

# PNB MetLife Money Back Plan

## 1. Part A

### 1.1 Welcome Letter

[Mr./Ms. Name of the policyholder]  
[Father/husband name]  
[Address]  
[Mobile no.]  
<Policy No> <Sourcing Branch>

Date: dd-mm-yyyy

Dear Mr./Ms. Valued Customer, (Client ID: XXXXXX)

Welcome to PNB MetLife Family. Thank you for choosing a PNB MetLife product and showing your confidence in us. At PNB MetLife, we value your patronage and are committed to offering you the best services always.

PNB MetLife brings together financial strength, credibility and reliability of MetLife Inc, one of the leading global 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 assured that you have chosen the right partner for life.

This booklet contains your Policy Document along with other related information, including a copy of your Application. Please keep this document in a safe place, so that your loved ones can refer to it if the need arises. Some key details of your Policy are:

Policyholder	Mr./ Ms. [name of Policyholder]	Nominees/Nominee(s)	Ms./Master. <<Nominee>>
Policy Number	<policy no>	Premium Payment Term	10 Years
Name of the Plan	PNB MetLife Money Back Plan	Policy Term	10 Years
Payment Mode	<Mode>	Premium Amount	Rs. XXXXX.XX

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

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

<b>Name</b>	<<Valued Advisor>>	<b>Channel</b>	<<XX>>	<b>Code</b>	<<XXXXXX>>
<b>E-Mail ID</b>	<a href="mailto:valuedadvisor@pnbmetlife.co.in">&lt;&lt;valuedadvisor@pnbmetlife.co.in&gt;&gt;</a>		<b>Mobile / Landline No.</b>	<<XXXXXXXX>>	

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

Yours Sincerely,  
PNB MetLife India Insurance Co. Ltd.

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

In case of any queries / concerns, You can reach Us at:			
Call us at 1800-425-6969 (Toll Free) or 022 - 4179 0300 (8am -8pm)/ Fax: 022 - 4023 1225	Email Us at <a href="mailto:indiaservice@pnbmetlife.co.in">indiaservice@pnbmetlife.co.in</a>	Visit <a href="http://www.pnbmetlife.com">www.pnbmetlife.com</a> 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 <a href="http://www.pnbmetlife.com">www.pnbmetlife.com</a>

# PNB MetLife Money Back Plan

## 1.2 Policy Preamble

### PNB MetLife Money Back Plan A Non-linked, Non-participating, Endowment Life Insurance Plan

This is a contract of insurance between You and PNB MetLife India Insurance Company Limited. This contract of insurance has been enacted on receipt of the premium deposit and is based on the details in the Application received together with the other information, documentation and declarations received from You for effecting a life insurance contract on the life of the person named in the Policy Schedule below.

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

**On examination of the Policy, if you notice any mistake or error, please return the Policy document to us in order that we may rectify it.**

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

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

## 1.3 Policy Schedule

<b>Name of the Plan</b>	PNB MetLife Money Back Plan
<b>Nature of the Plan</b>	[Non-linked, Non-participating, Endowment Life Insurance Plan
<b>UIN</b>	117N081V03

Application number	Policy number	Date of issue	Issuing office
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### 1. Details of the Policyholder and Insured

Name of the Policyholder		Gender	
Name of the Insured		Gender	
Proof of identification		Gender	
Date of birth of Insured			
Whether Age admitted	<Yes/No>	Age	

### 2. Policy Benefits

Basic Sum Assured	Rs. <>
Rider details	NA

### 3. Policy Details

Date of Inception of the Policy	
Date of Commencement of the risk	
Maturity Date	
Policy Term	
Policy Currency	
Annualized Premium	Rs. <>

### 4. Details of Agent/Intermediary

Name	
License number	

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Phone number	
Address	
Email address	

### 5. Premium Details

<b>Annualized Premium</b>	
Modal Premium	Rs. <>
Goods & Services Tax	
Total Modal Premium amount*	Rs. <>
Premium Frequency	
Premium due date	
Last due date of premium	
Premium Payment Term	

\* Includes Goods & Services Tax at prevailing rates. You will be responsible to pay any new or additional tax/levy or any changed amount of Goods & Services Tax/ cess being made applicable/ imposed on the premium(s) by competent authority.

