Individual, Non – Linked, Non-Participating, Savings, Life Insurance Plan

#### 1. Part A

#### 1.1. Welcome Letter

[Name of the policyholder]
Date: dd-mm-yyyy
[Father/husband name]
[Address]
[Mobile no.]
<Policy No> <Sourcing Branch>

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

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

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

This booklet contains your Policy Document along with Business Illustration, other related information and a copy of your Proposal form. Please preserve this document as it would be required if the need arises.

Free look Provision: Please go through the terms and conditions of your Policy very carefully. You have a period of 15 days (30 days if policy is purchased through Distance Marketing channel or Electronic Policies) from the date of receiving your Policy Document to review the terms and conditions. If you disagree with any of those terms and conditions, you have an option to return the policy to the Company for cancellation, stating the reasons for your objection. You shall be entitled to a refund of the premium paid subject only to a deduction of a proportionate risk premium for the period of cover, and expenses incurred by the insurer on medical examination of the proposer and stamp duty charges. For this policy, the applicable free look period is <<15/30>> days.

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

Name	< <valued advisor="">&gt;</valued>	Channel	< <xx>&gt; Code</xx>	< <xxxxx>&gt;</xxxxx>
E-Mail ID	< <valuedadvisor@pnbmetlife< th=""><th>e.co.in&gt;&gt;</th><th>Mobile / Landli</th><th>ne&lt;<xxxxxx>&gt;</xxxxxx></th></valuedadvisor@pnbmetlife<>	e.co.in>>	Mobile / Landli	ne< <xxxxxx>&gt;</xxxxxx>
			No.	

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

Yours Sincerely, PNB MetLife India Insurance Co. Ltd.

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

In case of any queries / concerns, You can reach Us	at	:
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Individual, Non – Linked, Non-Participating, Savings, Life Insurance Plan

Call us at 1800-425-6969 (Toll Free) or 022 - 4179 0300 (8am - 8pm)/ Fax: 022 - 4023 1225

Email Us at indiaservice@pnbmetlife.coo.in

Visit 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

### 1.2. Policy Preamble

# PNB MetLife Guaranteed Goal Plan An Individual, Non-linked, Non-Participating, Savings, Life Insurance Plan

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

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

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

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

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

### 1.3. Policy Schedule

Name of the Plan	PNB MetLife Guaranteed Goal Plan
Nature of the Plan	Individual, Non-linked, Non-Participating, Savings Life Insurance Plan
UIN	117N131V01

Proposal forn	Policy	Date of	Issuing	
number	number	issue	office	

### 1. Details of the Policyholder and Life Assured

Name of Policyholder		Gender	Date of Birth
Name of Life Assured		Gender	Date of Birth
Address of Policyholder			·
Telephone Number			
Mobile Number			
Address of Life Assured			
Age admitted of the Life Assured	<yes no=""></yes>		

Is Joint Life Cover chosen?	< <yes no="">&gt; If 'Yes', the following details to be filled</yes>
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Name of the Second Life		Gender	Date of Birth of Second Life	
Age admitted of the Second Life	<yes no=""></yes>			

### 2. Policy Details

Base Plan	PNB MetLife Guaranteed Goal Plan				
Plan Option	<<"Lumpsum"/"Income + Lumpsum">>	Family Care Benefit	< <yes no="">&gt;</yes>		
Premium Payment Term (Years)		Health Care Benefit	< <yes no="">&gt;</yes>		
Policy Term (Years)		Date of Guaranteed Survival Benefit Payout (chosen)	<< DD1 MM1>>; < <na 1="" for="" option="">&gt;</na>		

Sum assured on Maturity (Rs.)	Premium Payment Mode	Installment Premium (Rs.)	Goods & Services Tax (Rs.)*	Instalment premium including GST (Rs)	Annualised Premium (Rs)

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

### 3. Rider Details

Rider Name	Rider Sum Assured (Rs.)	Policy Term (years)	Premium Paying Term (years)	Installment Premium (Rs.)	Goods & Services Tax (Rs.)*	Instalment premium including GST (Rs)	Annualised Premium (Rs)
< <rider 1="" name="">&gt;</rider>							
< <rider 2="" name="">&gt;</rider>							

