

PNB MetLife India Insurance Company Limited (Insurance Regulatory and Development Authority Life Insurance Registration No. 117) Registered Office: Brigade Seshmahal, 5, Vani Vilas Road, Basavanagudi, Bangalore – 560 004 <a href="https://www.pnbmetlife.com">www.pnbmetlife.com</a>; Fax +90-80-41506969

# Terms & Conditions - Met Deferred Monthly Income Plan - 7

## 1. Basic 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 age of the Insured as of his last birthday and is as shown in the Schedule.

1.2. Annualized Premium means one full year's Regular Premium.

- 1.3. Application means the proposal form and any other information given to Us to decide whether and on what terms to issue this Policy.
- 1.4. 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.
- 1.5. Base Sum Assured means the chosen Guaranteed Monthly Regular Income \* Benefit Payout Period \* 12 \* 1.2. The Base Sum Assured as appearing in this Policy is provided only illustrative and is used for the purpose of determining the benefits payable under the Policy.
- 1.6. Benefit Payout Period means the period specified in the Schedule that commences from the Monthly Anniversary Date that immediately succeeds the completion of the 10<sup>th</sup> Policy Year or the date of death of the Insured, whichever is earlier, and concluding on the date of settlement of the last Guaranteed Monthly Regular Income under the Policy, which shall be at the end of chosen Benefit Payout Period from the date of the first Guaranteed Monthly Regular Income payment.
- 1.7. Cash Bonus means the amount calculated in accordance with Clause 2.3.1(2) and payable in accordance with the terms and conditions of this Policy,
- 1.6. Date of Commencement means the date on which the Policy comes into effect and is as specified in the Schedule.
- 1.7. Enhanced Monthly Income means the amount which is calculated as follows and is payable in accordance with the terms and conditions of this Policy:
  - Guaranteed Monthly Regular Income + {all Simple Reversionary Bonuses that have accrued at the end of the 10<sup>th</sup> Policy Year/ (Benefit Payout Period x 12)}
- 1.9. Financial Year means the financial year followed by Us.
- 1.10. Guaranteed Monthly Regular Income means the amount of benefit payable during the Benefit Payout Period and is as specified in the Schedule. This is the amount chosen by You at inception and is payable on every Monthly Anniversary Date during the Payout Period, subject to the terms and conditions of this Policy.
- 1.11. Insured means the person insured as named in the Schedule and on whose death or survival (as applicable) the benefits become payable as set out in the Schedule.
- 1.12. Maturity Date means the expiry date of this Policy as shown in the Schedule.
- 1.13. Monthly Anniversary Date means one month from the Date of Commencement and every date falling one month thereafter, till the Maturity Date.
- 1.14. Nominee means the person nominated by You as per the Application (or as may be subsequently notified to Us from time to time) to receive the benefits under the Policy in the event of the death of the Insured before the Maturity Date.
- 1.15. Policy means this document, any endorsements issued by Us, the Schedule and the Application.
- 1.16. Policy Anniversary Date means one year from the Date of Commencement and every date falling one year thereafter, till the Maturity Date.
- 1.17. Policy Year is measured from the Date of Commencement of the Policy and is a period of twelve consecutive calendar months.
- 1.18. Policy Term means the number of Policy Years for which the Policy continues, starting from the Date of Commencement and concluding on the Maturity Date and is as specified in the Schedule.
- 1.19. Premium Payment Term means the number of Policy Years for which the Insured is required to pay the Annualized Premium and is as specified in the Schedule.
- 1.20. Reduced Paid-Up Value means the value that is calculated as follows:
  - Total Income Benefit x (number of Regular Premiums received/number of Regular Premiums

payable during the Premium Payment Term)

1.21. Regular Premium means 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.

1.22. Revised Enhanced Monthly Income means the amount referred to in Clause 3.2.4 which is payable in accordance with the terms and conditions of the Policy and is calculated as follows:

Revised Monthly Income + {all Simple Reversionary Bonuses that have accrued till the first unpaid Regular Premium/ (Benefit Payout Period x 12)}

- 1.23. Revised Monthly Income means the amount referred to in Clause 3.2.4 which is payable in accordance with the terms and conditions of the Policy and is calculated as follows: Reduced Paid-Up Value/ (Benefit Payout Period x 12)
- 1.24. Simple Reversionary Bonus means the amount calculated in accordance with Clause 2.3.1(1) and payable in accordance with the terms and conditions of this Policy.
- 1.25. Schedule means the Schedule We issue along with any annexure, tables or endorsements attached to it from time to time.
- 1.26. Terminal Bonus means the amount calculated in accordance with Clause 2.3.1(3) and payable in accordance with the terms and conditions of this Policy.
- 1.27. Total Income Benefit means an amount which is calculated as follows:

Guaranteed Monthly Regular Income \* Benefit Payout Period \* 12

- 1.28. We, Us, or Our means PNB MetLife India Insurance Company Limited.
- 1.29. You or Your means the Policyholder as named in the Schedule.