<b>Special provisions/options (if any)</b>	
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### 6. Nominee details

Name(s) of the Nominee	Relationship	Share(s) %
1)		
2)		
3)		
4)		

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

<b>Appointee name:</b>		
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### 8. E-Policy document

Your soft copy of policy document is available in the customer portal. You can access through [www.pnbmetlife.com](http://www.pnbmetlife.com) > **Customer login** > **Provide user ID and password** (for existing customer), else click **New User** (for new customer)

## PNB MetLife Money Back Plan

### Key Feature Document

#### Key Benefits

<b>Survival Benefits</b>	You will receive 10% of the chosen Sum Assured as survival benefit from 5 <sup>th</sup> Policy Year to 9 <sup>th</sup> Policy Year.
<b>Maturity Benefit</b>	In case of your survival till maturity, you will get 60% of Sum Assured at the end of the Policy Term.
<b>Death Benefit</b>	In case of unfortunate demise of the life insured, we shall pay the highest of the chosen Sum Assured or 10 times the annualized premium or 105% of all premiums paid or maturity benefit, as death benefit to the nominees, irrespective of the survival benefits already paid

#### Key Product Conditions

Premium Payment Term	Regular
Min. Age at entry*	13 Years
Max. Age at entry*	55 Years
Max. age at maturity*	65 Years
Policy Term	10 Years only
Min Sum Assured	Rs. 250,000
Min. Premium	Rs. 23,119
Max. Premium	Rs. 51,63,875
Max Sum Assured	Rs. 5 Crore

\*Age Last Birthday

## PNB MetLife Money Back Plan

### Key Service Features

<b>Nomination</b>	Nomination shall be allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
<b>Assignment</b>	Assignment shall be allowed under this policy as per the provisions of Section 38 of the Insurance Act, 1938 as amended from time to time.
<b>Policy Loan</b>	The maximum amount of policy loan that you can avail will be limited to 90% of the Special Surrender Value of your policy at the end of the relevant Policy Year less any unpaid premiums for that year and loan interest accrued.
<b>Premium Payment</b>	Premium payment can be made by cash, cheque, credit card, ECS, online payment, demand draft, and direct debit or any other mode as prescribed by the IRDA of India
<b>Customer Service No.</b>	1800 425 6969 (Toll-free) or 022-4179 0300(8am-8pm)
<b>Grievance Redressal Mechanism</b>	Visit us <a href="http://www.pnbmetlife.com">www.pnbmetlife.com</a> Email us: <a href="mailto:indiaservice@pnbmetlife.co.in">indiaservice@pnbmetlife.co.in</a> Write to us: <b>PNB MetLife India Insurance Co. Ltd,</b> Unit No. 101, First Floor, Techniplex I, Techniplex Complex, Off Veer Savarkar Flyover, S.V. Road, Goregaon (West), Mumbai – 400 062, Maharashtra. 022 - 4179 0300 (8am -8pm)/ Fax: 022 - 4023 1225

For detailed benefits, please refer to the Policy terms and conditions.

