



**PNB MetLife India Company Limited (formerly Known as MetLife India Insurance Company Limited)(Insurance Regulatory and Development Authority Life Insurance Registration No. 117) Registered Office: Brigade Seshamahal,5, Vani Villas Road, Basavanagudi, Bangalore – 560 004**

### Service Guidelines

#### Important Points to Remember:

Renewal Premium Payment	<ol style="list-style-type: none"> <li>1. For all Renewal Premium Payments(including Advance premium),the reference NAV date considered is the Payment Date or the Due Date of payment, which ever is later. The below mentioned points shall be applicable when the Payment Date is post the Premium Due Date.</li> <li>2. To get the same day's NAV pay your premium / Dump in / Top up premium before 1500 hours at your nearest PNB MetLife office. Outstation Cheques and Demand Draft payments would be given an NAV as on the date of clearance.</li> <li>3. When you pay dump in amounts, do indicate this in writing. If this is not indicated, the money would be treated as outlined in point number 16/Section 3 in the terms and conditions of your policy.In case there is a past due payment on your policy or the policy is lapsed,the payment would first be appropriated towards the past due payment or towards reinstating your policy,as the case may be.</li> <li>4. For local cheques / DD's payments sent through post, drop box, etc the NAV will depend on the date and time of receipt at PNB MetLife's Office.If received before 1500 hours on any day, the NAV would be that of the same valuation date. Outstation Cheques and Demand Draft payments would be given an NAV as on the date of clearance.</li> <li>5. Please pay your premium within the grace period (30 days from due date/15 days for policy with monthly frequency of payment ) to keep your policy in-force and continue enjoying the benefits &amp; privilege under the coverage.</li> </ol>
Frequency of premium payment	Can be changed on policy anniversary by giving a request in writing along with the policy document
Switch of Fund Options	Facility of switch between fund options is available immediately from the date of issue of your policy. This can be done by submitting the Fund Switch Request Form by 1500 hours to get the same day's Net Asset Value (or) the same facility is extended through Policy Information portal.
Withdrawal	Facility of withdrawing from the Policy Account is available after 5 years from the date of issue of the policy.This can be done by submitting the Withdrawal Request Form by 1500 hours to get the same day's NAV
Address Change	Address changes may be done anytime by giving us a request in writing.
Beneficiary Change	You may change/add a beneficiary to the policy by filling up the beneficiary change request form and submitting this to the nearest PNB MetLife office.
Assignment	To assign your policy to another person person/institution, please fill up our assignment deed in 2 original and submit along with the policy document.

1. All the above benefits/options are governed by the terms & conditions enclosed with the policy document.
2. Forms and assignment deed are downloadable from our website.
3. Please notify us in writing, within 14 days, in case of any discrepancy in your Policy Pack or Account Statement.

For any further details you may please get in touch with any of our servicing branch or call us at our toll free number listed below.

# MetLife®

*peace of mind. Guaranteed.*

MetLife India Insurance Company Limited. (Insurance Regulatory and Development Authority Life Insurance Registration No. 117) Registered Office: 'Brigade Seshamahal', 5, Vani Vilas Road, Basavanagudi, Bangalore - 560 004, [www.metlife.co.in](http://www.metlife.co.in), Fax: +91-80-4150 6969

## Terms & Conditions – Met Advantage Plus – Single Pay & Regular Pay

### 1. Owner of the Policy

The Owner of the Policy, subject to the provisions of section 2(2) of the Insurance Act, 1938, may or may not be the Insured. An owner other than Insured would be someone (either an Individual or a company) who is purchasing the Policy for the Insured.

### 2. Understanding this Policy

- ✓ "You" and "your" refer to the Owner of the Policy.
- ✓ "We", "us", "our" and "Company" refer to MetLife India Insurance Company Private Limited.
- ✓ "Insured" named in the Schedule is the person on whose death, or happening of any other insured event, the benefits as defined in the Schedule, subject to the terms and conditions of this Policy, will become payable.
- ✓ "Application" refers to the Proposal Form as defined under the Insurance Regulatory and Development Authority (Protection of Policyholders' Interest) Regulations 2001.
- ✓ "Schedule" refers to the schedule issued by the Company to evidence the Insurance Cover
- ✓ "Policy" means and includes this document with all its pages, the Application form for Insurance (proposal) made by the Policyholder, the schedule and any attached endorsements or supplements together with all the addendums.
- ✓ "Policy Anniversary Date" is one year from the Issue Date of the Policy and every date falling one year thereafter till the Date of Maturity.
- ✓ "Deferment Period" is that period during which the policy holder pays premiums in installments and after which the first annuity payment becomes payable.
- ✓ "Monthly Anniversary Date" is one month from the Issue Date of the Policy and every date falling one month thereafter till the Date of Maturity.
- ✓ "Regular/Single Premium" is the Base Premium payable by you in regular/single installments in amounts specified in the Schedule.
- ✓ "Top-up Premium" is the premium paid by you in the form of a single payment separately from and in addition to the required Regular Premium.
- ✓ "Net Premium" is defined as the Regular/Single/Top-up Premium paid less the respective Premium Allocation Charge.
- ✓ "Annualized Premium" refers to the One Full Year's Premium in case of Regular Premium policies and Single Premium divided by ten in case of Single Premium policies as in the Schedule.
- ✓ "Unit Linked Fund" refers to an Investment Programme established for the express purpose of this Insurance Cover and run according to terms stated under the Investment Unit Linked Fund Provision.
- ✓ "Unit" refers to a proportionate part of a Unit Linked Fund solely for the purpose of establishing the benefits under the .
- ✓ "Unit Account" is an individual account administered by the Company for a given policy and consisting of Units of individual Unit Linked Funds allocated in respect of Regular/Single Premium and any Top-up Premiums paid.
- ✓ "Net Asset Value" is the price at which the Company allocates/cancels Units in the Unit Linked Fund at each Valuation Date.
- ✓ "Fund Value" is the total number of Units held in the Unit Account multiplied by the Net Asset Value.
- ✓ "Valuation Date" is the date on which the assets to which the Unit Linked Fund is referenced are valued and the date on which the Unit Prices of Units are determined.
- ✓ "Net Amount At Risk" is defined as the Death Benefit Minus the Fund Value in the Unit Account.
- ✓ "Col" refers to the Cost of Insurance as attached with the Schedule.
- ✓ "Business day/Working Day" is the common working day of the Corporate Office of the Company (Monday – Friday)

### 3. The Contract

This Policy Document, Application and the Declaration are all part of this contract.

