

**Part A**

**YOUR WELCOME LETTER**

[Name of the group policyholder]  
[Address]

Date :dd-mm-yyyy

<Policy No> <Sourcing Branch>

Dear [x], (Client ID: XXXXXX)

Welcome to the PNB MetLife family! At PNB MetLife, it has always been our endeavor to provide you with the best in class service; while guaranteeing complete peace of mind.

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

Group Policyholder	[x]	Type of Group	Employer-Employee
Group Policy Number	<group policy no>	Insured Members	Employees of [x]
Name of the Plan	<MetLife Traditional Employee Benefits Plan>	Contribution Received	Rs. XXXXX.XX
Policy Term	[Annually renewable]	Premium Received*	Rs. YYYYYY

**Free look Provision:** Please go through the terms and conditions of your Group 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 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 information on the tax benefits that may apply to your insurance plan, please consult with your tax advisor. Please note that tax benefits are subject to change.

If you should have any queries or require any clarifications in relation to the group policy, please do not hesitate to contact us on our toll free number [x] or email us at [x] or visit our nearest office. In the alternative, you may also log on to [www.pnbmetlife.com](http://www.pnbmetlife.com) with your Client ID specified above and your chosen password will be provided to you after successful registration.

Please find below the details of the agent/corporate agent/insurance broker who has sourced your group policy:

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

Wishing you a healthy, secured and a prosperous life.

Yours Sincerely,  
PNB MetLife India Insurance Co. Ltd.

**Shiva Kumar Nagaraj**  
**Deputy Director (Operations)**

Stamp Duty of Rs. XXX (Amount in words) paid to Karnataka Government through consolidated Stamp Duty via Challan No. XXXXXXXX dated XX/XX/XXXX

In case of any queries / concerns, You can reach Us at:			
Call us at <b>1800-425-6969</b> (Toll Free) Or <b>91-80-2650-2244</b> (8 am – 8 pm)	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. <b>Register online</b> using your <b>Customer ID &amp; Policy No.</b>	Visit your nearest <b>PNB MetLife Office</b> . Our address details are available on <a href="http://www.pnbmetlife.com">www.pnbmetlife.com</a>

\* Premium received is inclusive of Service Tax and cess.

Date of Filing:[x]  
Modified Date:[x]  
Final Policy documents Date:[x]

**Part A**

**GROUP POLICY PREAMBLE**

**[MetLife Traditional Employee Benefits Plan]**

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

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

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

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

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

**GROUP POLICY SCHEDULE**

<b>Name of the Plan</b>	[MetLife Traditional Employee Benefits Plan]
<b>Nature of the Plan</b>	[Non-linked, fund based variable insurance plan]
<b>UIN</b>	[117N085V01]

<b>Group Policy number</b>	<b>Date of issue</b>	<b>Issuing office</b>
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**1. Details of the Group Policyholder**

Name of the Group  
 Policyholder

**2. Group Policy Details**

Employer	
Scheme	
Effective Date of Group Policy	
Annual Renewal Date	
Policy Term	
Sum Assured per Insured Member	Rs.1000
Policy currency	

**3. Details of Agent/Corporate Agent/Intermediary**

Name	
License number	
Phone number	
Address	
Email address	

**4. Contribution/Premium Details**

Contribution Amount received	Rs. XXXXX.XX
Contribution frequency	
Premium Amount Received*	RS. YYYY

- Contribution rates are subject to change in accordance with the terms and conditions of the Policy.
- Premium is inclusive of service tax and cess.

**5. Insured Member Details  
Per the Scheme Rules/Trust Deed**

On examination of the Group Policy, if You notice any mistake, the Policy document must be returned to Us for correction.