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## 2. Part B

### 2.1 Definitions applicable to your Policy

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

1. **Age** means age as on the last birthday; i.e. the age of the Life Assured in completed years as on Date of Inception of the Policy and is as shown in the Schedule
2. **Annual Premium** means one full year's Premium (including loadings and excluding taxes)
3. **Annualized Premium** means the due premium as calculated and applicable for a Policy Year. Annualised Premium excludes underwriting extra premium, frequency loadings on premium, if any, the premiums paid towards the Riders, if any and Goods & Services Tax and cess
4. **Application** means the proposal form and any other information given to Us to decide whether and on what terms to issue this Policy.
5. **Appointee** means the person named in the Schedule to receive payment under this Policy, if the Nominee is a minor at the time payment becomes due under this Policy.
6. **Basic Sum Assured (BSA)/Sum Assured** means the absolute amount specified in the Schedule which is the minimum amount assured to be paid on the death of the Life Assured
7. **Benefit Illustration** means an Annexure along with the Schedule that illustrates the premiums, guarantees, returns, benefits and values of the proposed Policy. This Benefit Illustration complies with IRDA of India Regulations and contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy
8. **Benefits** means the Death Benefit, Maturity Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy
9. **Base Premium** means the Installment Premiums that are paid towards the Policy and excludes the premiums paid towards the Riders and does not include any taxes, cess and/or levies
10. **Claimant** means either the Life Assured or the Policyholder or the Nominee or the assignee or the legal heir of the Nominee / policyholder as the case may be
11. **Company/Us/We/Our** means PNB MetLife India Insurance Company Limited
12. **Date of Commencement of Risk** means the date on which the risk under the Policy comes into effect and is as specified in the **Schedule**. The commencement of risk cover on the Life Assured shall depend on the age of the Life Assured on commencement of the Policy
13. **Date of Inception of the Policy** means the date on which this Policy is issued after We have accepted the risk under the Application. The Date of Issue is shown in the Schedule.
14. **Date of commencement of the Policy** is the same of the Date of Inception of the Policy.

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15. **Grace Period** means a period of 15 days from the premium due date if the instalment premium is payable monthly and 30 days for all other frequencies for payment of instalment premium. The Policy shall continue to be in force with the insurance cover during the Grace Period.
16. **In-force Status** means a condition during the term of the Policy, wherein the coverage of risk on the life of the life assured is subsisting and You have paid all the due Installment Premiums
17. **Installment Premium** means the amount stipulated in the Schedule and paid at regular intervals (yearly/half yearly/ or monthly mode as shall be applicable) by You for the chosen Premium Payment Term as consideration for acceptance of risk and Benefits specified as such in the Policy Document
18. **IRDA of India** means the Insurance Regulatory and Development Authority of India.
19. **Lapse** means a condition wherein the due Premiums have not been paid in full, as required under the Policy, thereby rendering this Policy unenforceable. No benefits will be paid when the Policy is in Lapse status.
20. **Life Assured** means the person, named as such in the Schedule, on whose life, the insurance cover is effected in the terms of this Policy
21. **Maturity Date** means the expiry date of this Policy as shown in the Schedule.
22. **Nominee** means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the You, to receive the admissible benefits, in the event of death of the Life Assured
23. **Paid-up/Paid-up status/Reduced Paid-up** means a condition during the Policy Term, wherein the Premiums have been paid in full for at least the first few consecutive years, as required under the Policy and the remaining due Premiums have not been paid, rendering the Policy to continue at a reduced level of Benefits, as specified under the Policy
24. **Policy** means this contract of insurance, as evidenced by the Policy Document.
25. **Policy Anniversary** means the start date of every subsequent Policy Year
26. **Policy Term** means the entire term of the policy as specified in the Schedule
27. **Policy Year** means a period of twelve consecutive months from the Date of Commencement of the Policy as stated in the Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter
28. **Policyholder/Policy owner/Proposer/You** means the person specified as such in the Policy Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this contract or by virtue of operation of law. In the event the proposer named in the Application is different from the Life Assured, then the proposer shall be the Policyholder
29. **Premium** means the payments to be made by You as per the chosen Premium Payment Term, to keep the Policy in force, in accordance with the frequency of payment chosen by You and is the amount as specified in the Schedule
30. **Premium Payment Term** means the period or the term of the Policy during which You are required to pay the premiums with respect to the Policy, to Us
31. **Prevailing Rate of Interest** means the applicable rate of interest as declared by Us from time to time that shall be charged



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to You on specified transactions related to the Policy, subject to approval of the IRDA of India