### 4. Beneficiary

The Beneficiary/Beneficiaries is/are the person or persons the Insured may nominate, to whom the insurance proceeds are payable upon death of the Insured. Where the owner of the Policy is different from the insured, nomination of a beneficiary is not permissible as per Section 39 of the Insurance Act, 1938.

The "Contingent Beneficiary" is the Person(s) named by the Insured to receive insurance proceeds in case the Beneficiary is not alive. A contingent Beneficiary/Beneficiaries may also be named by the Insured to become the Beneficiary/Beneficiaries if the Beneficiary/Beneficiaries die while the Insured is alive.

While the Insured is alive, the Insured may change any Beneficiary or contingent Beneficiary.

Where the Beneficiary is a minor, the Insured may appoint any person to receive the benefits payable during the minority of the beneficiary. If more than one Beneficiary are alive when the Insured dies, the benefits will become payable in equal shares unless you have chosen otherwise.

## **5. Unit Linked Funds**

There are seven Unit Linked Funds which have different risk-return profiles and different asset allocation patterns. Each Unit Linked Fund is referenced to separate and identifiable assets of the Company. The investment objectives and investment patterns associated with the different Unit Linked Funds are explained in the following sections:

### **(A) Preserver**

#### *Investment Objective*

To generate income at a level consistent with preservation of capital, through investments in securities issued or guaranteed by the Central or State Governments.

#### *Investment Pattern*

The investments shall be made in a mix of long term Government securities and Treasury Bills. Investments shall be made in both Central Government and/or State Government securities. To meet liquidity needs, a small portion of the investments shall be held in the form of money market instruments.

### **(B) Protector**

#### *Investment Objective*

To generate income at a level consistent with protection of capital by investing in high investment grade Fixed Income Securities.

#### *Investment Pattern*

This fund will primarily invest in a portfolio of bonds and other fixed income securities issued by the Government, Government Agencies and Corporate Issuers rated AA and above. To meet liquidity needs, a small portion of the investments will be held in the form of money market instruments.

### **(C) Moderator**

#### *Investment Objective*

To generate regular income by investing in high investment grade Fixed Income Securities and to generate capital appreciation by investing a limited portion in equities.

#### *Investment Pattern*

This fund will invest in a portfolio of high investment grade fixed income securities, government bonds, and infrastructure bonds and money market instruments with a limited exposure to equities to enhance returns. The limited exposure to equities will be with the objective of achieving capital appreciation. The Fund will target to invest 20% in blue chip constituent stocks of the Nifty 50 index. (In other words, the target mix between debt and equity securities underlying this fund will be 80:20.) The fund will invest in all equity sectors, thereby diversifying the risk and will be subject to the prudential and exposure norms stipulated by the regulatory framework.

### **(D) Balancer**

#### *Investment Objective*

To generate capital appreciation and current income, through a judicious mix of investments in Equities and Fixed Income Securities.

#### *Investment Pattern*

This fund will invest in a portfolio of listed equities and high investment grade fixed income securities, government bonds, infrastructure bonds and money market instruments. The fund intends to adopt a relatively balanced approach towards exposure to bonds and equities with the objective of achieving capital appreciation with reduced short-term volatility. The Fund will target to invest 50% in blue chip constituent stocks of the Nifty 50 index. (In other words, the target mix between debt and equity securities underlying this fund will be 50:50.) The fund will invest in all equity sectors, thereby diversifying the risk and will be subject to the prudential and exposure norms stipulated by the regulatory framework.

### **(E) Accelerator**

#### *Investment Objective*

To achieve capital appreciation by investing predominantly in equities, with limited investment in Fixed Income Securities

#### *Investment Pattern*

This fund will invest in listed equities and high investment grade fixed income securities, government bonds, and infrastructure bonds and money market instruments. The fund intends to adopt a relatively aggressive approach towards exposure to bonds and equities with the objective of achieving significant capital appreciation. The Fund will target to invest 80% in blue chip constituent stocks of the Nifty 50 index. (In other words, the target mix between debt and equity securities underlying this fund

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**Product UIN: 117L032V01**

will be 20:80.) The fund will invest in all equity sectors, thereby diversifying the risk and will be subject to the prudential and exposure norms stipulated by the regulatory framework.

**(F) Virtue**

*Investment Objective*

To generate long term capital appreciation by investing in diversified equities of companies promoting healthy lifestyle and enhancing quality of life.

*Investment Pattern*

The diversified pure equity fund is a long term growth fund. The Fund's primary objective is to have high capital appreciation through investment in equity and liquid money market investments in India. The fund will emphasize on wellbeing and a healthy life and invest in diversified equities of Companies. The Investments shall not be made in Banks, Financial Institutions and Companies operating in Gambling, Alcohol, Tobacco and Entertainment industries.

**(G) Multiplier**

*Investment Objective*

To maximise capital appreciation over the long term by investing in a diversified portfolio of Equities selected from S&P CNX Nifty Index.

*Investment Pattern*

The diversified pure equity fund is a long term growth fund. The fund's primary objective is to have high capital appreciation through investment in equity and money market instruments. The scrips would be selected from S&P CNX Nifty. The fund will invest in all equity sectors, thereby diversifying the risk and will not invest more than 10% of the funds in single scrip (subject to IRDA (Investment) Regulations in this regard).