### 4. Contract Details

Date of Inception of Policy	< <dd mm="" yy="">&gt;</dd>	Premium Due Date	< <dd mm="" yy="">&gt;</dd>		
Date of Commencement of Risk	< <dd mm="" yy="">&gt;</dd>	Premium Payment Type	<pre>&lt;&lt; Single Premium / Limited Premium&gt;&gt;</pre>		
		Joint Life (if Policy is paying single premium)	< <yes no="">&gt;</yes>		
Policy anniversary date	< <dd mm="" yy="">&gt;</dd>	Last Premium Due Date	< <dd mm="" yy="">&gt;</dd>		
Policy currency	Policy currency INR Total Installment Premium (in of rider(s) premium, any ex premium, taxes & cess)		Rs. <<>>		
If Lumpsum Option is opted, refer th	is section:				
Maturity Date	< <dd mm="" yy="">&gt;</dd>	Guaranteed Maturity Benefit	Rs. << >>		
If Income + Lumpsum Option is opted, refer this section:					
Guaranteed Survival Benefit Start Date	<< DD1 MM1 YYY>>	Guaranteed Survival Benefit End Date/ Maturity Date	<< DD1 MM1 YYY>>		

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Mode of Survival Benefit Payout	< <yearly half-<br="">yearly/ Quarterly/ Monthly&gt;&gt;</yearly>	Guaranteed Survival Benefit payable every period	Rs. << >>
Maturity Date	< <dd mm="" yy="">&gt;</dd>	Guaranteed Maturity Benefit	Rs. << >>

<ol><li>Details of Agent/Intermedi</li></ol>
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Name	
License/Registration number	
Phone number	
Address	
Email address	

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

Name(s) of the Nominee	Relationship with Life Assured	Age	Gender	Share(s) %
1) < <name offnominee="">&gt;</name>	< <relation>&gt;</relation>			< <percentage>&gt;</percentage>
2)				
3)				
4)				

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

Appointee name	Relationship with Nominee	Age	Gender
< <name appointee="" off="">&gt;</name>	< <relation>&gt;</relation>	< <age>&gt;</age>	

## 8. E-Policy document

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

**Key Feature Document** 

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Plan Options	Option 1: Lumpsum Option: If this option is in-force, You will receive the Guaranteed Maturity Benefit as Lumpsum at the end of Policy Term.  Option 2: Income+ Lumpsum Option: If this option is in-force, You will receive the Guaranteed Income Payout during the Income Payout Period, along with Guaranteed Maturity Benefit as lumpsum at the end of Policy Term
Death Benefit	In the event of the unfortunate death of the Life Assured during the Policy Term provided that the Policy is still In-force status on the date of death, the Nominee shall receive Death Benefit and the Policy shall terminate subject to Family Care Benefit being opted.
Survival Benefit	Where Income +Lumpsum option is chosen, on survival of the Life Assured, provided that the Policy is in In-force Status, Guaranteed Survival Benefit as per the terms and conditions of the Policy shall be payable.
Maturity Benefit	On survival of the Life Assured till the Maturity Date, provided that the Policy is in In-force Status, the Guaranteed Maturity Benefit will be payable at Maturity as per the terms and conditions of the Policy.
Family Care Benefit	Where Family Care Benefit is chosen, then on death of Life Assured during the Policy Term, all future Installment Premiums payable (if any) shall be waived off, and the Nominee shall receive the Sum Assured on Death as lumpsum. The policy will continue to accrue benefits and all Survival and Maturity Benefit as per terms and conditions of this policy will be payable to the Nominee.
Health Care Benefit	Where Health Care Benefit option is in force, then all future Installment Premiums payable (if any) shall be waived off on Life Assured being diagnosed with any of 35 listed Critical Illness. The policy will continue to accrue benefits and all Survival, Maturity, Death and Surrender Benefit will be applicable as per terms and conditions of this policy.
Flexibility to choose the Date of Survival Benefit payout	Benefits will be paid on Policy Anniversaries by default. Alternatively, the Policyholder can choose to receive the Guaranteed Survival Benefits on any one date, succeeding the date of issuance, as per their choice.  The date of Guaranteed Survival Benefit Payout specified in the Schedule can be changed before the commencement of payment of Guaranteed Survival Benefit by giving the Company a written notice at least 30 days before the Guaranteed Survival Benefit Payout Start Date. This flexibility is available only if annual mode of Income payout is chosen at inception. This flexibility is not available with Lumpsum option.
Flexibility to accumulate Survival Benefit payout	There is an option with Policyholder to defer Guaranteed Survival Benefit Payouts and accrue them instead by giving the Company a written notice at least 30 days before the next Guaranteed Survival Benefit Payout.  The Policyholder can withdraw the accrued Guaranteed Survival Benefit payouts partly/fully at any point during the Policy Term. If the unpaid Survival Benefits are not taken by the Policyholder during the Policy Term, the same shall be payable along with benefits payable at the time of termination of the Policy on death of the Life Assured, Maturity Date or Surrender of the Policy. This option can be availed when the Policy is in In-force Status or in Reduced Paid-up Status.