#### 2. Policy Benefits

Met Deferred Monthly Income Plan - 7 is the name of the product offered by Us. It is a traditional endowment life insurance plan and is participating in nature. The Policy provides for participation in the distribution of surplus or profits that may be declared by Us.

#### 2.1. Death Benefit

Upon the death of the Insured and provided that the Policy is in full force and effect, We shall pay, subject to the Policy terms and conditions and prevailing laws, You or Your Nominee the following death benefit:

- If the Insured dies on or before the 10<sup>th</sup> Policy Anniversary when the Policy is in force, then:
  - We will pay a lump sum amount equal to 20% of the Total Income Benefit;
  - We will pay a lump sum amount equal to all the Simple Reversionary Bonuses (if any) that have accrued till the date of the Insured's death;
  - We will pay a lump sum amount equal to the Terminal Bonus, if any;
  - We will pay the Guaranteed Monthly Regular Income amount on every Monthly Anniversary Date subsequent to the Insured's death until completion of the Benefit Payout Period;
  - We will pay an amount equal to all Simple Reversionary Bonuses (if any) which accrue after the Insured's death but before the 10<sup>th</sup> Policy Anniversary as a lump sum on the completion of the 10th Policy Year;
  - Cash Bonus (if any) declared by Us will be payable in accordance with Clause 2.3.1(2) below.

The Policy shall terminate immediately and automatically on the expiry of the Benefit Payout Period when the last Guaranteed Monthly Regular Income payment is made.

- If the Insured dies after the 10<sup>th</sup> Policy Anniversary, when the Policy is in force, then: ii
  - We will pay a lump sum amount equal to the 20% of the Total Income Benefit;
  - We will pay a lump sum amount equal to the Terminal Bonus, if any,
  - We will continue to pay the Enhanced Monthly Income amount on every Monthly Anniversary Date subsequent to the Insured's death until the Maturity Date;
  - Cash Bonus (if any) declared by Us will be payable in accordance with Clause 2.3.1(2) below.

The Policy shall terminate immediately and automatically on the Maturity Date when the last Enhanced Monthly Income payment is made.

#### 2.2 Survival Benefits

- 2.2.1. If the Insured is alive and the Policy is in force on the completion of the 10<sup>th</sup> Policy Year then We will pay the Enhanced Monthly Income amount on every Monthly Anniversary Date subsequent to the completion of the 10<sup>th</sup> Policy Year until the Maturity Date.
- 2.2.2. In addition to the amount payable in accordance with Clause 2.2.1, any **Cash Bonus** declared by **Us** will be payable in accordance with Clause 2.3.1(2) below.
- 2.2.3. If the Insured dies after the Enhanced Monthly Income has become payable in accordance with Clause 2.2.1, then We will continue to pay the Enhanced Monthly Income to the Nominee on every Monthly Anniversary Date until the Maturity Date in accordance with Clause 2.1(ii)(c) above.

Note: The maximum period for which Guaranteed Monthly Regular Income/ Enhanced Monthly Income is payable is 120/180/240 months from the commencement of first Guaranteed Monthly Regular Income/ Enhanced Monthly Income payment if the Benefit Payout Period applicable as specified in the Schedule is 10/15/20 years respectively.

Any amount payable in accordance with Clause 2.1 (i) or (ii) or 2.2 shall be payable to **You** and if **You** are not alive on the date payment becomes due, then **We** shall make payment to the **Nominee**. If the **Nominee** is not alive when the payment becomes due, **We** will make payment to Your legal heirs or legal representatives.

#### 2.3 Bonus

2.3.1 The following 3 bonuses may be declared by **Us** under this **Policy** in **Our** sole and absolute discretion. None of these bonuses are guaranteed and declaration will depend on **Our** actual experience.

#### 1) Simple Reversionary Bonus:

The Policy will be eligible for any Simple Reversionary Bonus declared by Us, only after the completion of the first 3 Policy Years. Any Simple Reversionary Bonus declared by Us at the end of the Financial Year will accrue to the Policy at the next Policy Anniversary only if the Policy is in force and all Regular Premium until the date of accrual or till the death of the Insured, has been received.