The following table presents the minimum and maximum percentages of funds to be invested in different asset classes for the different Unit Linked Funds.

**Table A : Asset Allocation Patterns for the Different Unit Linked Funds: Caps & Floors**

Min - Max % of funds to be invested in	Unit Linked Funds						
	Preserver	Protector	Moderator	Balancer	Accelerator	Virtue	Multiplier
Government Securities (including Government guaranteed securities)	80%-100%	25%-90%	10%-60%	10%-60%	0%-50%	0%-0%	0%-0%
Infrastructure / Social Sector Securities	0%-0%	0%-60%	0%-60%	0%-60%	0%-60%	0%-0%	0%-0%
Other "Approved" Investments							
- Listed Equities	0%-0%	0%-0%	10%-30%	35%-65%	60%-95%	60%-100%	80%-100%
- Long Term Bonds	0%-0%	10%-60%	0%-60%	0%-60%	0%-60%	0%-0%	0%-0%
- Short Term Bonds	0%-0%	0%-45%	0%-35%	0%-35%	0%-35%	0%-0%	0%-0%
- Money Market Investments	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%	0%-40%

The actual asset allocations patterns under each of the Unit Linked Funds will be governed by the aforesaid caps and floors; the relevant provisions of the Insurance Act, 1938; the IRDA (Investment) Regulations prevailing from time to time; and subject to the investment objective of each of the funds. The company would rebalance on a periodic basis to ensure that the actual funds are within the above prescribed percentage ranges.

**6. Unit Allocations & Nominal Value**

The unit allocations would be rounded up to four decimal places. The nominal value of the Units is Rs.10 each.

**7. Valuation of the Unit Linked Funds**

The assets to which the Unit Linked Funds are referenced, will be valued every day and will be based on whether the company is net purchasing (Appropriation price) or net selling (Expropriation price) the assets in order to meet the day to day transactions.

The Appropriation price of a Unit Linked Fund will be determined by the Company and will be computed as: Market value of investment held by the fund plus the expenses incurred in the purchase of the assets plus the value of any current assets plus any accrued income net of fund management charges less the value of any current liabilities less provisions, if any.

The Expropriation price of a Unit Linked Fund will be determined by the Company and will be computed as: Market Value of investment held by the fund less the expenses incurred in the sale of the assets plus the value of any current assets plus any accrued income net of fund management charges less the value of any current liabilities less provisions, if any.

The Company will make all decisions about the selection and valuation of the assets to which a Unit Linked Fund is referenced subject to the Regulatory Guidelines in this regard.

#### **8. Calculation of Net Asset Values under a Unit Linked Fund**

The Net Asset Value would be calculated as:

(Market/Fair value of investments +/- Expenses incurred + Current Assets - Current Liabilities and Provisions – Fund Management Charge) / (Number of outstanding units under the relevant Unit Linked Fund)

The Net Asset Value would be rounded up to four decimal places. There would be not any difference between the prices at which the units are sold or bought.

#### **9. Risks Inherent in the Unit Linked Funds**

Due to the nature of the Unit Linked Funds, the Company does not guarantee the price of the Units of any of the Unit Linked Funds offered by it.

The Insured (and the Policyholder, if different) is aware that the investment in units is subject, interalia (amongst others), to the following risks:

- The investments in the Units are subject to market and other risks and there can be no guarantee that the objectives of any of the Unit Linked Funds will be achieved.
- The Value of the Units of each of the Unit Linked Fund can go up or down depending on the factors and forces affecting the financial markets from time to time including changes in the general level of interest rates.
- The past performance of the Unit Linked Fund(s) of the Company is not necessarily indicative of the future performance of any of these Unit Linked Funds.
- The Unit Linked Funds do not offer a guaranteed or assured return.
- The name of the Product does not in any way indicate the quality of the product, its future prospects or returns.
- The names of the Unit Linked Funds and their objectives do not in any manner indicate the quality of the fund, their future prospects or returns.
- All benefits payable under the Policy are subject to the tax laws and other legislations/regulations as they exist from time to time.

#### **10. Other Conditions Governing Unit Linked Funds**

##### Limitation of Interest:

The allocation of the Units to the Unit Account shall be notional and shall operate solely for the purpose of determining the value of benefits under the Policy.

The assets to which the Unit Linked Funds are referenced, and any income arising from these assets shall remain the property of the Company at all times. Accordingly, the Policy does not confer any title to or any beneficial interest in any assets of the Company, or to any income from these assets including, but not limited to, any assets to which any Unit Linked Fund is referenced or income therefrom.

##### Closure of an Existing Unit Linked Fund:

Although the above Unit Linked Funds are open ended, the Company may, with prior approval from the Insurance Regulatory and Development Authority close any of the above mentioned Unit Linked Funds. The Insured/Policyholder shall be given atleast four weeks prior written notice of the Company's intention to close any of the Unit Linked Fund. In such an event, the Owner needs to inform the Company his/her preferred Unit Linked Fund to which the Fund Value are to be switched before the Unit Linked Fund closure date. If the Owner doesn't inform before such date, the Company will switch the said Fund Value to the Unit Linked Fund available at that particular point of time available at that particular point of time with the highest proportion of Funds targeted for investments in Government Securities. Switching between the existing Unit Linked Funds will be subject to such conditions as mentioned in clause 24. However no fee would be charged for switching to another Unit Linked Fund in the event of such closure of a Unit Linked Fund.

##### Introduction of a New Unit Linked Fund:

New Unit Linked Fund(s) may be established by the Company from time to time with prior approval from the Insurance Regulatory and Development Authority and the Insured shall be notified of the establishment of such new Unit Linked Fund(s). The Company may offer the Insured/Policyholder the option to switch to those Unit Linked Funds at such price and subject to such terms and conditions as may be imposed by the Company at that time. Switching between the existing Unit Linked Funds will be subject to such conditions as mentioned in clause 24.