# **Key Service Features**

	Nomination shall be allowed as per the provisions of Section 39 of the Insurance Act, 1938 as amended
Nomination	from time to time.

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A!	Assignment shall be allowed under this policy as per the provisions of Section 38 of the Insurance Act,			
Assignment	1938 as amended from time to time.			
	The maximum amount of policy loan that You can avail will be limited to 80% of the Surrender Value of			
Policy Loan	Your Policy at the end of the relevant Policy Year less any unpaid premiums for that year and loan			
	interest accrued.			
	You may opt for any of the following Riders at inception or at any Policy Anniversary during Premium			
	Payment Term. Each Rider shall be subject to the terms and conditions of that Rider:			
	a) PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03) - This rider provides			
	additional protection over and above the Death Benefit under this Policy in the event of the death			
Riders	of the life assured in an Accident.			
	b) PNB MetLife Serious Illness Rider (UIN: 117B021V03) - This rider provides additional			
	protection over and above the Death Benefit under this Policy in the event of the life assured			
	being diagnosed with any of the 10 critical illnesses listed in the rider.			
	Premium payment can be made by cash, cheque, credit card, ECS, online payment, demand draft, and			
Premium Payment	direct debit or any other permissible mode as prescribed by the IRDAI.			
Customer Service No. 1800 425 6969 (Toll-free) or 022-4179 0300(8am-8pm)				
	Visit us www.pnbmetlife.com			
	Email us: indiaservice@pnbmetlife.co.in			
	Write to us:			
	PNB MetLife India Insurance Co. Ltd,			
Grievance Redressal Mechanism	Unit No. 101, First Floor, Techniplex I,			
Mechanism	Techniplex Complex, Off Veer Savarkar Flyover,			
	S.V. Road, Goregaon (West),			
	Mumbai – 400 062, Maharashtra.			
	022 - 4179 0300 (8am -8pm)/ Fax: 022 - 4023 1225			