32. **Regulation** means the laws and regulations as in effect from time to time and applicable to this Policy, including without limitation, the regulations and directions issued by the IRDA of India from time to time
33. **Revival** means payment of all due premiums that are in arrears to convert a Policy from "Lapse" or "Paid-up" Status into "In force" Status
34. **Revival Period** means a period of 2 consecutive years from the first unpaid installment of Premium.
35. **Schedule** means the attached Schedule that provides your Policy Benefits, the terms of the contract and details provided by You, along with all its annexes, issued by Us for this Policy. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time
36. **Surrender** means the complete withdrawal/ termination of the Policy in its entirety by You
37. **Surrender Value** means an amount, as specified under the Policy, that is payable upon complete withdrawal/termination of the entire Policy by You
38. **You or Your** means the Policyholder as named in the Schedule.

**3. Part C**

**Policy Features, Benefits & Premium Payment conditions**

**3.1 Policy Features**

PNB MetLife Money Back Plan is a non-linked, non-participating regular premium anticipated endowment plan. This plan offers the benefits listed below. The benefits will be payable subject to the terms and conditions of this Policy, including the Premium Payment Conditions set out below.

**3.2 Policy Benefits**

**3.2.1 Death Benefit**

(a) Upon the Insured's death when the Policy is in full force and effect, We will pay the Nominee an amount equal to the highest of the following amounts:

1. 100% of the Basic Sum Assured;
2. 10 times the annualised Premium;
3. 105% all Premiums paid;
4. Maturity benefit

The above amount shall be paid notwithstanding payments of any Guaranteed Survival Benefits defined below.

**3.2.2 Guaranteed Survival Benefits**

(a) If the Insured is alive, and provided all due Regular Premium has been received by Us and the Policy is in force, the Guaranteed Survival Benefits will be payable at the durations and in the amounts specified in the table below:

<b>Policy Anniversary on which the Guaranteed Survival Benefit is due</b>	<b>% of the Basic Sum Assured payable as a Guaranteed Survival Benefit</b>
5	10%
6	10%
7	10%
8	10%
9	10%

(b) We shall not be liable to make payment of any Guaranteed Survival Benefit after:

- (i) the earlier of the Insured's death or the Maturity Date;
- (ii) the Policy being converted into a Policy with a Reduced Paid-up Value in accordance with the provisions of Part C.

(c) We shall not deduct any Guaranteed Survival Benefit paid from any Death Benefit amount payable under this Policy.

**3.2.3 Maturity Benefits**

If the Insured is alive and the Policy is in force on the Maturity Date, We will pay an amount equal to 60% of the Basic Sum

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Assured to You and the Policy and all benefits under the Policy shall terminate.

## 3.3 Suicide Exclusion

If the Insured's death is due to suicide (whether sane or insane at the time of suicide) within one year from the Date of Inception of the Policy, Our liability to make payment under the Policy will be limited only to refunding 80% of the total Regular Premium received under the Policy. We shall not be liable to pay any interest on this amount.

If the Insured's death is due to suicide (whether sane or insane at the time of suicide) within one year from the date of the last revival of the Policy, Our liability to make payment under the Policy will be only limited to the higher of the Surrender Value or 80% of the total Regular Premium received under the Policy till the date of death provided the Policy is in force. We shall not be liable to pay any interest on this amount.

## 3.4 Premium Payment Conditions

### 3.4.1 Payment of Regular Premium

You must pay the Regular Premium on or before its due date specified in the Schedule. Regular Premium is due for 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 Premiums to be paid by You.

### 3.4.2 Alteration of the Regular Premium Frequency

You may change the frequency of Regular Premium payments provided that You give Us a written request and make payment of the Alteration Charges listed in Part E. The change in frequency will be applied only from the Policy Anniversary following the date of Your request.

### 3.4.3 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.

### 3.4.4 Premium Discontinuance during the first 3 Policy Years

If the Regular Premium for the first 3 Policy Years has not been received and the due Regular Premium is not received in full during the Grace Period, the Policy will lapse and no benefits shall be payable under the Policy on the occurrence of the Insured's death or otherwise. The lapsed Policy can be revived within the Revival Period. No Policy benefits will be payable if the Policy is not revived in accordance with the provisions stated in Part D.