##### Changes to Terms and Conditions:

The Company reserves the right to change these Terms and Conditions, the Rules for the Unit Linked Funds and the benefits conferred by the Policy if there is a change in the law, legislation or taxation affecting the Company or the Unit Linked Funds or the Policy, or if there is a change in circumstances which makes it impossible or impracticable for the Company to follow these Terms and Conditions with prior approval from the Insurance Regulatory and Development Authority.

The Company will intimate you about any changes to the Terms and Conditions, Rules for the Unit Linked Funds and benefits within four weeks from the date of the change.

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**Product UIN: 117L032V01**

If you do not agree with the change and do not so intimate the Company within four weeks after the Company has sent notification thereof, you will be deemed to have accepted the change.

If you do not agree with the change and intimate the Company within four weeks after the Company has sent notification thereof, you will be allowed to surrender the units in the Unit Account and terminate the Policy as detailed in clause 15.

**11. Charges**

The charges are divided into premium allocation charge, fund management charge, policy administration charge, surrender charge, switching charge, mortality charge, rider premium charge, partial withdrawal charge and miscellaneous charge.

**(A) Premium Allocation Charge**

The premium allocation charge will be as given in the following table:

<i>Charges</i>	<i>Current</i>	<i>Maximum</i>
Premium Related (on each premium)		
Regular Premium	Year 1 : 20 % Year 2 to 10 : 2 % Year 11+ : 1 %	25 % 5 % 5 %
Single Premium	5 %	5 %
Top-up Premium	1 %	5 %

The premium allocation charge will be deducted from each Regular/Single/Top-up premium and the balance Net Premium will be used to buy units in the appropriate fund.

**(B) Fund Management Charge**

The following fund management charges (expressed as a % of the Value of Assets underlying the Unit Account) will be levied.

<i>Fund Option</i>	<i>Current</i>	<i>Maximum</i>
Preserver	1.25% p.a.	2.50% p.a.
Protector	1.25% p.a.	2.50% p.a.
Moderator	1.50% p.a.	2.50% p.a.
Balancer	1.50% p.a.	2.50% p.a.
Accelerator	1.75% p.a.	2.50% p.a.
Virtue	1.75% p.a.	2.50% p.a.
Multiplier	1.75% p.a.	2.50% p.a.

These charges are adjusted while calculating the Net Asset Value of the Unit Linked Funds at each valuation date.

**(C) Policy Administration Charge**

The following policy administration charge would be deducted from the Fund Value.

<i>Charges</i>	<i>Current</i>	<i>Maximum</i>
Every Month	Rs.25	Rs.75

The above charges will be deducted at the beginning of each month by cancellation of an appropriate number of units using the relevant Net Asset Value of these units.

The policy administration charge would be deducted from the Unit Linked Funds in proportion to respective Fund Values available in each of the subscribed Unit Linked Funds as on the due date of deduction. However the company reserves the right to increase this charge up to a maximum as specified above with prior clearance from the Insurance Regulatory and Development Authority.

**(D) Surrender Charge:**

No surrender is permitted during the first three years of the Policy. After the first three policy years, the following surrender charge is applicable.

<i>Policy Year</i>	<i>4</i>	<i>5</i>	<i>6 and thereafter</i>
% of First Year Regular/Single Premium	4	2	0

"IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER."  
Product UIN: 117L032V01

The surrender charge would be deducted from the Fund Value before payment of the same to you.

**(E) Switching Charge**

The first four switches between funds in a policy year will be free of any charge. Currently for each further switch between the funds, the Company will charge you Rs.250. The switching charges will be deducted from the amount switched and the balance amount will be used to buy units in the new Unit Linked Fund.

However the Company reserves the right to increase this charge up to a maximum of Rs.500 with prior clearance from the Insurance Regulatory and Development Authority.

The switching charges will be deducted from the amount switched and the balance amount will be used to buy units in the new Unit Linked Fund.

**(F) Mortality Charge (Applicable only in case of Option A)**

Mortality charge will be deducted at the beginning of each month by cancellation of an appropriate number of units at the relevant Net Asset Value.

Mortality charge will be based on the Cost of Insurance (Col) and the applicable Sum Assured.

The calculation method will be as follows:

$$\text{Mortality Charge} = (\text{Sum At Risk}/1000) * \text{Cost of Insurance (Col)}$$

The Sum At Risk is defined as the Death Benefit (as defined in the Benefits section) Minus the Fund Value in the Unit Account. Table of Col charges is attached with the Schedule.

The mortality charge would be deducted from the Unit Linked Funds in proportion to respective Fund Values available in each of the subscribed Unit Linked Funds as on the due date of deduction.

**(G) Rider Premium Charge**

No riders can be attached under the policy and hence not applicable.

**(H) Partial Withdrawal Charge**

No partial withdrawals are allowed from the policy and hence not applicable.

**(I) Miscellaneous Charge**

The Company has the option to charge Rupees 250 for any alteration within the contract. These charges will be deducted by cancellation of appropriate number of units at the relevant Net Asset Value.

However the company reserves the right to increase this charge up to a maximum of Rupees 750 with prior clearance from the Insurance Regulatory and Development Authority.

The miscellaneous charge would be deducted from Unit Linked Funds in proportion to respective Fund Values available in each of the subscribed Unit Linked Funds as on the due date of deduction. The alterations for this purpose would include: Premium Redirection and Reinstatement of the Policy.

The other permitted alterations are: Change of Premium Payment frequency; Change of Beneficiary, in case of death of the Beneficiary under the policy and Change of Assignment, which are allowed free of charge.

**12. Death Benefit**

This benefit depends on the option chosen by you.

If **Option A – With Life Cover** is chosen and the Insured dies during the deferment period, while the policy is in force for the full Sum Assured, we will pay 110% of Fund Value in the Unit Account as death benefit less any overdue monthly deduction.