For detailed benefits, please refer to policy terms and conditions

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# 2. Part B

### 2.1. Definitions applicable to your policy

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

- 1. "Age" means age as on the last birthday; i.e. the age of the Life Assured in completed years as on the Date of Inception of the Policy and is as specified in the Schedule.
- 2. "Annualised Premium" means the premium amount payable in a Policy Year chosen by the Policyholder, excluding the taxes, Rider premiums, underwriting extra premiums and loadings for modal premiums, if any.
- **3. "Appointee"** means the person named in the Schedule to receive payment under this Policy, if the Nominee is a minor at the time payment becomes due under this Policy.
- **4.** "Assignee" means the person to whom the rights, Benefits and liabilities under this Policy are transferred by virtue of an assignment under Section 38 of the Insurance Act, 1938, as amended from time to time.
- **5.** "Assignment" means the process of transferring the rights, Benefits and liabilities to an "assignee". Assignment should be in accordance with the provisions of Section 38 of insurance act, 1938 as amended from time to time.
- **6.** "Benefit Illustration" means an Annexure along with the Schedule that illustrates the premiums, guarantees, returns, benefits and values of the proposed policy. This Benefit Illustration complies with IRDAI Regulations and contains clear disclosure of both guaranteed and non-guaranteed benefits, if any, of the Policy
- 7. "Benefits" means the Death Benefit, Guaranteed Maturity Benefit, Guaranteed Survival Benefit, Surrender Benefit or any other benefit, as the case may be, applicable in the terms and conditions of this Policy
- 8. "Company/Us/We/Our" means PNB MetLife India Insurance Co. Ltd
- 9. "Date of Commencement of Risk" means the date on which the risk under the Policy and Riders, if opted, comes into effect and is as specified in the Schedule. The commencement of risk cover on the Life Assured shall depend on the age of the Life Assured on commencement of the Policy.
- **10.** "Date of Inception of the Policy" means the date on which this Policy is issued after We have accepted the risk under the Proposal form. The Date of Inception of the Policy is specified in the Schedule.
- 11. "Grace Period" means the time granted by Us from the due date for the payment of Installment Premium, without any penalty or late fee, during which time the Policy is considered to be in In-force Status with the risk cover without any interruption, as per the terms & conditions of the Policy. The Grace Period for payment of the Installment Premium is 15 days, where the Policyholder pays the premium on a monthly basis and 30 days in all other modes.
- **12. "Guaranteed Maturity Benefit"** means the Benefit payable on maturity i.e. at the end of the Policy Term, as specified in the Schedule at the inception of the Policy.
- **13.** "Guaranteed Income" means 25% of the Sum Assured on Maturity in case the Schedule specified Income + Lumpsum as the Plan Option.
- **14. "In-force Status"** means a condition during the term of the Policy, wherein the Policyholder has paid all the due premiums under the Policy contract

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- **15.** "Income Payout Period" means the period following the completion of the Premium Payment Term till the Maturity Date chosen at inception of the Policy, over which the Guaranteed Survival Benefit is paid.
- **16. "Installment Premium"** means the amount stipulated in the Schedule and paid at regular intervals (yearly/half yearly/quarterly or monthly mode as shall be applicable) by the Policyholder as consideration for acceptance of risk and Benefits specified as such in the Policy Document
- 17. "IRDAI" means the Insurance Regulatory and Development Authority of India
- **18.** "Lapse" means a condition wherein the Policy has not acquired Surrender Value and the due Installment Premiums have not been paid for at least the first two consecutive Policy Years in full at the end of the applicable Grace Period, as required under the Policy, thereby rendering this Policy unenforceable. No Benefits will be payable when the Policy is in Lapse status. A Policy where premium payment type is single premium as specified in the Schedule will never lapse.
- 19. "Life/Lives Assured" means the person(s), named as such in the Schedule, on whose life, the insurance cover is effected in the terms of this Policy.
- 20. "Maturity Date" means the date specified in the Schedule on which the Maturity Benefit is paid to the Policyholder.
- 21. "Nomination" means the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
- **22.** "Nominee" means the person or persons nominated under Section 39 of the Insurance Act, 1938, as amended from time to time, by the Policyholder, to receive the admissible benefits, in the event of death of the Life Assured
- 23. "Non-Participating" means the Policy does not participate in the profits of the participating fund of the Company
- 24. "Reduced Paid-up/Paid-up status" means a condition during the term of the Policy, wherein the premiums have been paid in full for at least the first 2 consecutive Policy Years, and the remaining due premiums have not been paid, rendering the Policy to continue at a reduced level of benefits, as specified under the Policy.
- **25. "Policy"** means this PNB MetLife Guaranteed Goal Plan Policy, which is the evidence of the contract between PNB MetLife India Insurance Co. Ltd and You.
- 26. "Policy Anniversary" means the start date of every subsequent Policy Year.
- 27. "Policy Document" means this document, which is the evidence of the contract between PNB MetLife India Insurance Co.

  Ltd and the Policyholder
- 28. "Policy Term" means the entire term of the Policy as specified in the Schedule
- 29. "Policy Year" means a period of 12 consecutive months starting from the Date of Inception of the Policy as specified in the Schedule and ending on the day immediately preceding the following anniversary date and each subsequent period of 12 consecutive months thereafter.
- **30.** "Policyholder/ Proposer/You" means the person specified as such in the Schedule or such other person, who may become the holder of this Policy in respect of the terms and conditions of this Policy or by virtue of operation of law. In the event the Proposer is different from the Life Assured, then the Proposer shall be the Policyholder.
- **31. "Premium Payment Term"** means the period or the term of the Policy contract during which the Policyholder is required to pay the Installment Premiums with respect to the Policy, to Us
- **32.** "Prevailing rate of interest" means the applicable rate of interest as declared by the Company from time to time that shall be charged to the Policyholder on specified transactions related to the Policy, as specified under the Policy, subject to approval of the IRDAI.