All accrued Simple Reversionary Bonuses will either be:

- (a) Payable in lump sum on the **Insured's** death in accordance with Clause 2.1(i)(b) and 2.1 (i)(d) if the **Insured's** death occurs on or before the 10<sup>th</sup> **Policy Anniversary**; OR
- (b) Added to the Guaranteed Monthly Regular Income to form the Enhanced Monthly Income which shall be payable in accordance with Clause 2.2.1 and Clause 2.1(b)(iii) respectively.

## 2) Cash Bonus

The **Policy** will be eligible for any **Cash Bonus** declared by **Us** only after the completion of the first ten **Policy Years.** Any **Cash Bonus** declared by **Us** after the completion of a **Financial Year** will be payable on or before September 30<sup>th</sup> of the next **Financial Year** to all policies. No cash bonus will be paid on lapsed policies.

#### 3) Terminal Bonus

We may also declare a **Terminal Bonus**, which is payable on the earlier of the **Maturity Date** or the death of the **Insured**.

## 2.4 Maturity Benefits

If the **Insured** is alive and the **Policy** is in force on the **Maturity Date**, then the **Terminal Bonus** (if any) will be payable and the **Policy** and all benefits there under shall immediately and automatically cease.

## 2.5 Policy Loan

No loan will be granted under this Policy.

#### 3. Premium Provisions

#### 3.1 Regular Premium

- 3.1.1 You must pay the Regular Premium in full on the due date specified in the Schedule during the Premium Payment Term. Regular Premium received before the due date shall be credited to the Policy only on the due date and You understand and agree that You shall not be entitled to any interest on such Regular Premium paid All taxes, cess, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the premiums to be paid by You.
- 3.1.2 You may change the frequency of premium payment by giving Us written notice. The revised frequency shall only be applicable once We have received the Alteration Charges specified in the Schedule and issued an endorsement to the Schedule.
- All amounts payable to Us or by Us shall be paid in Indian Rupees (INR) and will be payable or paid at 3.1.3 Our Corporate Office, Registered Office, Regional Office or any other office.

#### 3.2 **Premium Discontinuance**

- If We do not receive the Regular Premium in full on the due date specified in the Schedule, then We will 3.2.1 allow a grace period of 30 days (15 days if Regular Premium is due monthly). The Policy shall remain in force during the grace period and any benefits payable under the Policy shall continue to be paid.
- 3.2.2 If the Regular Premium is not received in full within the grace period, the Policy shall lapse.
- 3.2.3 If the Policy lapses when Regular Premium for the first 2 Policy Years has not been received, no benefits shall fall due or be payable under the Policy.
- If the Policy lapses when Annualized Premium for at least the first 2 Policy Years has been received in 3.2.4 full the Policy shall be automatically converted to a Reduced Paid-up Policy from the date of the first unpaid Regular Premium and the benefit amounts payable on death, survival or maturity of the Policy shall be only in accordance with the following:

#### Death Benefit:

- (a) If the Insured dies on or before the 10<sup>th</sup> Policy Anniversary after the Policy has been converted to a Reduced Paid-up Policy, then:
  - We will pay a lump sum amount equal to 20% of the Reduced Paid Up Value;
  - (ii) We will also pay a lump sum amount equal to all the Simple Reversionary Bonuses (if any) that have accrued till the date of the first unpaid Regular Premium;
  - (iii) We will pay the Revised Monthly Income on every Monthly Anniversary Date subsequent to the Insured's death until completion of the Benefit Payout Period;

The Policy shall terminate immediately and automatically on the expiry of the Benefit Payout Period when the last Revised Monthly Income payment is made. No Simple Reversionary Bonus, Cash Bonus or Terminal Bonus declared by Us after the first unpaid Regular Premium shall be payable under the Reduced Paid-up

- (b) If the Insured dies after the 10th Policy Anniversary and after the Policy has been converted to a Reduced Paid-up Policy, then:
  - e. We will pay a lump sum amount equal to 20% of the Reduced Paid Up Value;
  - f. We will continue to pay the Revised Enhanced Monthly Income on every Monthly Anniversary Date subsequent to the Insured's death until the Maturity Date;

The Policy shall terminate immediately and automatically on the Maturity Date when the last Revised Enhanced Monthly Income payment is made. No Cash Bonus or Terminal Bonus declared by Us after the first unpaid Regular Premium shall be payable under the Reduced Paid-up Policy.