## **Part B**

### **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 the age as of last birthday.
2. **Annual Renewal Date** means the date on which the **Group Policy** is due for renewal as stated in the **Group Policy Schedule**.
3. **Bulk Exit shall** means such exit as defined in the Scheme rules where the total amount on exit due to any event (other than death), in a given Policy year, including the current amount on exit exceeds 25% of the total **Fund Value** at the beginning of the respective **Financial Year**.
4. **Contribution** means the amount as determined through actuarial valuation and is payable by the Policyholder to Us by the Annual renewal date.
5. **Effective Date of Coverage** means the date of commencement of risk under this **Group Policy** in accordance with the **Scheme Rules**.
6. **Effective Date of Group Policy** means the date on which the **Group Policy** comes into effect and is as specified in the **Group Policy Schedule**.
7. **Eligible Member** means a person who meets and continues to meet all the eligibility criteria specified in the **Scheme Rules/Trust Deed**.
8. **Employer** means the person or entity named in the **Group Policy Schedule**.
9. **Financial Year** means the financial year followed by **Us**.
10. **Fund** means the summary of all **Contributions** received during a **Financial Year** and adjusted for any payout made from this **Fund** subsequently and interest credited from time to time. Each tranche of **Contribution** received during each quarter of the **Financial Year** will be tracked separately within the **Fund** for the purpose of crediting interest to the **Fund**.
11. **Fund Value** means the amount standing to the credit of each **Fund**. Such amount is the sum of all **Contributions** received during a **Financial Year** along with credited interest, if any and adjusted for any payouts made till date, if any from that particular year's **Contributions**.
12. **Group Policy** means this document, the **Group Policy Schedule**, the **Application** and any annexures or tables attached to the **Group Policy** or the **Group Policy Schedule**.
13. **Group Policy Schedule** means the policy schedule set out above that **We** have issued, along with any annexures, tables and/or endorsements, attached to it from time to time.
14. **IRDA of India** means the Insurance Regulatory and Development Authority of India.
15. **Insured Member** means an **Eligible Member** who is an employee of the **Employer**.

**Part B**

16. **Market Value Adjustment** shall mean the ratio, at any point of time, of the unrealized loss in the market value of the underlying assets to the value of the underlying assets valued according to the IRDA of India (Preparation of Financial Statement) Regulation 2000 as applicable to the non- linked funds.
17. **Nominee** means the person last nominated by an **Insured Member** (as recorded by **You** and informed by **You** to **Us**) to receive the benefits under this **Group Policy** in the event of the **Insured Member's** death while being covered under this **Group Policy**..
18. **Policy Account** means the single account maintained by the Company under this Policy to manage the investment of all the Members on pooled basis
19. **Premium** means the payment of one of the regular periodic payments that **You** pay or agree to pay to **Us** for effecting or continuing the coverage under this **Group Policy** as stated in the **Group Policy Schedule**
20. **Rider** means the rider terms and conditions that are attached to and form a part of the **Group Policy**. The **Group Policy Schedule** will specify if any **Riders** are available and in force under the **Group Policy**.
21. **Scheme** means the **Employer's** Gratuity or Leave Encashment Scheme which is to be administered under this **Group Policy** and is set out in the **Group Policy Schedule**.
22. **Scheme Rules** means the **Employer's** Gratuity or Leave Encashment Scheme Rules which are filed with **Us** before the **Effective Date of the Group Policy** or as amended from time to time.
23. **Sum Assured** means the amount that **We** promise to pay upon the death of an **Insured Member** covered under this **Group Policy**.
24. **Trust Deed** means the deed governing the **Employer's** Trust which is established to administer the **Scheme**.
25. **We, Us** or **Our** means PNB MetLife India Insurance Company Limited.  
  