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- **33.** "Proposal Form" means a form to be filled in by the prospect in written or electronic or any other format as approved by the Authority, for furnishing all Material Information as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
  - Explanation: **Material Information** for the purpose of these regulations shall mean all important, essential and relevant information sought by insurer in the proposal formand other connected documents to enable him to take informed decision in the context of underwriting the risk.
- 34. "Regulation" means rules and guidelines issued by the IRDAI from time to time
- 35. "Revival" means restoration of the Policy, which was discontinued due to the non-payment of Installment Premium, with all the benefits mentioned in the Policy Document, with or without Rider benefits if any, upon the receipt of all the Installment Premiums due and other charges/late fee if any, as per the terms and conditions of the Policy, upon being satisfied as to the continued insurability of the Life Assured/Policyholder on the basis of the information, documents and reports furnished by the Policyholder, in accordance with the Board approved underwriting guidelines.
- **36. "Revival Period"** means a period of 5 consecutive years from the date of first unpaid Installment Premium, during which period the Policyholder is entitled to revive the Policy which was discontinued due to the non-payment of such premium.
- **37.** "Rider" means the rider terms and conditions that are attached to and form a part of the Policy. The Schedule will specify if any Riders are additionally opted and in force under the Policy.
- **38.** "Schedule" means the attached Schedule that provides your Policy Benefits, the terms of the contract and details provided by you, along with all its annexes, issued by us for this Policy. The Schedule also includes any amendments to the attached Schedule which may be issued from time to time.
- **39. "Sum Assured on Death"** is the amount of Benefit payable by Us on death of the Life Assured in accordance with Section 3.2.3 of Part C and depends on the options chosen.
- **40.** "Sum Assured on Maturity" means the amount payable on maturity of the Policy as specified in the Schedule, in accordance with Section 3.2.2 of Part C and is defined as percentage of the Annualised Premium. The Sum Assured on Maturity may vary depending on the Age, Premium Payment Term and the Policy Term.
- 41. "Surrender" means the complete withdrawal/termination of the Policy in its entirety by the Policyholder.
- **42. "Surrender Value"** means an amount, if any, that becomes payable in case of surrender, in accordance with the terms and conditions of the policy.
- **43. "Total Premiums Paid"** means the total premiums received by Us excluding any extra premium, the premiums paid towards the Riders, if any, and applicable tax and cess.

44.	"You/Your"	means	the	Policyholder	named	in	the	Schedule
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### 3. Part C

### Policy Features, Benefits & Premium Payment Conditions

## 3.1. Policy Features

PNB MetLife Guaranteed Goal Plan is an Individual, Non-linked, Non-participating, Savings, Life Insurance plan that offers assured Benefits on death, survival and maturity as listed below. The Benefits will be payable subject to the terms and conditions of this Policy, including the Premium Payment Conditions mentioned in this document.

#### 3.2. Policy Benefits

- **3.2.1.** Guaranteed Survival Benefit On survival of the Life Assured, provided that the Policy is in In-force Status and all due Installment Premiums have been received in full by Us, the following benefit will be payable in accordance with the Plan Option in force under the Policy as specified in the Schedule:
  - (i) Lumpsum Option No survival benefit will be payable during the Policy Term.
  - (ii) Income + Lumpsum Option On survival of the Life Assured until the end of the Premium Payment Term, provided that the Policy is in In-force Status and all due Installment Premiums have been received in full by Us, Guaranteed Survival Benefit will be payable on each Policy Anniversary, through the Income Payout Period, provided the Life Assured is alive on the due date of each such installment.

Guaranteed Survival benefit payable in each Policy Year will be sum of -

- a. Guaranteed Income
- b. Sum of accrued Guaranteed Additions divided by Income Payout Period (years),
- c. Wealth Additions

### Wherein,

- Guaranteed Additions = 5% of Total Annualised Premium paid till date, will accrue to the Policy at each Policy Anniversary during Premium Payment Term, provided the Policy is in In-force Status
- Wealth Additions will accrue to Policy at each Policy Anniversary after the Premium Payment Term provided the Policy is in-force and all due Installment Premiums have been paid. Wealth Addition = Wealth Addition Rate as mentioned in table below multiplied by Total Annualised Premium paid till date.