#### Survival Benefit:

If the Insured is alive and the Policy is converted to a Reduced Paid-up Policy on the completion of the 10th Policy Year then We will pay the Revised Enhanced Monthly Income amount on every Monthly Anniversary Date subsequent to the completion of the 10<sup>th</sup> Policy Year until the Maturity Date

If the Insured dies after the Revised Enhanced Monthly Income has become payable, then We will continue to pay the Revised Enhanced Monthly Income to You or the Nominee in accordance with Clause 3.2.4(b)(ii) until the Maturity Date.

No **Simple Reversionary**, **Cash Bonus** or **Terminal Bonus** declared by **Us** after the first unpaid **Regular Premium** shall be payable under the Reduced Paid-up Policy.

#### Note:

The Revised Monthly Income and Revised Enhanced Monthly Income mentioned in the above two Clauses, would be payable on a monthly basis if the Revised Monthly Income is Rs.500 and above. Otherwise, 12 times of the Revised Monthly Income amount will be payable on annual basis at the end of the Policy Year.

#### Maturity Benefit:

No maturity benefit will be payable under the Reduced Paid-up Policy.

## 3.3 Reinstatement

A lapsed **Policy** may be reinstated within the earlier of 3 years from the first unpaid **Regular Premium** and the expiry of the **Policy Term** by giving **Us** written notice to reinstate the **Policy** and provided that the **Insured** is alive and:

- a) You pay all the due Regular Premium in full along with any extra premium specified by Us, applicable revival charges specified in the Schedule and interest at the rate specified by Us;
- b) You provide Us with satisfactory evidence of insurability at Your own cost, unless the written notice to reinstate is received by Us within 6 months of the first unpaid Regular Premium and provided that Annualized Premium for at least the first 2 Policy Years has been received in full;
- c) You provide Us with all other information and documentation We request;

#### 3.4 Surrender Value

If the **Policy** is surrendered after the completion of 2 **Policy Years**, provided that all **Regular Premiums** for the first 2 **Policy Years** have been received in full, **We** will pay the Surrender Value which is the higher of the **Guaranteed Surrender Value** and **Special Surrender Value** which are calculated as follows:

Guaranteed Surrender Value is equal to 30% of the (total Regular Premium received minus all extra premiums(if any)) minus any Survival Benefits already paid in accordance with Clause 2.2

Special Surrender Value is the surrender value specified by Us on receipt of a request for surrender and shall be calculated based on the paid-up value factors (determined by Total Income Benefit x (number of Regular Premiums received/number of Regular Premiums payable during the Premium Payment Term) and accrued Simple Reversionary Bonuses reduced by the Survival Benefits already paid in accordance with Clause 2.2 and the Surrender Value Factors determined by Us in Our sole discretion.

The **Special Surrender Value** will be quoted only on receipt of a surrender request and the Surrender Value Factors depends on the then prevailing market conditions and are not guaranteed.

## 4 Ownership Provisions

## 4.1 The Policyholder

You are the policyholder and beneficiary of this **Policy** as shown on 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.

## 4.2 Nomination & Assignment

- If You are also the Insured under this Policy, then at any time before the Maturity Date You may 4.2.1 nominate a Nominee or change any existing nomination 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 identity of the Nominee.
- 4.2.2 If no nomination has been made or all Nominees die before payment becomes due under the Policy, then Our payment to You or Your legal heirs or Your legal representatives will be a final and valid discharge of Our obligations under the Policy.

4.2.3 If the Nominee is a minor at the time payment becomes due under the Policy, then We shall make payment to the Appointee.

4.2.4 You may assign this Policy by giving Us written notice. An 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. 4.2.5

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

## Termination of Policy

The Policy will be immediately and automatically terminated on the occurrence of the earliest of the following:

5.1 The date on which the Policy is surrendered.

5.2 At the expiry of three years from the date of lapsation, if the Policy has not been reinstated and provided that the Policy has not been converted to a Reduced Paid-up Policy.

5.3 Upon payment of the last Monthly Regular Income and Terminal Bonus, if any, in case of expiry of the Policy Term

5.4 Upon payment of the last Monthly Regular Income, in case of death of the Insured

#### **General Provisions**

- 6.1 Free Look Period: You may cancel the Policy by giving Us signed written notice within 15 days (30 days if the Policy has been purchased through direct marketing, including telemarketing) of receiving the Policy stating the reasons for Your objection and We will pay an amount equal to the Regular Premium received after deduction of stamp duty, proportionate risk premium for the period on cover and any expenses incurred on medical examination.
- 6.2 Taxation: Any tax benefits under the Policy shall be as in accordance with the prevailing laws relating to taxation in India and amendments thereto from time to time. We will 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 Policy.
- 6.3 Suicide: If the Insured commits suicide, whether sane or insane at that time, within one year from the Date of Commencement Our liability to make any payment under this Policy shall be limited to refund of the Regular Premium received after deduction of stamp duty and any expenses incurred on medical examination and We shall not be liable to make payment of any of the benefits under the Policy.