If **Option B – With out Life Cover** is chosen and the insured dies during the deferment period, we will pay 100% of the Value of Units in the Unit Account as death benefit less any over due monthly deduction.

In both options above, if the beneficiary is the spouse, then the named spouse can take the Death Benefit in part or full as a lump sum. With the balance, if any, a pension using the various annuity options as in clause 14 other than Joint Life Last Survivor Spouse Annuity. The spouse has also an option to buy annuity from other insurers.

For the purpose of calculating Death Benefit, the Fund Value in the Unit Account will be determined using the Net Asset Value on the corresponding Valuation Date falling on or immediately after the date of receipt of valid claim intimation at our designated office. The rules in this regard are as follows:

"IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER."

Product UIN: 117L032V01

- If the intimation is received before 15:00 hrs on a business/working day, the corresponding valuation date is the same business/working day.
- If the intimation is received after 15:00 hrs on a business/working day, the corresponding valuation date is the next business/working day.

If there is no valuation done on a business/working day, then the above mentioned valuation date is the date when the next valuation is done. The Company reserves the right to change the above rules on the calculation of Fund Value by sending 15 day advance intimation (with prior clearance from Insurance Regulatory and Development Authority).

### 13. Vesting Benefit

The vesting benefit is equal to the Fund Value in the Unit Account determined using the Net Asset Value on the vesting date.

The valuation is done on a daily basis. However, if no valuation is done on the maturity date, then the Net Asset Value on the valuation date immediately following the maturity date will be used. The Company reserves the right to change the above rules on the calculation of Fund Value in the Unit Account by sending 15 day advance intimation (with prior clearance from Insurance Regulatory and Development Authority).

As per the prevailing regulations, the Insured can take the Vesting Benefit in part (up to 1/3rd) as a lump sum and annuities the balance using the various annuity options as in clause 14. The default annuity option would be Annuity for 15 years certain and Life thereafter. The policy holder could also buy the annuity from other insurers.

The policy holder can postpone the vesting age once during the lifetime of the policy. The postponed vesting age should be within age 65 last birth day. The postponement or the annuity options should be chosen at least 6 months before the vesting date.

### 14. Annuity Options

The various immediate annuity options associated with this product are as follows. You can choose to receive these amounts Annual or Semi-Annual or Quarterly or Monthly.

- Life Annuity  
The annuitant shall receive an annuity for life.
- Life Annuity with Return of Purchase Price  
The annuitant shall receive an annuity for life. The purchase price shall be payable to the nominee on the death of the annuitant.
- Life Annuity with Return of Balance (Purchase Price Less Pensions Received)  
The annuitant shall receive an annuity for life. The purchase price less the total pensions already received if any shall be payable to the nominee on the death of the annuitant.
- Annuity for 5 years certain and Life thereafter  
The annuitant shall receive an annuity for a certain period of 5 years and for life thereafter.
- Annuity for 10 years certain and Life thereafter  
The annuitant shall receive an annuity for a certain period of 10 years and for life thereafter.
- Annuity for 15 years certain and Life thereafter  
The annuitant shall receive an annuity for a certain period of 15 years and for life thereafter.
- Joint Life Last Survivor Spouse Annuity  
The first annuitant shall receive an annuity for life. The second annuitant (named surviving spouse) would receive the annuity for life after the death of the first annuitant.
- Increasing Life Annuity  
The annuitant shall receive an annuity for life increasing at a rate of 3% p.a.

The annuity options other than the Joint Life Last Survivor Spouse Annuity will be available to the spouse in the event of death of the insured during the deferment period.

The applicable annuity rates of the above annuity options are not guaranteed either at the commencement of the policy or anytime thereafter. However the annuity rates are guaranteed once they commence. The same would be reviewed by the company from time to time and if required would be altered with prior approval from Insurance Regulatory and Development Authority.

The company reserves the right to add/delete annuity options restrict available modes to the above list subject to the approval of Insurance Regulatory and Development Authority.

### 15. Surrender Benefit

No surrender value is payable during the first three years of the policy. After the first three policy years, the Surrender Value payable on Surrender is equal to the Fund Value in the Unit Account less the surrender charge as mentioned in clause 11(D).

For the purpose of Surrender Benefit, the Fund Value in the Unit Account will be determined using the Net Asset Value on the corresponding Valuation Date falling on or immediately after the Date of Receipt of Written Request at our designated office. The rules in this regard are as follows:



- If the request is received before 15:00 hrs on a business/working day, the corresponding valuation date is the same business/working day.
- If the request is received after 15:00 hrs on a business/working day, the corresponding valuation date is the next business/working day.

If there is no valuation done on a business/working day, then the above mentioned valuation date is the date when the next valuation is done. The Company reserves the right to change the above rules on the calculation of Fund Value in the Unit Account by sending 15 day advance intimation (with prior clearance from Insurance Regulatory and Development Authority).

In exceptional circumstances such as unusually high volume of sale of investments within a short period, market conditions and political and economic force majeure, the Company may, in its sole discretion, defer the surrender of the Policy for a period not exceeding six months from the date of application. The determination of the existence of exceptional circumstances for the purposes of the section and the Fund Value in the Unit Account in such a circumstance shall be in the sole judgment of the Company.

#### **16. Partial Withdrawal Benefit**

No partial withdrawals are allowed from the policy.

#### **17. Premiums**

##### First Three Policy years

You are required to pay the Regular Premium as mentioned in the schedule on or before the due dates as shown in the schedule. They also have the flexibility of paying any additional amount by indicating the same as Top-up premium in writing. If they don't indicate the amount as Top-up Premium, and:

1. If, the amount is equal to the total premium, it will be appropriated towards the total premium on the next payment date.
2. If, the amount is not sufficient for the next total premium it will be held in a Interest free deposit account for a maximum period of 45 days, so as to be appropriated towards the next total premium. The amount will be used to buy units only on appropriation.
3. If sufficient balance is not paid within 45 days, the amount would be refunded to the Policyholder.