**You** or **Your** means the **Group Policyholder** named in the **Group Policy Schedule**.

**Part C****POLICY FEATURES, BENEFITS & CONTRIBUTION PAYMENT CONDITIONS****1. Policy Features**

- 1.1. MetLife Traditional Employee Benefits Plan is a fund based, group non-linked variable insurance product which offers a comprehensive solution for employers to outsource the administration of their Leave Encashment & Gratuity fund to **Us**. Interest on this **Fund** will be credited by **Us** on a regular basis in the manner described below.
- 1.2. The **Contributions** received will be placed into a single **Fund** and the further **Contribution** received in each quarter of the **Financial Year** will be tracked separately through **Our** in-house mechanism.
- 1.3. **Crediting Interest to the Fund:**
- (a) The interest rate applicable for a quarter would be declared (as a rate p.a) by **Us** at the beginning of each quarter in each **Financial Year** depending on the prevailing yields provided that the interest rate declared by **Us** will not be less than the minimum guaranteed floor interest rate of 2%pa or such minimum guaranteed interest rate which is specified by the **IRDA of India** from time to time. Once an interest rate has been declared, that rate will remain valid for the quarter of the **Financial Year** in which it has been declared and will apply to the **Fund Value** as well as the **Contributions** received in that quarter which are placed in the **Fund**.
- (b) The invested assets will be earmarked separately and the policy account value of the **Group Policy** will be disclosed by **Us** on daily basis on **Our** website under an assigned identification number "SAIN".
- (c) Non-zero positive additional interest rate will be credited at the end of each quarter of the **Financial Year**. The additional interest rate would be the last weighted interest declared by Our Investment Team less the floor interest rate less 40 basis points as Fund Management Charges. Details of charges are set out separately in Part D.

**Illustrative Description:**

The **Fund** at the beginning of the quarter of the **Financial Year** is W1. The yield on W1 is m%.

The new money expected in the quarter of the **Financial Year** under consideration is say W2. The expected yield provided by **Our** investment department would be n%.

The weighted interest rate expected would be  $w\% = (W1*m\% + W2*n\%) / (W1 + W2)$

The weighted interest w% will further be adjusted by deducting the guaranteed floor rate (i.e.2%p.a) and 0.40% (Charges) and used in the following formula. x%, y% and z% defined below represent similar adjusted weighted interest rate for the subsequent quarters.

Then, the amount available at the end of 1st quarter of the **Financial Year** shall be  $Q1 = P1 * (1 + a/4) * (1 + w/4)$

At the end of second quarter  $Q2 = (Q1 + P2) * (1 + a/4) * (1 + x/4)$

At the end of third quarter  $Q3 = (Q2 + P3) * (1 + a/4) * (1 + y/4)$

At the end of fourth quarter (i.e. at the end of one year term)  $Q4 = (Q3 + P4) * (1 + a/4) * (1 + z/4)$ .

If **Contributions** are received during the quarter of the **Financial Year**, the interest credit will be on pro-rata basis for that quarter. The formula then becomes  $Q_i = Q_{(i-1)} * (1 + a/4) * (1 + x/4) + P_i * (1 + t/90 * a/4) * (1 + t/90 * x/4)$  where t = number of days from date of receipt to the end of that quarter of the **Financial Year** and w, x, y and z are adjusted for the floor rate and Fund Management Charges as explained above.

## **Part C**

- (d) Non-zero positive residual additions, if any, at the end of the **Financial Year**, shall be credited to the **Policy Account** determined as:

Gross Investment Yield earned in the shadow account at the end of each **Policy Year** less

Actual yield earned in the **Policy Account** value, at the end of each **Policy Year** less

Yield referred in the reduction in yield at that duration as stipulated in Regulation 37 of IRDA of India (Linked Insurance Products) Regulations, 2013

For this purpose, the yield earned on each of the **Policy Account** shall be calculated using the money weighted rate of return method at the end of each **Policy Year**.

### **2. Policy Benefits:**

- 2.1. If an **Insured Member** ceases to be an **Insured Member** of the **Scheme** for any one of the reasons specified in the **Scheme Rules/Trust Deed**, the accrued benefit amount specified/calculated in accordance with the **Scheme Rules/Trust Deed** will be payable by **Us** to **You**, provided that the **Fund Value** on the date that the payment becomes due is sufficient for the payment to be made. If the **Fund Value** is not sufficient to pay the accrued benefit amount, **You** shall bear the shortfall entirely. If the accrued benefit amounts payable in any **Policy Year** before completing three full policy years from the date of commencement of the scheme exceeds 25% of the total **Fund Value (Bulk Exits)** at the beginning of that **Financial Year**, then the amount in excess of 25% of the total **Fund Value** will be subject to the application of **Market Value Adjustments**.