In the event the Insured commits suicide, whether same or insane at that time, within one year from the date of the last reinstatement of the Policy, Our liability to make any payment under this Policy shall be limited to making payment of the surrender value calculated in accordance with Clause 3.5 and We shall not be liable to make payment of any of the benefits under the Policy.

6.5 Currency & place of payment: All amounts payable either to or by Us under the Policy 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

6.6 Disclosure: 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. If it comes to Our knowledge that You have misrepresented or suppressed any material facts or 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 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 Proof of Age: Subject to Section 45 of the Insurance Act 1938, if the actual age of the Insured differs from the Age stated in the Application then:

- 6.7.1 If the **Insured's** actual age proves to be higher than the **Age** stated in the **Application**, the amount payable under Clause 2.1(a) and (b)shall be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated;
- 6.7.2If the **Insured's** actual age proves to be lower than the **Age** stated in the **Application**, the **Regular Premium** paid in excess will be refunded to **You** without interest or may be adjusted towards future premium. The **Policy** will continue to be in force as per the terms specified therein
- 6.7.3 If the Insured's actual age is such that it would have made him/ her ineligible for this Policy, We may, at Our sole discretion take such action as may be deemed appropriate including cancellation of the Policy and forfeiture of the Regular Premium received.

#### 6.8 Claims Procedure

- 6.8.1 It is a condition precedent to **Our** liability under this Policy that **We** have received all of the following information and documentation and any other information or documentation **We** request, including but not limited to:
  - a) The original Policy document

b) Our claim form duly completed

c) The official death certificate issued by a competent governmental authority

d) Proof of title to the Policy where applicable

- e) Nominee/legal heir identification and address proof.
- 6.8.2 We will not be obliged to make any payment of the other benefits under the Policy unless We have received all of the following information and documentation and any other information or documentation We request, including but not limited to
  - a) The Policy document
  - b) The discharge voucher as prescribed by Us

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

- 6.9 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 will cease to have any legal force or effect. You agree that You will indemnify and hold Us free and harmless from and against any claims or demands which may arise under or in relation to the original Policy document.
- 6.10Policyholder'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 in payment mode, change in Nominee, change an address or 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 Our local office.
- 6.11Travel, Residence and Occupation: This Policy does not impose any restrictions as to travel, residence or occupation.
- 6.12 Changes to Terms and Conditions: We may, in Our sole and absolute discretion change the Policy terms and conditions with the prior approval of the Insurance Regulatory Development Authority. 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.
- 6.13Governing Law & Jurisdiction: The terms and conditions of the Policy shall be governed by and be interpreted in accordance with Indian law and all disputes or differences arising under or in relation to the Policy shall subject to the sole and exclusive jurisdiction of the courts situated in Bangalore.
- 6.14Address for Communication: All notices and communications in respect of this Policy shall be addressed to Us at the following address:

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

## 6.15 Grievance Redressal Mechanism

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



Call 1800-425-69-69 (Toll free) or 080-26502244 or Fax 080 41506969





Write to "Customer Service Department", PNB MetLife India Insurance Co Ltd, Brigade Seshmahal,5, Vani Vilas Road, Basavangudi, Bangalore-560004, India



Visit our website www.pnbmetlife.com

Visit our nearest PNB MetLife branch across the country

In case You are not satisfied with the resolution provided by the above touch points,

You can write to Our Grievance Redressal Officer at GRO@pnbmetlife.co.in or send a letter to the Registered Office

"PNB MetLife India Insurance Co Ltd, Brigade Seshmahal,5, Vani Vilas Road, Basavangudi, Bangalore-560004, India"; or

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**.

 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 the 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.

Toll Free: 155255 Phone: +91-40- 6682 0964/6678 9768 (Ext -251) E-mail: <u>lifecomplaints@irda.gov.in</u>

- 4. In case **You** are not satisfied with the decision/resolution of **Our** company, **You** may approach the Insurance Ombudsman at the address enclosed as Annexure A, 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 Policy Document

The complaint should be made in writing duly signed by the complainant, Nominee or by his 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.
  - c) If it is not simultaneously under any litigation

#### 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.