##### After the first three Policy years

After paying the premiums for first three policy years, you can stop paying the premiums and re-start paying the premiums according to your convenience subject to Lapse and Re-instatement provisions.

##### Top-up premiums

You also have the facility of paying any additional amount periodically by indicating the same as Top-up premium. Top-up premiums are payable only if the basic Regular Premiums are paid up to date.

Any amount paid by you will be first appropriated towards the Regular Premium for that full Policy Year and the Balance (if any) would be treated as Top-up Premium. The consequences of not indicating any additional amount as "Top-up" premium will be the same as (1) to (3) listed above.

##### Premium (Re)direction

All premiums (including top-up) paid could be allotted in any proportion between the various funds offered. This needs to be chosen at the time of the proposal and also could be altered later. However the proportion for any chosen fund should be at least 20%.

You have the option to change the premium allocation proportions once every policy year free of charge. Subsequent changes would be considered as an alteration and would be charged accordingly.

##### Unit Allocations

Realized Regular/Top-up premiums after premium allocation charge as in section 8.5(A) (Net Premiums) will be used to buy units in the Unit Linked Funds using the Net Asset Value as below:

- If the Regular/Top-up Premiums are received by Local Cheque/DD (payable at par where the premiums are received) before 15:00 hrs on a business/working day, the corresponding valuation date is the same business/working day.
- If the Regular/Top-up Premiums are received by Local Cheque/DD (payable at par where the premiums are received) after 15:00 hrs on a business/working day, the corresponding valuation date is the next business/working day.
- If the Regular/Top-up Premiums are received by any other authorized mode other than Local Cheque/DD as above, the corresponding valuation date is the business/working day on which the premiums are realized.

"IN THIS POLICY, THE INVESTMENT RISK IN THE INVESTMENT PORTFOLIO IS BORNE BY THE POLICYHOLDER."  
Product UIN: 117L032V01

If there is no valuation done on a business/working day, then the above mentioned valuation date is the date when the next valuation is done. The Company reserves the right to change the above rules on the calculation of Fund Value in the Unit Account by sending 15 day advance intimation (with prior clearance from Insurance Regulatory and Development Authority).

The frequency of payment may be changed with our prior written approval effective from the following Policy Anniversary Date.

Premiums are payable through any of the following modes: Cash/Cheque/Demand Drafts/ Pay Orders/Bankers Cheque/Standing instruction on Credit Card.

All amounts payable either to us or by us shall be in Indian Rupees and will be payable at the Head Office, Regional Office or any other office of the Company.

#### **18. Grace Period**

Total Monthly / Quarterly/ Half yearly/ Yearly Premium is mentioned in the Policy Schedule as the premium payable by the Policyholder on the due dates for payment in the mode chosen. Such premium is payable on the due date for payment and in any case not later than the grace period of 30 days from due date for Quarterly/Half yearly/Yearly modes and 15 days from due date for monthly modes respectively.

After the first three policy years, if Regular Premiums paid are not according to the attached schedule, the insurance cover would be extended subject to clause 21.

#### **19. Lapse**

During the first three Policy years, if the Regular Premium is not paid within the grace period, the Policy shall lapse.

Once the Policy lapses, the coverage under the policy ceases and deduction of mortality charges will be stopped. However the Policy would be still linked to the units until either reinstated as in clause 20 or surrendered as in clause 15. The policy administration charges would continue to be deducted.

After the first three policy years, if Regular Premiums paid are not according to the attached schedule, the insurance cover would be extended subject to clause 21.

#### **20. Reinstatement**

If the Policy is lapsed during the first three policy years: The owner may reinstate the Policy while the insured is alive if the owner:

- Requests in writing for reinstatement within two year from the date the policy lapsed.
- Provides satisfactory evidence of insurability.
- Pays all due premiums to the date of reinstatement.

The money received excluding the interest will be used to buy units in the chosen Unit Linked Fund using the Net Asset Value on the Valuation Date as mentioned in clause 17.

#### **21. Contract Termination**

If the Policy is lapsed during the first three policy years and not reinstated within two years from the date of such lapse as mentioned in clause 19, the Policy would be terminated by paying the surrender value as on the date of expiry of one year to you.

After the first three policy years, if the Fund Value in the Unit Account falls below the Annualized Premium at any point of time in case of Regular Premium policy or 10% of single premium in case of Single Premium policy at any point of time, the Policy would be terminated by paying the surrender value as on that date to you.

#### **22. Switches between Unit Linked Funds**

Switching between Unit Linked Funds can be done by submitting a written request to the company. On request the Fund Value in the Unit Account can be switched to the new Unit Linked Fund after deducting the switching charge as mentioned in clause 11(E). Such switching would only apply to the accumulations in the Unit Linked Funds and not to the future contributions.

The proportion of premium redirection originally chosen by the policyholder would remain unaltered. . He/she would be required to opt for Premium Redirection as mentioned in clause 17 separately if the future premiums are to be allocated as per the new fund choices and proportions.

For the purpose of Switching the Unit Prices on the corresponding Valuation Date falling immediately on or after the Date of Receipt of Written Request at our designated office will be used.

- If the request is received before 15:00 hrs on a business/working day, the corresponding valuation date is the same business/working day.
- If the request is received after 15:00 hrs on a business/working day, the corresponding valuation date is the next business/working day.

If there is no valuation done on a business/working day, the above mentioned valuation date is the date when the next valuation is done. The Company reserves the right to change the above rules on the calculation of Value of Units in the Unit Account by sending 15 day advance intimation (with prior clearance from Insurance Regulatory and Development Authority).

### **23. Policy Loan**

No Loans are available under this policy.