### **2.2. Market Value Adjustment (MVA)**

If the Bulk exit qualifies for MVA, the Market Value Adjustment will be calculated as given below:

- i) The market value of the underlying asset will be ascertained on the date of calculation
- ii) The difference between the Policy Account Value and the market value will be calculated.
- iii) If the above difference is positive than the Market Value Adjustment = 1-(the difference in sub section (ii) above/Policy Account Value), else the Market Value Adjustment shall be zero.

- 2.3. If an **Insured Member** ceases to be an **Insured Member** of the **Scheme** due to his/her death, the accrued benefit amount specified in the **Scheme Rules/Trust Deed** will be payable by **Us** to the **Nominee**, provided that the **Fund Value** on the date that the payment becomes due is sufficient for the payment to be made. If the **Fund Value** is not sufficient to pay the accrued benefit amount, **You** shall bear the shortfall entirely.

In addition to the accrued benefit amount the risk cover benefit of Rs.1000 will be payable by **Us** to the **Nominee** as death benefit.

- 2.4. **We** will provide an annual statement of the **Policy Account** containing details of the **Contributions** made, the Policy Benefits paid out, interest credited to the **Fund** and to **Fund Value**, to **You** free of charge.

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

### **3. Contribution Payment Conditions**

- 3.1. **You** shall determine the amount of **Contribution** payable as at the **Effective Date of the Group Policy** and at each subsequent **Annual Renewal Date** on the basis of an independent actuarial valuation certificate as per AS15 (revised).
- 3.2. **You** shall pay all **Contributions** in respect of all **Insured Members** in full and at the regular intervals specified in the **Group Policy Schedule** and, in respect of **Insured Members** added to the **Group Policy** after the last due **Contribution**

## **Part C**

has been received, **Contribution** for such **Insured Members** shall be paid along with the addition of the **Insured Member** under the **Group Policy**.

- 3.3 We shall not accept **Contributions** from anyone other than **You**. The **Contribution** toward the **Fund** is payable in any mode and any installment. All amounts payable to **Us** shall be in Indian Rupees and payable at **Our** Head Office, regional office or any other designated office.
4. **Surrender**
- 4.1. No partial surrender of the **Group Policy** shall be allowed.
- 4.2. If the **Group Policy** is completely withdrawn before completion of three full policy years from the Date of Commencement, **We** will pay a Surrender Value which is equal to the **Fund Value** after deducting the Surrender Charge calculated in accordance with Part E and the **Market Value Adjustment**.
- 4.3. If the **Group Policy** is surrendered after the commencement of the 4<sup>th</sup> **Policy Year**, **We** will pay a Surrender Value which is equal to the **Fund Value**.
- 4.4. In exceptional circumstances, **We** may defer the surrender of the **Group Policy** for a period not exceeding six months from the date of application, subject to prior approval from **IRDA of India**. Exceptional circumstances are:
- a) When, as a result of political, economic, monetary or any circumstances that are out of **Our** control, the disposal of high volume of investments is not reasonable or reasonably not practicable without being detrimental to the remaining group policyholders who have invested in the Fund.
  - b) During periods of extreme volatility of markets, when surrenders would, in **Our** opinion, be detrimental to the interest of the existing group policyholders.
  - c) In case of natural calamities, strikes, war, civil unrest, riots and bandhs.
  - d) In the event of any force majeure or disaster that affects **Our** normal functioning;
5. **Scheme Renewal**
- 5.1 The Scheme shall be automatically renewed on every single Policy Anniversary. There are no prescribed timelines for the payment of contributions and the Scheme will continue as long as there is adequate Fund to recover charges and settle Policy claims.

We will intimate, 30 days in advance, in case the Fund Value does not have sufficient Funds. In case the Group Policyholder fails to pay the sufficient Contribution as advised by the independent actuary and if the balance available in the Fund turns out to be zero due to settlement of benefits upon exit of Members from the Scheme the Scheme will be terminated.



