Policy** as shown in Section 1 of the **Schedule**, until changed. Only **You** can, during the **Insured's** lifetime, exercise all rights, privileges and options provided under this **Policy**, subject to any assignee's rights.

5.2. Nomination & Assignment

- a) If **You** are also the **Insured** under this **Policy**, then at any time before the **Maturity Date** **You** may nominate an individual to receive the benefits under this **Policy** or change any existing **Nominee** by giving **Us** prior written notice. No nomination or change in **Nominee** will be effective before it is registered in **Our** records and **We** have sent an endorsement confirming the incorporation of the **Nominee** in **Our** records.
- b) If no nomination has been made or if the **Nominee(s)** die before payment becomes due under the **Policy**, then **Our** payment to **Your** legal heirs or **Your** legal representatives will be a final and valid discharge of **Our** obligations under the **Policy**.
- c) If the **Nominee** is a minor at the time payment becomes due under the **Policy**, then **We** shall make payment to the **Appointee** **You** named in the **Application**, and if no **Appointee** is named then **Our** payment to **Your** legal heirs or **Your** legal representatives will be a final and valid discharge of **Our** obligations under the **Policy**.
- d) **You** may assign this **Policy** by giving **Us** written notice. Assignment will be effective against **Us** only once **We** have received written notice of the assignment, a copy of the **Policy** document and **We** have sent an endorsement confirming that the assignment has been recorded.

- e) In registering an assignment or nomination, **We** do not accept any responsibility or express any opinion as to its validity or legality.

6. General Provisions

6.1 Policy Loan

No loans against this **Policy** are allowed.

6.2 Non-forfeiture options

Non forfeiture options are not available under this **Policy**.

6.3 Suicide

If the **Insured** commits suicide whilst sane or insane within 1 year from the **Date of Commencement** or from the date of the last reinstatement, whichever is later, the **Policy** shall be void and **We** will not be liable to make any payment under this **Policy**. **In such an event**, the **Regular/Single Premiums** shall be refunded without interest, less the expenses incurred on medical examination (if any) and stamp duty charges.

6.4 Travel, Residence and Occupation

This **Policy** does not impose any restrictions as to travel, residence or occupation, except as otherwise provided in any special provisions to this **Policy** or by law.

6.5 Proof of Age

Subject to Section 45 of the Insurance Act 1938 and without prejudice to any statutory rights and/or remedies that **We** may be entitled to, if Your actual age differs from the **Age** stated in the **Application** then:

- 6.5.1 If the Insure's actual age is higher than **Age** 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 stated correctly.
- 6.5.2 If the Insured's actual age is lower than **Age** stated in the **Application**, the premium paid in excess will be refunded to **You** without interest or may be adjusted towards future premium.
- 6.5.3 If the Insured's actual age is such that it would have made him ineligible for this **Policy**, then **We** may at **Our** option cancel the **Policy** and forfeit the premiums received.

6.6 Disclosure & Fraud

This **Policy** has been issued on **Your** representation 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.

If **You** or anyone acting for **You** or at **Your** direction or with **Your** knowledge makes or advances any claim knowing it to be false, fraudulent or dishonest in any respect, then this **Policy** will be void and any payments due to **You** or made by **You** will be forfeited.

6.7 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, as long as **You** first pay **Us** the fee **We** prescribe for issuing the duplicate **Policy**. Upon the issue of a duplicate **Policy**, the original **Policy** document will cease to have any legal force or effect.

6.8 Governing Law & Jurisdiction

The terms and conditions of the **Policy** shall be governed by and be subject to Indian law and be subject to the sole and exclusive jurisdiction of the Indian Courts.

6.9 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 this **Policy**, **We** will deduct or charge 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.

6.10 Claims Procedure

Death Claims

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

1. The Claim Forms as prescribed by **Us**
2. Written intimation of death
3. The **Policy** document.
4. The official death certificate issued by a competent authority.
5. First Information Report, police inquest report and a post-mortem report where the death is due to an accident or unnatural cause.
6. Proof of title to the **Policy** where applicable
7. **Our** duly executed discharge voucher.

6.11 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 premium paid subject to a deduction of the stamp duty charges, medical expenses borne by Us and proportionate premium for the time We have provided insurance cover upto the date of cancellation.

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

6.12 Grievance Redressal Mechanism

In case **You** have any query or complaint/grievance, **You** may approach the Grievance Officer attached to Our branch nearest to you. You may also contact us 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 41506969

Email: indiaservice@metlife.com

Web: www.metlife.co.in

Please address **Your** queries or 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 and address the same. Please note that only an officer duly authorized by **Us** has the authority to resolve **Your** complaints and 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**.

1. 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 IRDA 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
2. In case **You** are not satisfied with the decision/resolution of

the Company, **You** may approach the Insurance Ombudsman at the address setout as Annexure A after the terms and condition section if **Your** grievance pertains to:

- a) Insurance claim that has been rejected or dispute of a claim on legal construction of the **Policy**
 - b) Delay in settlement of claim
 - c) Dispute with regard to premium
 - d) Non-receipt of **Your** insurance document
3. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
 4. As per provision 13(3)of the Redress of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:
 - a) Only if the grievance has been rejected by the Grievance Redress Machinery of the Insurer
 - b) Within a period of one year from the date of rejection by the insurer
 - c) If it is not simultaneously under any litigation.

6.13 Customer Service

You may 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

Mail Us at indiaservice@metlife.co.in

**You may 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**

6.14 Changes to Terms and Conditions

We may, at **Our** sole and absolute discretion change the **Policy** terms and conditions with the prior approval of the IRDA. **We** will tell **You** of any changes to the terms and conditions within four weeks of the change taking place. If **You** object to the changes **You** must let **Us** know within a further 4 weeks or **You** will be deemed to have accepted the change. If **You** give notice of **Your** objection within 4 weeks the **Policy** will be surrendered and the **Policy** terminated.

6.15 Address for Communication: All notices and communications in respect of this **Policy** shall be addressed to **Us** at the following address:

MetLife India Insurance Company Limited
Registered Office, 'Brigade Seshamahal'
5, Vani Vilas Road,
Basavanagudi,
Bangalore – 560 004.

6.16 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 insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that the such 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 life insured was incorrectly stated in the proposal.