### **24. Assignment**

The Owner may assign this Policy by written notice as per the provisions of Section 38 of the Insurance Act, 1938, and in such an event, the rights of the insured and/or the beneficiary(ies) shall be subject to such an assignment in favour of the assignee.

### **25. Suicide Exclusion**

In the event the Insured commits suicide, whether sane or insane at that time, within one year from the issue date of insurance cover or the date of the Policy or the date of the last reinstatement whichever is later, the insurance cover shall be void and we shall not be liable to pay the Sum assured of Insurance, except refunding the Fund Value in the Unit Account, if any.

The Fund Value in the Unit Account will be determined as stated in the clause 12 which dwells on the death benefits.

### **26. Proof of Age**

The age of the Insured is based on the proof of age submitted and the premiums are calculated on the last birthday prior to the date of commencement of the risk under the Policy. Should the actual age of the Insured differ from the age stated in the Application, we shall, without prejudice to the statutory rights and/ or remedies we may have be entitled to the following at any time during the policy term:

- If the actual age proves to be higher than what is stated in the Application, the Cost of Insurance Charges shall be altered corresponding to the actual age from the Date of Issue of the Policy and the Insured shall pay to the Company the accumulated difference between the Corrected Cost of Insurance Charges and the Original Cost of Insurance Charges from the Date of Issue of the Policy up to the date of such payment with interest at such rate and in such manner as is charged by the Company for late payment of Regular premium. The difference paid will not be used to buy Units in the Unit Account. If the Insured fails to pay such accumulated difference, together with interest, the same shall be recovered by cancellation of Units.
- If the actual age proves to be lower than what is stated in the Application, the Cost of Insurance Charges shall be altered corresponding to the actual age from the Date of Issue of the Policy and the Company, may, at its discretion, refund without interest, the accumulated difference between the Corrected Cost of Insurance Charges and the Original Cost of Insurance Charges.
- If the Insured's actual age is such that it would have made him/ her ineligible for the insurance cover stated in the Policy, the Company reserves the right at its sole discretion to take such action as may be deemed appropriate including cancellation of the Policy and forfeiture of Fund Value in the Unit Account/premium(s) received.

### **27. Claims Procedure**

#### Death Claims

If the insured dies while the Policy is in force for the full sum assured, we shall settle the death claim on submission of the following requirements, provided all premiums fallen due (during the first three years) till the date of death have been paid:

- The Original Policy document.
- The Claim forms as prescribed by us.
- Written Intimation of death by the Beneficiary/ legal heir.
- Official death certificate issued by a competent authority acceptable to the Company.
- Police inquest report, post-mortem report where the death is due to an unnatural cause.
- Proof of title to the Policy like succession certificate, legal heirship certificate, wherever applicable.
- Discharge voucher as prescribed by us.
- Any additional forms as may be required by us.

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

#### Vesting Claims

We shall settle the vesting claim on the date of vesting,, provided the Insured is alive on that date, has paid all the installment premiums including interest, if any, till the date of vesting and submits the following requirements to us:

- The Original Policy document
- The Claim forms as prescribed by us
- The discharge voucher as prescribed by us
- Any additional forms as may be required by us

We shall settle the vesting proceeds to the Insured or the assignee, as the case may be.

### 28. Travel, Residence and Occupation

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

### 29. Loss of the Policy Document

If the policy document is lost or destroyed, at the request of the Owner, the Company will issue a duplicate policy document duly endorsed to show that it is issued following the loss or destruction of the original document. The Company has the right to charge a fee for the issue of a copy policy document

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

### 30. Grievance Redressal Mechanism

1. In case you have any query or complaint/grievance, you may approach our office at the following address:  
MetLife India Insurance Company Ltd.,  
'Brigade Seshamahal', 5 Vani Vilas Road, • Basvangudi • Bangalore – 560 004, India.  
Toll Free Help line: 1-800-425-6969 (8am –8pm) • Phone: +91 80 2650 2244 • Fax +91 80 4150 6969  
Email: [indiaservice@metlife.co.in](mailto:indiaservice@metlife.co.in) • Web: [www.metlife.co.in](http://www.metlife.co.in)

Please address your queries or complaints to the Customer Services Department, and your grievances to the Grievance Redressal Officer, who are authorized to review your queries or complaints or grievances and address the same. Please note that only a duly authorized officer of the Company has the authority to resolve your complaints and grievances. The Company shall in no way be responsible, or liable, or bound by, any replies or communications or undertakings, given by or received from, any financial advisor or any employee who was involved in selling you this policy.

2. In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official of Insurance Regulatory and Development Authority for resolution:  
Grievance cell (Complaint against Life insurer)  
Insurance Regulatory and Development Authority  
Parishrama Bhawanam, 5-9-58/B, Basheerbagh, Hyderabad – 500 004.  
Phone: +91-40- 6682 0964/6678 9768 (Ext –251)  
E-mail: [lifecomplaints@irda.gov.in](mailto:lifecomplaints@irda.gov.in)
3. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address enclosed as Annexure A mentioned after the terms and condition section if your grievance pertains to:
  - Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
  - Delay in settlement of claim
  - Dispute with regard to premium
  - Non-receipt of your insurance document
4. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
5. As per provision 13(3) of the Redress of Public Grievances Rules 1998, the complaint to the Ombudsman can be made:
  - Only if the grievance has been rejected by the Grievance Redress Machinery of the Insurer
  - Within a period of one year from the date of rejection by the insurer
  - If it is not simultaneously under any litigation.

### 31. Disclosure

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

### 32. Incontestability

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

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."

### 33. Governing Laws and Jurisdiction

The terms and conditions of the Policy shall be governed by and subject to the laws of Republic of India. The parties shall be subject to the jurisdiction of the law courts situated at Bangalore for all matters and disputes arising from relating to or concerning the application and declaration and the Policy.