### 3.4.5 Premium Discontinuance after the completion of the first 3 Policy Years

- (i) When Regular Premium for at least the first 3 Policy Years has been received in full, the Policy shall be converted into a Policy with Reduced Paid-up Value from the date of the first unpaid Regular Premium:
  - a. If the Insured dies after the Policy has been converted into a Policy with Reduced Paid-up Value, then the Death Benefit payable shall be equal to;

(Basic Sum Assured) \* (Number of Regular Premiums paid / Number of Regular Premiums payable for the Premium Payment Term)

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- b. If the Insured is alive on the Maturity Date and the Reduced Paid-up Value is applicable, then the amount payable shall be equal to:

(110% of Basic Sum Assured) \* (Number of Regular Premiums paid / Number of Regular Premiums payable for the Premium Payment Term) – Guaranteed Survival Benefits already paid under the Policy.

- c. No Guaranteed Survival Benefits shall become due or shall be payable after the Policy has been converted into a Policy with Reduced Paid-up Value.

If the Policy has been converted into a Policy with Reduced Paid-up Value, then You may surrender the Policy in accordance with the surrender provisions in Part D.

### 3.4.6 Premium mode loading / Modal Factors

If the Policy Owner chooses 'Yearly' or 'Half-Yearly' premium payment mode, the following discount is applied on the Tabular Premium Rate:

Premium Paying Mode	Discount on Tabular Premium Rate
Yearly	3%
Half-Yearly	1.50%
All other modes	Nil

### 3.4.7 High Sum Assured Discount

You will be eligible for a premium discount in case of opting high Sum Assured as below. This is applied after allowing the rebate (s) applicable on Tabular Premium Rate

Premium Discount (Rs.)	SA band
Nil	2.50 lacs <= SA < 10 lacs
2 per 1000 SA	10 lacs <= SA < 25 lacs
4 per 1000 SA	SA >= 25 lacs

## 4. Part – D

### **Policy Servicing Conditions**

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

#### **4.1 Free Look Period**

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

#### **4.2 Procedure for Revival of a Lapsed / Reduced Paid-up Policy**

A Policy that has lapsed or that has been converted to a Policy with Reduced Paid-up Value in accordance with Part C may be revived during the Revival Period by giving Us written notice to revive the Policy, provided that:

- (a) Satisfactory evidence of insurability of the Insured in accordance with Our board approved underwriting policy is provided to Us at Your expense. We may charge extra premium for the continuance of the Policy in accordance with Our board approved underwriting policy;
- (b) The due Regular Premium and interest at the rate specified by Us is paid to Us in full. We may change the applicable interest rate from time to time with the approval of the IRDA of India.
- (c) The Revival Fee specified in Part E is received by Us;

#### **4.3 Loan**

- (a) After the policy has acquired Surrender Value, and if the Policy is in force, then We may in Our sole and absolute discretion permit You to take a loan under the Policy provided that:
  - (i) The Policy has not been converted to a Policy with Reduced Paid-up Value;
  - (ii) The proposed loan amount does not exceed 90% of the Special Surrender Value at the end of the current Policy Year less any unpaid Regular Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
  - (iii) The Policy is assigned to Us absolutely and without any conditions. It is understood and agreed that, subject to the provisions of Section 38 and 39 of the Insurance Act 1938, as amended from time to time, this assignment will cancel all nominations and other assignments in force at the time, to the extent of the outstanding loan and interest.
- (b) If a loan is granted to You, then it is agreed and understood that:
  - (i) You shall re-pay the loan in the manner and in the amounts specified by Us at the time of disbursement of the loan;
  - (ii) We shall charge interest on the loan amount granted at such rates of interest prevailing at the time of disbursement of the loan. The rate of interest on such loan amount shall be prescribed by the Company from time to time. The Company charges 12% interest rate on Policy loan.

