Non-linked, Non-participating one year renewable Group Term Assurance Plan

PART – A

YOUR WELCOME LETTER

[Name of the group policyholder] Date :dd-mm-yyyy

[Address]
<Mobile number>
<Policy No> <Sourcing Branch>

Dear M/s [X], (Client ID: XXXXXX)

Welcome to PNB MetLife Family. Thank you for purchasing a PNB MetLife group product and showing your faith and confidence in us. At PNB MetLife, we believe in putting customer first. We endeavor to provide products that meet your needs and constantly support it with superior customer service.

PNB MetLife brings together financial strength, credibility and reliability of MetLife Inc, one of the leading global provider of insurance, annuities and employee benefit programs, serving more than 90 million+ customers for the last 140+ years and Punjab National Bank, a leading bank in India serving more than 80 million + customers in the last 120 +years. You can be Double Sure that you have chosen the right partner for life.

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	Non-employer-employee]
Group Policy Number	<group no="" policy=""></group>	Premium Received	Rs. XXXXX.XX
Name of the Plan	PNB MetLife Complete Care Plus		
Policy Term	[Annually renewable]		

Free look Provision: Please go through the terms and conditions of your Policy very carefully. If you have any objections to the terms and conditions of this Group Policy, you may cancel the Group Policy by giving a signed written notice to us within 15 days from the date of receiving the Group 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).

We value your patronage and are committed to offering you the best services always. For any queries or concerns you can contact us via the touch points given below, we are always there to help you. For easy reference details of Agent/Broker/Corporate Agent for your policy is also mentioned below.

Name	Valued Advisor	Code	XXXXX
E-Mail ID	valuedadvisor@pnbmetlife.co.in	Mobile >	XXXXXXX
		/Landline No.	

Yours Sincerely,

For PNB MetLife India Insurance Co. Ltd.

[Signature]

[Name of signing authority]

[Designation of signing authority]

In case of any queries / concerns, You can reach Us at:					
Call us at 1800-425-6969 (Toll Free) Email Us at Visit www.pnbmetlife.com to Visit your near					
Or 022-4179 0300 (8 am - 8 pm) /	indiaservice@pnbmetlife.co.in	manage your policy online.	Office. Our address details are		
Fax: 022-4023 1225		Register online using your	available on www.pnbmetlife.com		
		Customer ID & Policy No.	•		

GROUP POLICY PREAMBLE

[PNB MetLife Complete Care Plus] Non-linked, Non-participating one year renewable Group Term Assurance 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 due premiums/ premium deposit and is based on the details provided 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

Name of the Plan	[PNB MetLife Complete Care Plus]
Nature of the Plan	[Non-linked, Non-participating one year renewable Group Term Assurance Plan]
UIN	117N093V04

Group Policy	Date of	Issuing	
number	issue	office	

Details of the Group Policyholder 1.

Name of the Group Policyholder

Y/N

Lender-Borrower Group

2. **Group Policy Details**

Date of Inception of the Group Policy	
Annual Renewal Date	
Term of Cover	One year from the Date of Inception of the Group Policy
Free Cover Limit / Risk Cover Limit	
Base Plan	PNB MetLife Complete Care Plus
Riders Applicable	
Number of lives (At inception)	
Initial Premiums Received	Rs.
Initial Coverage Amount per Member	<sum assured="" coverage="" flat="" for=""></sum>
Initial Coverage Amount per Member	<sum assured="" category="" coverage="" each="" for="" graded=""></sum>
Initial Total Coverage Amount	Rs.
Premium Due Dates	
Definition of Insured Member	
Risk Ceasing Age	
Eligibility Criteria	

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Special Provisions	E.g., Waiting Period	
Carrage Churchina		

3. Coverage Structure

Grade Description	Base Plan	MetLife Group ADB Plus	MetLife Group SI (only for Employer Employee)	MetLife Group APTD Plus	MetLife Group APPD Plus
Employee / Member Cover		-	NA	-	-

4. Contribution: Premiums to be borne by

Contribution	Grade Name	Base Plan	MetLife Group ADB Plus	MetLife Group SI (only for EE)	MetLife Group APTD Plus	MetLife Group APPD Plus
			-	NA	-	-
			-	NA	-	-

^{*}PH: Group Policyholder, IM: Insured Member

5. Details of Agent/Corporate Agency/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

6. Premium Details

Premium payment type	[Regular Premium]
Premium amount Service tax/cess*	Rs. <>
Total premium amount	Rs. ⇔

^{*} Includes service tax at prevailing rates. Premium rates are subject to change in case of any variance in the present tax rates or in the event of any new or additional tax/levy being made applicable/ imposed on the premium(s) competent authority, the same would be borne by the Group Policyholder.