### 34. Your Rights

To exercise your rights, you should follow the procedures stated in this Policy. If you want to request a payment, change a Beneficiary, change an address or request any other action by us, you should do so on the forms prepared for each purpose. You can get these forms from your Financial Advisor or your local MetLife India office.

### 35. Free Look Provision

You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If you have any objections to any of the terms and conditions, you have the option to return the Policy stating the reasons for the objections and you shall be refunded an amount equal to non-allocated premiums plus charges levied through cancellation of units plus fund value at the date of cancellation subject to deduction of expenses towards medical examination, stamp duty and proportionate risk premium for the period of cover.

All Free Look cancellation request should be in writing, duly signed by the Policyholder, and should be accompanied by the original Policy Document. The Free Look cancellation request should be submitted either to your nearest MetLife branch office (details of the same is available at our website [www.metlife.co.in](http://www.metlife.co.in).) or to our registered office at

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

For this purpose, the Fund Value in the Unit Account in the Unit Account will be determined using the Net Asset Value on the corresponding Valuation Date falling on or immediately after the Date Of Receipt Of Written Request at our designated office. The rules in this regard are as follows:

- If the request is received before 15:00 hrs on a business/working day, the corresponding valuation date is the same business/working day.
- If the request is received after 15:00 hrs on a business/working day, the corresponding valuation date is the next business/working day.

If there is no valuation done on a business/working day, then the above mentioned valuation date is the date when the next valuation is done. The Company reserves the right to change the above rules on the calculation of Fund Value in the Unit Account by sending 15 day advance intimation.

### 36. Address for Communication

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

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

PNB MetLife India Insurance Company Limited (formerly known as MetLife India Insurance Company Limited.)

(Insurance Regulatory and Development Authority Life Insurance Registration No.117)

Registered Office: 'Brigade Seshamahal', 5, Vani Vilas Road, Basavanagudi, Bangalore – 560004.

[www.pnbmetlife.com](http://www.pnbmetlife.com) FAX: +91-80-4150 6969

### Annexure A – List of Insurance Ombudsmen

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.: 079-27546840; Fax: 079-27546142 Email <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.: 0755-2569201 ; Fax : 0755-2769203 Email <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.: 0674-2596455 Fax : 0674-2596429 Email <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: 0172-2706468 Fax : 0172-2708274 Email <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044-24333668 /5284 Fax : 044-24333664 Email <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23239633; Fax : 011-23230858 Email <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361-2132204/5 ; Fax : 0361-2732937 Email <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4th Floor, KOLKATA-700 001. Tel : 033-22134866 ; Fax : 033-22134868 Email <a href="mailto:ioombsbpa@bsnl.in">ioombsbpa@bsnl.in</a>	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra , Goa

Note : Address and contact number of Governing Body of Insurance Council:

Smt. Rita Bhattacharya,  
Secretary General  
Shri D V Dixit, Dy. Secretary  
3rd Floor, Jeevan Seva Annexe,  
S.V. Road, Santacruz(W),  
MUMBAI – 400 021  
Tel : 022-26106245 ; Tel : 022-26106980  
Fax : 022-26106949  
Email- [inscoun@gmail.com](mailto:inscoun@gmail.com)

Customer Service Toll free: 1800-425-6969, OR Call on: +91 -80 -2650 -2244 (8:00 am to 8:00 PM)  
Write to us at [indiaservice@pnbmetlife.co.in](mailto:indiaservice@pnbmetlife.co.in)

**Annex 1**

**A. Section 38 - Assignment and Transfer of Insurance Policies**

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 dtd 26.12.2014. The extant provisions in this regard are as follows:

01. This policy may be transferred/assigned, wholly or in part, with or without consideration.
2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
3. 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.
4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
5. The transfer of assignment shall not be operative as against an insurer 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 insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
  - a. not bonafide or
  - b. not in the interest of the policyholder or
  - c. not in public interest or
  - d. is for the purpose of trading of the insurance policy.
10. Before refusing to act upon endorsement, the Insurer 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.
11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. 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 insurer; 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.
13. 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

**In case of any queries/concerns, you can reach us at:**

Email us at

[indiaservice@pnbmetlife.co.in](mailto:indiaservice@pnbmetlife.co.in)

IRDAI Registration No. 117

Registered Office: Unit No. 701, 702 & 703,  
7th Floor, West Wing, Raheja Towers, 26/27  
M G Road, Bangalore - 560001

Visit [www.pnbmetlife.com](http://www.pnbmetlife.com) 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 [www.pnbmetlife.com](http://www.pnbmetlife.com)

Call us at 1800-425-6969

(Toll-free) or 022-4179 0300 (8am - 8pm)/ Fax: 022-4023 1225

- 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.
14. In other cases, the insurer 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
- a. 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
  - b. may institute any proceedings in relation to the policy
  - c. 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
15. 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 Laws (Amendment) Ordinance,2014 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Ordinance Gazette Notification dated December 26 , 2014 for complete and accurate details. ]**

**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  
indiaservice@pnbmetlife.co.in  
IRDAI Registration No. 117  
Registered Office: Unit No. 701, 702 & 703,  
7th Floor, West Wing, Raheja Towers, 26/27  
M G Road, Bangalore - 560001

Visit [www.pnbmetlife.com](http://www.pnbmetlife.com) 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 [www.pnbmetlife.com](http://www.pnbmetlife.com)



## **B. Section 39 - Nomination by policyholder**

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:

1. 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.
2. 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 to be laid down by the insurer.
03. Nomination can be made at any time before the maturity of the policy.
4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
5. 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.
6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer 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 insurer.
7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer 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 insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
10. 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.
11. 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.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them

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the nominees are beneficially entitled to the amount payable by the insurer 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.

14. 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.

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**C. 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 dtd 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 yrs from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy

whichever is later.

2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy

whichever is later.

For this, the insurer 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 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.
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 Insurer 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

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suppression of material fact are within the knowledge of the insurer. 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 insurer 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.
8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
9. The insurer 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.

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