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- (iii) Interest on the loan is due at the end of each Policy Year. If the interest amount is not received in full within 30 days of it becoming due, the interest amount will be added to the loan principal amount. The revised loan principal amount (as on the due date of the interest amount) will bear interest at the same rate as the original loan principal;
- (iv) You may take any additional loan under the Policy in accordance with this provision provided that the proposed loan amount and the existing loan principal cumulatively do not exceed 90% of the Special Surrender Value at the end of the current Policy Year less any unpaid Regular Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
- (v) If the life assured dies before all outstanding loan amounts have been received by Us, then We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Death Benefit payable under the Policy.

### 4.4 Surrender

You may surrender the Policy if all due Regular Premium for at least three consecutive policy years have been paid in full. We will pay a Surrender Value which is equal to the higher of the Guaranteed Surrender Value or Special Surrender Value which are calculated as below.

#### 4.4.1 Guaranteed Surrender Value:

Guaranteed Surrender Value is equal to

- o 30% of the total Regular Premiums (excluding any extra premium and tax) received excluding any Guaranteed Survival Benefits already paid if surrendered between the third Policy Year and fourth Policy Year of Policy, both inclusive
- o 50% of the total Regular Premiums (excluding any extra premium and tax) received less any Guaranteed Survival Benefits already paid if surrendered between the fourth Policy Year and seventh Policy Year of Policy, both inclusive
- o 70% of the total Regular Premiums (excluding any extra premium and tax) received less any Guaranteed Survival Benefits already paid if surrendered in the eighth Policy Year
- o 90% of the total Regular Premiums (excluding any extra premium and tax) received less any Guaranteed Survival Benefits already paid if surrendered during the last two Policy Years.

The Guaranteed Surrender Value payable will be subject to any statutory or any other restrictions / requirements as may be applicable from time to time.

#### 4.4.2 Special Surrender Value

Special Surrender Value is the surrender value specified by Us on receipt of a request for surrender and shall be calculated as follows:

Surrender Value Factors (as determined by Us from time to time in Our sole discretion) \* {(110% of Basic Assured) \* (Number of Regular Premiums paid/Number of Regular Premiums payable for the Policy Payment Term) - all Guaranteed Survival Benefits already paid in accordance with Part C}.

- (a) The Special Surrender Value depends on prevailing market conditions and is not guaranteed, but it shall at no point be less than the Guaranteed Surrender Value.

### 4.5 Claims Procedure

1. We will not be obliged to make any payment of the Death Benefit unless and until We have received all of the information

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and documentation We request, including but not limited to:

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

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

- (a) The Policy document.
- (b) The claim form prescribed by Us, duly completed;
- (c) The discharge voucher prescribed by Us, duly completed

**3. Termination of the Policy**

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

- (a) The date of payment of surrender value.
- (b) At the expiry of revival period, when the Policy has not been revived and provided the said Policy has not acquired any Reduced Paid-Up Value in accordance with Part C.
- (c) On Our payment of the Death Benefit, Surrender or Maturity Benefit, whichever applicable.

## 5. Part - E

### 5.1 Policy Charges

The following fees/charges are applicable under this **Policy**:

1. Alteration Charges: This charge is payable for each request that You make to Us to change the applicable frequency for payment of the Regular Premium under the Policy in accordance with the Premium Payment Conditions in Part C. The Alteration Charges presently are Rs.100 for each request. This charge is subject to change with the approval of the IRDA of India.
2. Revival Fee: This fee is payable for each request that You make to Us to revive a lapsed/Reduced Paid-up Policy in accordance with the revival provisions in Part D. The Revival Fee is presently Rs.250 for each request. This fee is subject to change with the approval of the IRDA of India.

SAMPLE



## 6. Part F

### **General Terms & Conditions**

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

If You wish to change the Nominee, assign the Policy or update Your/Nominee's address or other contact details in Our records, You should do so only through the forms prescribed by Us for these purposes. These forms are available at Our offices or may be obtained from Your financial advisor.