PART - B

DEFINITIONS APPLICABLE TO YOUR POLICY

The words or terms below that appear in this **Group 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. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Age means the age of the Insured Member as of last birthday.
- 3. Appointee shall mean a person who is appointed by the Insured Member to receive the Sum Assured for and on behalf of the Nominee, if the Nominee is a minor on the date of the payment of the Sum Assured on the happening of the insured event.
- 4. Annual Renewal Date means the date on which the Group Policy is due for renewal as stated in the Group Policy Schedule.
- 5. Authority means the Insurance Regulatory and Development Authority of India
- 6. Credit Account Statement means the statement which is provided by You to Us in accordance with Part C.
- 7. Date of Inception of the Group Policy means the date of commencement of risk under this Group Policy with respect to an Insured Member as specified in the Group Policy Schedule.
- Effective Date of Coverage is same as the date on which an Eligible Member is added to the Group Policy as an Insured Member.
- Eligible Member means a person who meets and continues to meet all the eligibility criteria specified in the Group Policy Schedule.
- 10. Group Policy shall mean this this contract of insurance, as evidenced by the Policy Document
- 11. 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.
- 12. Insured Member means an Eligible Member who is named as a person insured in the Group Policy Schedule.
- 13. Nominee means the person named in the Group Policy Schedule to receive the benefits under the Group Policy in respect of the Insured Member.
- 14. Non Medical Insurance Limit means the maximum amount of insurance coverage agreed to be provided to the Insured Member who submits a satisfactory Declaration of Good Health with Us.
- **15.** Outstanding Loan Balance Amount means the amount of total outstanding loan amount which is payable by the **Insured Member** to **You** on the date of the **Insured Member**'s death.
- 16. Policy Document means this Group Policy, any endorsements in this document issued by Us, the Group Policy Schedule, the Application and the Annexure.

- 17. 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.
- 18. Premium Due Date means the date on which the Premium becomes payable as stated in the Group Policy Schedule.
- 19. "Regulated entities" means entities falling in any of the below criteria:
 - Reserve Bank of India (RBI) Regulated Scheduled Commercial Banks with RBI regulated Scheduled Banks (including Co-operative Banks).
 - ii. NBFCs having Certificate of Registration from RBI.
 - iii. National Housing Bank (NHB) Regulated Housing Finance Companies.
- 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. Sum Assured means the amount that We promise to pay upon the death of an Insured Member covered under this Group Policy.
- 22. Waiting Period shall mean a period of 30 days from the date on which the Insured Member was added to the Group Policy. In case of the death of the Insured Member during the Waiting Period, the Sum Assured shall not be payable except in the case of the death happening on account of an Accident. Waiting Period shall be applicable only to groups where membership is voluntary in nature.
- 23. We, Us or Our means PNB MetLife India Insurance Company Limited.
- 24. You or Your means the Group Policyholder named in the Group Policy Schedule.



PART - C

POLICY FEATURES, BENEFITS & PREMIUM PAYMENT CONDITIONS

1. Policy Features

PNB MetLife Complete Care Plus is a non-linked, non-participating one year renewable Group Term Assurance Plan. This **Group Policy** offers the benefits listed below and is renewable annually. The benefits will be payable subject to the terms and conditions of this **Group Policy**, including the Premium Payment Conditions set out below.

2. Policy Benefits

2.1. Death Benefit for Insured Members

On the occurrence of the death of an **Insured Member** when the **Group Policy** is in force the **Sum Assured** would be payable as death benefit by **Us**. If the **Insured Member's** death occurs during the **Waiting Period** and while the **Group Policy** is in force, the **Sum Assured** shall not be payable unless the **Insured Member's** death is due to an **Accident**.