## **Part D**

### **GROUP POLICY SERVICING CONDITIONS**

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

#### **1. Free Look Period**

- 1.1. You have a period of 15 days from the date of receipt of the **Group Policy** to review the terms and conditions of this **Group Policy**. If You have any objections to the terms and conditions, You may cancel the **Group Policy** by giving written notice to **Us** stating its reasons for objection and You will be entitled to a refund of the **Contribution(s)** and **Mortality Charges** received subject to a deduction of stamp duty charges and proportionate charges for the period on cover. All rights under this **Group Policy** shall immediately stand extinguished at the cancellation of the **Group Policy**.

#### **2. Group Policy Renewal**

- 2.1. This **Group Policy** shall be renewed on mutually agreed terms, on the **Annual Renewal Date**.
- 2.2. If You decide to renew the **Group Policy** with **Us**, You shall communicate the decision to **Us** in writing before the **Annual Renewal Date** and You shall make the payment towards applicable renewal **Contribution** on the **Annual Renewal Date**.

#### **3. New Members Addition**

After the **Effective Date of the Group Policy** or the **Annual Renewal Date**, an **Eligible Member** shall become an **Insured Member** in accordance with the terms of the **Trust Deed/Scheme Rules**

#### **4. Non-assignment of Benefits**

The benefits payable hereunder are strictly personal and cannot be assigned, charged or alienated in any way by **You**, the **Employer**, the **Insured Members** or the **Nominees** or any other persons.

#### **5. Loan**

Loans are not available under this **Group Policy**.

#### **6. Claims Procedure**

- 6.1. You shall give **Us** written notice of the event giving rise to a claim within 30 of the event along with all the following information and documentation and any other information or documentation that **We** may request:
- a) **Our** claim form duly completed;
  - b) The **Employer's** certification of the accrued benefit amount payable in respect of the **Insured Member** in accordance with the **Scheme Rules/Trust Deed**;
  - c) Evidence of **Age** of the **Insured Member**;
  - d) Duly completed **Employer's** declaration form signed by the **Employer** or a trustee named in the **Trust Deed**;
  - e) The official death certificate issued by a competent governmental authority (for death claims only).
  - f) Any additional document(s) as required by **Us**.

## **Part D**

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

### **7. Provision of Information**

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

### **8. Termination of the Group Policy**

8.1. The **Group Policy** shall be terminated on the earlier of the following:

- a) The date of surrender of the **Group Policy**;
- b) The **Fund Value** becoming zero due to settlement of Policy Benefits upon the exit of **Insured Members** from the **Scheme**.

**Part E****POLICY CHARGES****1. Mortality Charge:**

In addition to the **Contribution** payable under this **Group Policy**, a Mortality Charge of Rs. 1.35 per annum per **Insured Member** would be charged on an annual basis

**2. Fund Management Charge:**

A Fund Management Charge equivalent to 0.40% p.a would be levied. This charge would be adjusted in the expected investment yield before declaration of quarterly rate of interest.

**3. Surrender Request:**

In case of complete withdrawal, a Surrender Charge of 0.05% of the **Fund Value** subject to maximum of Rs. 5 lakhs would be levied if the **Group Policy** is surrendered before the commencement of the 4<sup>th</sup> **Policy Year**. There is no surrender charge after the third renewal of the **Group Policy**.

**4. Notices:**

Any notice, request direction or instructions given to Us, under this Group Policy, shall be in writing and delivered by hand, post, facsimile or from registered electronic mail ID to:

PNB 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@pnbmetlife.co.in / Web: www.pnbmetlife.co.in

Similarly, any notice, direction or instruction to be given by Us, under the Group Policy shall be in writing and delivered by hand, post, courier, facsimile or registered electronic mail ID to the updated address in the records of the Company.

**You** are requested to communicate any change in address, immediately, to enable us to serve you promptly.

**GENERAL TERMS & CONDITIONS****Part - F**

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

**1. Modifications to the Group Policy**

**We** may change these terms and conditions or the benefits conferred by this **Group Policy** if there is a change in law, legislation or taxation affecting **Us** or the **Group Policy**, or if there is a change in circumstances which makes it impossible or impracticable for **Us** to follow these terms and conditions. Changes will be made with the prior approval of the **IRDA of India**. **We** will send **You** notice of any changes to these terms and conditions or benefits within 3 months from the date of effecting the change with the prior approval of the **IRDA of India**. If **You** do not agree with the change and do not give **Us** written notice of **Your** disagreement within three months of **Our** notice of the change, **You** shall be deemed to have accepted the change. If **We** receive notice of **Your** objection within three months of the **Our** notice of the change, **You** may surrender the **Group Policy**.