#### **6.1 Nomination**

Nomination shall be in accordance with provisions of Section 39 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 39 is enclosed as Annexure A to this Policy for your reference. Nomination of this Policy is not applicable if the Policy has been executed under Section 6 of the Married Women's Property Act 1874

#### **6.2 Assignment**

Assignment shall be in accordance with provisions of Section 38 of the Insurance Act 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 38 is enclosed as Annexure A to this Policy for your reference. Assignment of this Policy is not applicable if the Policy has been executed under Section 6 of the Married Women's Property Act 1874

#### **6.3 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 or recover taxes including Goods & Services Tax and other levies as applicable at such rates as notified by the government or such other body authorized by the government from time to time. Tax laws are subject to change.

#### **6.4 Currency & Place of Payment**

All amounts payable either to or by Us will be paid in the currency shown in the Schedule

#### **6.5 Fraud, Misrepresentation and Forfeiture**

Fraud, Misrepresentation and Forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure A for your reference.

#### **6.6 Proof of Age**

- (a) 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:
  - (i) If the actual age proves to be higher than what is stated in the Application, the Basic Sum Assured will be adjusted to that which would have been purchased by the amount of premium paid, had the age been correctly stated. The Policy will continue to be in force;

## PNB MetLife Money Back Plan

- (ii) If the actual age proves to be lower than what is stated in the Application, the premium paid in excess will be refunded to You without interest or may be adjusted towards future premium at Our sole discretion. The Policy will continue to be in force.
- (b) If the Insured's actual age is such that it would have made him/her ineligible for the insurance cover stated in the Policy, We reserve the right at Our sole discretion to take such action as may be deemed appropriate including cancellation of the Policy upon payment of the Surrender Value.

### 6.7 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. Upon the issue of a duplicate Policy, the original will cease to have any legal force or effect.

### 6.8 Travel, Residence & Occupation

This Policy does not impose any restrictions as to travel, residence or occupation.

### 6.9 Governing Law & Jurisdiction

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

### 6.10 Our Address for Communications

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

**PNB MetLife India Insurance 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](http://www.pnbmetlife.com),

**Email:** [indiaservice@pnbmetlife.co.in](mailto: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

## 7. Part G

### **Grievance Redressal Mechanism & Ombudsman details**

#### **7.1 Grievance Redressal Mechanism**

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

**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](http://www.pnbmetlife.com),

**Email:** [indiaservice@pnbmetlife.co.in](mailto: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

Please address Your queries or complaints to Our customer services department, and Your grievances to Our 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 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.

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 IRDA of India by any of the following means for resolution:

**IRDA of India Grievance Call Centre (IGCC)**

**Toll Free No.: 155255**

You can register your complaint online at <http://www.igms.irda.gov.in>

You can write or fax your complaints to

**Consumer Affairs Department**

**Insurance Regulatory and Development Authority of India**

**9<sup>th</sup> Floor, United India Towers, Basheerbagh, Hyderabad – 500 029, Andhra Pradesh**

**Fax No.: +91-40- 6678 9768**

**E-mail ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)**

In case You are not satisfied with Our decision/resolution, You may approach the insurance ombudsman at the address in the list of ombudsman below, 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; or
- (d) Non-receipt of Your Policy Document.

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The complaint should be made in writing duly signed by the You, Nominee or by Your legal heirs with full details of the complaint and the contact information of complainant

As per Rule 13(3) of the Redress of Public Grievances Rules 1998, the complaint to the insurance 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; and
- (c) If it is not simultaneously under any litigation.