3. Premium Payment Conditions

3.1. Payment of Premium

You shall pay the Premium in full by the Premium Due Date and in any event before the expiry of the grace period (a period of 15 days if the Premium is payable monthly and a period of 30 days if the Premium is payable in quarterly and half-yearly mode). If the Premium is not received in full at the expiry of the grace period the Group Policy shall lapse and insurance cover under this Group Policy for all Insured Members shall forthwith terminate. Upon the Insured Member's death during the grace period, the benefits under this Group Policy shall be payable in full. For any new Insured Member covered by this Group Policy, a proportionate Premium shall be charged from the day he becomes an Insured Member, up to the next Annual Renewal Date or the next Premium Due Date whichever occurs first. Insurance cover for such Insured Members shall not commence unless such proportionate Premium is paid to Us.

We shall be responsible to an Eligible Member or their Nominees, as applicable, for the Sum Assured in case of Your failure to remit the premiums received/collected from any such Eligible Member provided the Eligible Member or his/her Nominee is able to prove to Us that he/she had paid the necessary premium to You and had secured a proper receipt leading him/her to believe that the Eligible Member was covered under the Group Policy. In any such event, You shall be solely and absolutely liable to re-pay the amount paid by Us to any such Eligible Member or his/her Nominee with interest at the rate specified by Us within 15 days of Us raising a demand with You in this regard.

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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 **Premium** received subject to a , deduction of proportionate risk premium for the period of cover , deduction of expenses incurred on medical examination of the **Insured Members** (if any) and the stamp duty charges. All rights under this **Group Policy** shall immediately stand extinguished at the cancellation of the **Group Policy**.
- 1.2. If the **Premium** is paid entirely by the **Insured Member** and the **Insured Member** disagrees with the terms and conditions of the **Group Policy**, he may cancel his coverage under the **Group Policy** by giving **Us** a written notice within 15 days of receiving confirmation of coverage stating the reasons for objection and **We** shall refund the **Premium** received in respect of such **Insured Member** after deducting proportionate risk premium for the period of cover, stamp duty charges and expenses towards medical examination, if any, for that **Insured Member**.

2. Revival

The **Group Policy** may be revived within the earlier of 60 days from the date of lapse or within the next **Annual Renewal Date** provided that **You** give **Us** written notice for revival along with the due **Premium** in full. The **Group Policy** will be revived in accordance with **Our** Board approved underwriting policy.

3. Group Policy Renewal

- 3.1. This Group Policy shall be renewed on mutually agreed terms, on the Annual Renewal Date.
- 3.2. **You** shall provide all requisite information with respect to this insurance cover, as may be reasonably requested by **Us** from time to time, in order to facilitate the renewal pricing of the **Group Policy**
- 3.3. 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 Premium on the Annual Renewal Date.

4. New Members Addition

After the Effective Date of the Group Policy or the Annual Renewal Date, an Eligible Member shall become an Insured Member only after due intimation to Us and submission of all information and details in the form and manner specified by Us provided coverage of such Insured Member shall commence in accordance with Part C. We shall require evidence of insurability for providing the group life cover to the Insured Members in accordance with Our Board approved underwriting policy.

5. Loan

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

6. Claims Procedure

Non-linked, Non-participating one year renewable Group Term Assurance Plan

Written notification of a claim shall be given to **Us** along with following information and documentation within 90 days of the death of an **Insured Member** or as soon thereafter as is reasonably possible:

- (a) Claimant statement in format prescribed by **Us**, duly completed.
- (b) Certified copy of the official death certificate issued by a competent authority acceptable to **Us**.
- (c) Credit Account Statement showing the Outstanding Loan Balance Amount of the Insured Member (applicable only in case of Lender Borrower groups)
- (d) Your declaration and certificate that that the **Insured Member** was a member of **Your** group at the time of the death of **Insured Member**.
- (e) Last attending physician's certificate, in the format provided by the **Us**, if the death of the **Insured Member** is due to a natural cause.
- (f) Police inquest report and post mortem report if the death of the **Insured Member** is due to an unnatural cause.
- (g) Certification of the details of the **Nominee** (if any).
- (h) Any additional document(s) as required by **Us**.