**2. Taxation**

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

**3. Governing laws and jurisdiction**

The terms and conditions of the **Group 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 **Group Policy** shall be subject to the sole and exclusive jurisdiction of the Indian courts.

**4. Section 45 of the Insurance Act 1938**

1. No policy of life insurance shall be called in question on any ground whatsoever after the expiry of three years from the date of the policy i.e. from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, which ever is later.
2. A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground of fraud; provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured, the grounds and materials on which such decision is based. For the purposes of this sub-section, the expression 'fraud' means any of the following acts committed by the insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. the suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.

Mere silence as to facts likely to affect the assessment of risk by the insurer is not fraud, unless the circumstances of the case are such that regard being had to them, it is the duty of the insured or his agent, keeping silence to speak, or unless his silence is, in itself, equivalent to speak.

3. Notwithstanding anything contained in sub section 2, no insurer shall repudiate a life insurance policy on the ground of fraud if the insured can prove that the misstatement of or suppression of a material fact was true to the best of his knowledge and belief or that there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of a material fact are within the knowledge of the insurer; provided that in case of fraud, the onus of disproving lies upon the beneficiaries, in case the policyholder is not alive. A person who solicits and negotiates a contract of insurance shall be deemed for the purpose of the formation of the contract, to be the agent of the insurer.
4. A policy of life insurance may be called in question at any time within three years from the date of issuance of the policy or the date of commencement of risk or the date of revival of the policy or the date of the rider to the policy, whichever is later, on the ground that any statement of or suppression of a fact material to the expectancy of the life of the insured was incorrectly made in the proposal or other document on the basis of which the policy was issued or revived or rider issued; provided that the insurer shall have to communicate in writing to the insured or the legal representatives or nominees or assignees of the insured the grounds and materials on which such decision to repudiate the policy of life insurance is based. In case of repudiation of the policy on the ground of misstatement or suppression of a material fact, and not on ground of fraud, the premiums collected on the policy till date of repudiation shall be paid to the insured or the legal representatives or nominees or assignees of the insured within a period of ninety days from the date of such repudiation. The mis-statement of or suppression of fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer, the onus is on the insurer to show that had the insurer been aware of the said fact, no life insurance policy would have been issued to the insured.

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.

#### 5. Disclosure

This **Group Policy** has been issued on **Your** and the **Insured Member's** (wherever applicable) representations that **You** and the **Insured Member** have made full and accurate disclosures of all material facts and circumstances and have not misrepresented or suppressed any material facts or circumstances. If it comes to **Our** knowledge that **You** or the **Insured Member** has misrepresented or suppressed any material facts and circumstances **We** shall reserve the right at **Our** sole discretion to take such action, as it deems appropriate including the cancellation of the **Group Policy** or the cancellation of the risk cover in the case of an **Insured Member's** misrepresentation.

#### 6. Fraud

In case of Fraud / Misrepresentation by the Group Policyholder, the Group Policy will be cancelled immediately by refunding the policy account value subject to fraud or misrepresentation being proved as per Section 45 of the Insurance Act, 1938

In case of Fraud / Misrepresentation by the Group Member, his / her name will be deleted immediately by refunding the amount in his / her policy account subject to fraud or misrepresentation being proved as per Section 45 of the Insurance Act, 1938

**7. Address for communications**

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

PNB MetLife India Insurance Company Limited

Registered Office: 'Brigade Seshamahal'

5-Vani Vilas Road,

Basavanagudi, Bangalore – 560 004

**8. Loss of the Group Policy document**

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

## **Part G**

### **GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS**

#### **Grievance Redressal Mechanism**

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

**PNB 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@pnbmetlife.com](mailto:indiaservice@pnbmetlife.com)**  
**Web: [www.pnbmetlife.com](http://www.pnbmetlife.com)**

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 **Authority** 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 of the **Company**, **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 a dispute of a claim on legal construction of the **Policy**;
- (b) Delay in settlement of claim;

Date of Filing:[x]  
Modified Date:[x]  
Final Policy documents Date:[x]

- (c) Dispute with regard to premium; or  
 (d) Non-receipt of **Your Policy** document.