### List of Insurance Ombudsman

CONTACT LOCATION	CONTACT DETAILS	JURISDICTION
<b>AHMEDABAD</b>	2nd floor, Ambica House, Near C.U. Shah College, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546840 , 27545441. Fax:- 079-27546142 Email:- <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	State of Gujarat, Union Territories of Dadra & Nagar Haveli and Daman and Diu.
<b>BENGALURU</b>	19/19, Jeevan Soudha Building, Ground Floor 24 <sup>th</sup> Main, J.P. Nagar First Phase, Bengaluru- 560 025 Tel.:- 080 – 26652049/26652048 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	State of Karnataka.
<b>BHOPAL</b>	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, Bhopal – 462 003. Tel.:- 0755-2769201/202. Fax:- 0755-2769203 Email:- <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	States of Madhya Pradesh and Chhattisgarh.
<b>BHUBANESHWAR</b>	62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596003/2596455. Fax:- 0674-2596429 Email:- <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	State of Orissa.
<b>CHANDIGARH</b>	S.C.O. No. 101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706468, 2773101. Fax:- 0172-2708274 Email:- <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union Territory of Chandigarh.
<b>CHENNAI</b>	Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai – 600 018. Tel.:- 044-24333668/24335284. Fax:- 044-24333664 Email:- <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	State of Tamil Nadu and Union Territory Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
<b>DELHI</b>	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23234057/23232037. Fax:- 011-23230858 Email:- <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	State of Delhi.
<b>KOCHI</b>	2 <sup>nd</sup> Floor, CC-27/2603, Pulinat Building, M.G. Road, Ernakulam, Kochi-682 015. Tel.:-0484-2358759, 2359338. Fax:- 0484-2359336 Email:- <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe – a part of Union Territory of Pondicherry
<b>GUWAHATI</b>	Jeevan Nivesh' Bldg., 5th Floor, Near. Pan bazar over bridge, S.S. Road, Guwahati – 781001. Tel.:- 0361-2132204/2132205. Fax:- 0361-2732937 Email:- <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b>	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122. Fax:- 040-23376599 Email:- <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	State of Andhra Pradesh, Telangana, Union Territory of Yanam which is a part of Territory of Pondicherry.
<b>JAIPUR</b>	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141 -2740363	State of Rajasthan.

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	Email:- <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>	
<b>KOLKATA</b>	Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124339/22124346. Fax : 033-22124341 Email:- <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.
<b>LUCKNOW</b>	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow- 226 001. Tel.:- 0522-2231330/1 Fax:- 0522-2231310 Email:- <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b>	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106552/6960. Fax:- 022-26106052 Email:- <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
<b>NOIDA</b>	Bhagwan Sahai Palace, 4 <sup>th</sup> Floor, Main Road, Naya Bans, Sector-15, G.B. Nagar, NOIDA-201301 Tel.:- 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PATNA</b>	Kalpana Arcade Building, 1 <sup>st</sup> Floor, Bazar Samiti Road, Bahadurpur, Patna- 800 006 Tel.: 0612- 2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>	States of Bihar and Jharkand
<b>PUNE</b>	3 <sup>rd</sup> Floor, Jeevan Darshan Bldg., N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 -32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	State of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## Annexure A

### Section 39, Nomination by policyholder

1. Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:
2. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
3. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment is to be laid down by the company.
4. Nomination can be made at any time before the maturity of the policy.
5. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the company and can be registered by the company in the records relating to the policy.
6. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
7. A notice in writing of Change or Cancellation of nomination must be delivered to the company for the company to be liable to such nominee. Otherwise, company will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the company.
8. Fee to be paid to the company for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
9. On receipt of notice with fee, the company should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
10. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the company or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will not get cancelled to the extent of company's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
11. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
12. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
13. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
14. Where the policyholder whose life is insured nominates his
  - parents or
  - spouse or
  - children or
  - spouse and children
  - or any of them

the nominees are beneficially entitled to the amount payable by the company to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).

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.]

### 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.

[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.]

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

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

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

For this, the company should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the company or to induce the company to issue a life insurance policy:
  - The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - The active concealment of a fact by the insured having knowledge or belief of the fact;
  - Any other act fitted to deceive; and
  - Any such act or omission as the law specifically declares to be fraudulent.
4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
5. No Company shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the company. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the company should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation. However, the payment will be as per IRDAI direction/Regulation/Circular from time to time.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the company. The onus is on company to show that if the company had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The company can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[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.