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. Coverage under this **Group Policy** for all **Insured Members** shall terminate on the occurrence of the earliest of the following:
 - (a) Expiration as a result of non-payment of **Premium** due within the grace period or renewal **Premiums** as set out in **Part C**.
 - (b) Termination of the **Group Policy** by the **Group Policyholder**.

You may terminate this **Group Policy** by giving **Us** at least 30 days written notice. If the **Group Policy** is terminated by **You**, 100% of the **unexpired Premium** shall be refunded without interest, provided however in the event of such termination, the **Insured Member(s)** shall have the option to continue the risk cover on an individual basis till the expiry of the coverage.

- 8.2. Coverage of an **Insured Member** shall terminate automatically on the occurrence of earliest of the following:
 - (a) The **Insured Member's** death;
 - (b) The date the **Insured Member** ceases to be an **Eligible Member** or voluntarily withdraws from the membership;

Any termination of coverage of an Insured Member shall be without prejudice to any claim originating prior to the effective

Non-linked, Non-participating one year renewable Group Term Assurance Plan

date of such termination. In case the **Insured Member** exits the **Group Policy** by way ceasing to be an **Eligible Member** or voluntarily withdraws from the membership, 100% of the **unexpired Premium** with respect to the **Insured Member** shall be refunded without interest.



PART – E

POLICY CHARGES

There are no policy charges applicable under the **Group Policy**.



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PART - F

GENERAL TERMS & CONDITIONS

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

1. Assignment as per Section 38 of the Insurance Act 1938:

Assignment of policy by the **Insured Member** shall be as per the Section 38 of Insurance Act, 1938, as amended from time to time. A Leaflet containing the simplified version of the provisions of **Section 38** is enclosed in **Annexure** for your reference.

2. Nomination as per Section 39 of the Insurance Act, 1938:

The **Insured Member** may nominate **Nominee(s)** or change an existing **Nominee** before the completion of **Policy Term** in accordance with and subject to the provisions of Section 39 of the Insurance Act, 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of **Section 39** is enclosed in **Annexure** for your reference

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. Commencement of Insurance Coverage for Insured Members

Insurance coverage under this **Group Policy** for an **Insured Member** shall commence after the completion of the waiting period of 30 days from the date on which the **Insured Member** was added to the **Group Policy** as an **Insured Member**.

3.1. Increase or Decrease in Insurance Coverage of Insured Members

No increase or decrease to the benefits for the **Insured Members** shall be permitted.

4. Payment to Nominee(s) & Conditions Applicable to Lender-Borrower Groups

For Other than Regulated Entities:

Upon the intimation of claim to **Us** by **You** in the manner prescribed under Clause 7 in Part D of this **Policy Document** and after **Our** scrutiny of the documents and satisfaction of the bonafides of the claim, **We** shall pay the **Sum Assured** under the **Group Policy** to the **Nominee(s)** and/or the **Appointee**, as the case may be, and shall stand discharged of **Our** obligation under the **Group Policy**, upon such payment. For administrative convenience, **We** may make the payment to the **Nominee** and/or the **Appointee** through **You**.

For Regulated Entities:

- (i) The **Insured Member** shall give **Us** a written authorization in the form specified by **Us** to make payment of the **Insured Member's Outstanding Loan Balance Amount** to **You** on his death from the Death Benefit payable under this **Group Policy**. This written authorization may be given to **Us** at the stage of addition to the **Group Policy** as an **Insured Member** or at any time thereafter when the **Insured Member's** cover under the **Group Policy** is in force;
- (ii) If We have received a written authorization from the Insured Member to make payment of the Insured Member's Outstanding Loan Balance Amount to You, then on the death of the Insured Member when the Group Policy is in force, We will pay the Outstanding Loan Balance Amount to You (to the extent of the Sum Assured) and the remainder of the

Non-linked, Non-participating one year renewable Group Term Assurance Plan

Sum Assured amount, if any, shall be payable to the Nominee/legal heirs of the Insured Member, in the Nominee's name. We shall, under no circumstance, pay any amount more than the Outstanding Loan Balance as provided in the Credit Account Statement, to You.