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 DETAILS	JURISDICTION
<b>AHMEDABAD</b> Sh. P.Ramamoorthy Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
<b>BENGALURU</b> <b>Shri. M. Parshad</b> Office of the Insurance Ombudsman, Jeevan Mangal Bldg., 2nd Floor, Behind Canara Mutual Bldgs., No.4, Residency Road, Bengaluru – 560 025. Tel.: 080 - 22222049 Email: <a href="mailto:insombudbng@gmail.com">insombudbng@gmail.com</a>	New Centre
<b>BHOPAL</b> Sh.Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- <a href="mailto:bimalokpalbhopal@gmail.com">bimalokpalbhopal@gmail.com</a>	States of Madhya Pradesh and Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461/2596455 Fax:- 0674-2596429 Email:- <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	State of Orissa.
<b>CHANDIGARH</b> Sh.Manik B.Sonawane	States of Punjab, Haryana, Himachal Pradesh, Jammu &

Date of Filing:[x]  
 Modified Date:[x]  
 Final Policy documents Date:[x]



Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861/6468 Fax:- 0172-2708274 Email:- <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Kashmir and Union territory of Chandigarh.
<b>CHENNAI</b> Sh. Virender Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333678/664/668 Fax:- 044-24333664 Email:- <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- <a href="mailto:jobdelrai@rediffmail.com">jobdelrai@rediffmail.com</a>	States of Delhi and Rajasthan.
<b>GUWAHATI</b> Sh.D.C.Choudhury Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361-2132204/2131307/2132205 Fax:- 0361-2732937 Email:- <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD</b> Sh. G.Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-23325325/23312122 Fax:- 040-23376599 Email:- <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
<b>Jaipur</b> <b>Shri. Ashok K. Jain</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - Fax: 0141 -	New Centre
<b>KOCHI</b> Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.

<p>Tel.:- 0484-2358734/759/9338  Fax:- 0484-2359336  Email:- <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a></p>	
<p><b>KOLKATA</b>  Office of the Insurance Ombudsman, Hindustan Bldg.  Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072.  TEL : 033-22124346/22124339  Fax : 033-22124341  Email:-<a href="mailto:insombudsmankolkata@gmail.com">insombudsmankolkata@gmail.com</a></p>	<p>States of West Bengal, Bihar,  Sikkim, Jharkhand and Union  Territories of Andaman and  Nicobar Islands.</p>
<p><b>LUCKNOW</b>  Office of the Insurance Ombudsman,  6th Floor, Jeevan Bhawan,  Phase-II, Nawal Kishore Road, Hazratganj,  Lucknow-226 001.  Tel.:- 0522-2201188/31330/1  Fax:- 0522-2231310  Email:-<a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a></p>	<p>States of Uttar Pradesh and  Uttaranchal.</p>
<p><b>MUMBAI</b>  Sh.A.K.Dasgupta  Office of the Insurance Ombudsman,  3rd Floor, Jeevan Seva Annexe,  S. V. Road, Santacruz (W),  Mumbai - 400 054.  Tel.:- 022-26106928/360/6552/6960  Fax:- 022-26106052  Email:- <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a></p>	<p>States of Maharashtra and  Goa.</p>
<p><b>Pune</b>  <b>Shri. A. K. Sahoo</b>  Office of the Insurance Ombudsman,  Jeevan Darshan Bldg., 2nd Floor,  C.T.S. No.s. 195 to 198,  N.C. Kelkar Road, Narayan Peth,  Pune – 411 030.  Tel.: 020 -  Fax: 020 -  Email:</p>	<p>New Centre</p>