- (iii) You agree that in order for the Outstanding Loan Balance Amount in respect of an Insured Member to be paid to You from the Death Benefit of the Insured Member, You shall provide Us within 90 days of the Insured Member's death a Credit Account Statement in the form specified by Us, which shall contain at least the following details:
- (i) Your name;
- (j) Your Group Policy Number;
- (k) Insured Member's name (per Your records);
- (I) Date on which the **Insured Member's** cover under the **Group Policy** commenced;
- (m) Sum Assured;
- (n) Original loan amount (per Your records);
- (o) Complete particulars of recoveries made by **You** towards the loan;
- (p) Outstanding Loan Balance Amount as on the date of the Insured Member's death;
- (q) Balance claim amount payable to the **Nominee** of the **Insured Member**;
- (r) Declaration/Undertaking by You that the details in the Credit Account Statement have been verified for accuracy.
- (iv) Following payment of the death benefit to You, We will provide the Nominee of the Insured Member with complete details of the amount equal to the Outstanding Loan Balance Amount that has been paid to You and the balance amount (if any) to the extent of the Sum Assured amount that has been paid to the Nominee/legal heirs of the Insured Member. This statement of details shall be provided to the Nominee of the Insured Member even if no amount was payable to the Nominee of the Insured Member as the Sum Assured was exhausted in the payment of the Outstanding Loan Balance Amount.
- (v) **We** may, in **Our** discretion, on the completion of the financial year followed by **Us**, carry out an audit of the **Credit Account Statements** provided to **Us** by **You** in respect of the **Insured Members**. If there is any discrepancy in any such statements **We** will pay the difference in amounts to the **Nominee** of the **Insured Member** and **You** shall be solely and absolutely liable to re-pay this amount to **Us** with interest at the rate specified by **Us** within 15 days of **Us** identifying the discrepancy and notwithstanding **Our** rights to commence any other actions under applicable law.
- (vi) Where the claim discharge form issued by the **Nominee** is obtained through **You**, then in such case, **You** shall submit to **Us** a certification/declaration, either in the claim discharge form or by way of a separate document, that the **Nominee** who submitted the claim discharge form is the same person who has been registered by **You** as the **Nominee** under the **Group Policy**.

5. Exclusions:

5.1. Suicide Exclusion

If the **Insured Member's** death is due to suicide within one year from the **Date of Inception of the Group Policy**, **Our** liability to make payment under the **Group Policy** will be limited to refunding 80% of the **Premium** received in respect of the

Non-linked, Non-participating one year renewable Group Term Assurance Plan

Insured Member, without interest

This suicide exclusion will not be applicable if:

- (s) the group enrolled for this **Group Policy** is shifting from another life insurer or
- (t) the group has enrolled for this Group Policy for the first time, provided all **Your** employees compulsorily participate under the **Group Policy**.

5.2. Waiting Period:

Waiting period of 30 days shall apply for all groups where the membership is voluntary in nature. The Company will not be liable to make benefit payment under the policy if the death occurs (other than accident) during the waiting period of 30 days. Waiting period applies at individual member level from the member's date of joining. It is applied only once upon inception of cover and is not re-imposed again upon continuous renewal of cover.

6. Governing laws and jurisdiction

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

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

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

Call us Toll-free at 1-800-425-6969,

Website: www.pnbmetlife.com,

Email: indiaservice@pnbmetlife.co.in or

Write to us: 1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai –

400062. Phone: +91-22-41790000, Fax: +91-22-41790203

9. 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 **Group Policy** document.

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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:

Level 1

For any complaint/grievance, approach any of our following touch points:

- Call 1800-425-69-69 (Toll free) or 080-26502244
- Email at india grievancecell@pnbmetlife.co.in
- Write to

Customer Service Department,

1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062. Phone: +91-22-41790000, Fax: +91-22-41790203

- Online through our website <u>www.pnbmetlife.com</u>
- Our nearest PNB MetLife branch across the country

Level 2:

In case you are not satisfied with the resolution provided by the above touch points, or have not received any response within 2 weeks, you may

- Write to our Grievance Redressal Officer at gro@pnbmetlife.co.in or
- Send a letter to

Grievance Redressal Officer

PNB MetLife India Insurance Co. Ltd,

Platinum Towers, 4th Floor, Sohna Road,

Sector - 47, Gurgaon - 122002

Please address your queries or complaints to our customer services department, on the address referred above, who are authorized to review your queries or complaints and address the same. Please note that only an officer duly authorized by PNB MetLife has the authority to resolve your queries or complaints. 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.

Level 3:

In case you are not satisfied with the decision from above offices or do not receive a response from us within 15 (fifteen) days, you may contact the Insurance Regulatory and Development Authority of India. Grievance Cell Centre (IGCC) on the following contact details:

- Online: You can register your complaint online at http://www.igms.irda.gov.in
- By Post : You can write or fax your complaints to

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District,

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Nanakramguda, Gachibowli, Hyderabad - 500032, Telangana

By E-mail: E-mail ID: complaints@irda.gov.in

• By Phone: 1800 4254 732

In case You are not satisfied with the decision/resolution, You may approach the Insurance Ombudsman at the address in the list of Ombudsman below, 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; or
- Misrepresentation of terms and conditions of the Policy;
- Policy servicing related grievances against Us or Our agent/intermediary;
- Issuance of Policy in non-conformity with the proposal form;
- Non-issuance of Insurance policy after receipt of Premium or
- Any other matter resulting from x`the violation of provisions of the Insurance Act, 1938 as amended from time to time or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned above.
- 1) The complaint should be made in writing duly signed by You, Nominee, Assignee or by Your legal heirs with full name, address and contact information of the complainant, the details of Our branch or office against whom the complaint is made, the facts giving rise to the complaint, supported by documents, the nature and extent of the loss caused to the complainant and the relief sought from the Insurance Ombudsman. As per Rule 14(3) of the Insurance Ombudsman Rules, 2017, the complaint to the insurance ombudsman can be made if the complainant makes a written representation to Us/Insurer and files the complaint, within one year
 - after the order of the insurer rejecting the representation is received; or
 - after receipt of decision of the insurer which is not to the satisfaction of the complainant;
 - after expiry of a period of one month from the date of sending the written representation to the insurer if the insurer fails to furnish reply to the complainant .
- 2) The Ombudsman shall be empowered to condone the delay in such cases as he may consider necessary, after calling for objections of the insurer against the proposed condonation and after recording reasons for condoning the delay and in case the delay is condoned, the date of condonation of delay shall be deemed to be the date of filing of the complaint, for further proceedings under these rules.
- 3) No complaint before the Insurance Ombudsman shall be maintainable on the same subject matter on which proceedings are pending before or disposed of by any court or consumer forum or arbitrator.

List of Insurance Ombudsman

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

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

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Annexure A

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

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

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

- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Ordinance, 2014 (i.e 26.12.2014).
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Act, 1938, as amended from time to time and only a simplified version prepared for general information. Policy Holders are advised to refer the Insurance Laws (Amendment) Act 2015 notified in the Official Gazette on 23rd March 2015 for complete and accurate details.]

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Section 38, Assignment and Transfer of Insurance Policies

- 1. Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dated 26.12.2014. The extant provisions in this regard are as follows:
- 2. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 3. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Company.
- 4. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 5. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 6. The transfer of assignment shall not be operative as against an company until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the company.
- 7. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 8. On receipt of notice with fee, the company should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the company of duly receiving the notice.
- 9. If the company maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 10. The company may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - · not bonafide or
 - · not in the interest of the policyholder or
 - not in public interest or
 - is for the purpose of trading of the insurance policy.
- 11. Before refusing to act upon endorsement, the Company should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment
- 12. In case of refusal to act upon the endorsement by the Company, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Company.
- 13. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the company; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
- 14. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - (a) where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - (b) where the transfer or assignment is made upon condition that
 - (i) the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - (ii) the insured surviving the term of the policy

Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.

- 15. In other cases, the company shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - may institute any proceedings in relation to the policy
 - obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Ordinance, 2014 shall not be affected by this section.

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

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

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 years from
 - the date of issuance of policy or
 - the date of commencement of risk or
 - the date of revival of policy or
 - the date of rider to the policy

whichever is later.

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

whichever is later.

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

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

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