PPT PT Wealth Addition Rate per 1000 T	otal Premiums paid
--	--------------------

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	5	37.50
	7	35.00
Single	10	33.33
Premium	12	32.73
	15	32.14
	20	31.58
	10	60.00
5	12	51.43
	15	45.00
7	12	72.00
	15	56.25
	20	46.15
	15	90.00
10	20	60.00
	25	50.00
	20	75.00
12	25	57.69
	30	50.00

### 3.2.1.1. Flexibility to choose mode of Income Payout

The Policyholder will receive the Guaranteed Survival Benefit under Income + Lumpsum Option as per the mode chosen at Inception of Policy and specified in the Schedule. The amount of Guaranteed Survival Benefit shall be as given below:

Income Payout Frequency	Income Payout Factor
Annual	100% of Annual Income
Half-Yearly	97% of Annual Income x 1/2
Quarterly	96% of Annual Income x 1/4
Monthly	95% of Annual Income x 1/12

The Policyholder may submit request to alter Income Payout Frequency at any time during the policy term. Alteration in the Income Payout Frequency will be applicable only from next policy anniversary.

### 3.2.1.2. Flexibility to choose the date of benefit payout:

The Guaranteed Survival Benefit under Income +Lumpsum Option by default are payable on the Policy Anniversary. Alternatively, the Policyholder may receive the Benefits on the chosen date Guaranteed Survival Benefit payout as specified in the Schedule.

The date of Guaranteed Survival Benefit Payout specified in the Schedule can be changed before the commencement of payment of Guaranteed Survival Benefit by giving the Company a written notice at least 30 days before the Guaranteed Survival Benefit Payout Start Date. The chosen date of receiving the Guaranteed Survival Benefit payout must be before the date of immediately succeeding Policy Anniversary.

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The Guaranteed Survival Benefit shall be accumulated monthly at Reverse Repo Rate published by RBI on its website. This rate will be reviewed at the beginning of every month and will be aligned with latest Reverse-Repo Rate published on RBI's website. Such accumulated Guaranteed Survival Benefit shall be subsequently paid on the chosen date of Guaranteed Survival Benefit payout as accepted by the Company in writing. This flexibility is available only if annual mode of Income payout is chosen at inception. This flexibility is not available with Lumpsum option.

#### 3.2.1.3. Flexibility to accumulate Survival Benefit:

At any point during the Policy Term, the Policyholder shall have an option to defer the Guaranteed Survival Benefit(s), arising out Guaranteed Income under Income + Lumpsum Option, if applicable, and accumulate them instead by giving the Company a written notice at least 30 days before the subsequent Guaranteed Survival Benefit Payout.

The accrued Guaranteed Survival Benefit will be accumulated monthly at Reverse Repo Rate published by RBI on its website and this rate will be reviewed at the beginning of every month and will be aligned with latest Reverse-Repo Rate published on RBI's website.

The Policyholder can withdraw from the accumulated Guaranteed Survival Benefit, partly/fully at any point during the Policy Term by giving the Company a written notice. If the unpaid Guaranteed Survival Benefits are not taken by the Policyholder during the Policy Term, the same shall be payable along with benefits payable at the time of termination of the Policy on death of the Life Assured, Maturity Date or Surrender of the Policy. This option can be availed when the Policy is in In-force Status.

The Policyholder can choose to opt in or opt out of this option at any point during the Policy Term by giving the Company a written notice at least 30 days before the next Guaranteed Survival Benefit Payout.

**3.2.2.** Guaranteed Maturity Benefit - On survival of the Life Assured until the end of Policy Term, provided that the Policy is in Inforce Status and all due Installment Premiums have been received in full by Us, the following benefit will be payable in accordance with the Plan Option specified in the Schedule:

**Option 1 -Lumpsum:** On survival of the Life Assured till the Maturity Date, provided that the Policy is in In-force Status, the Guaranteed Maturity Benefit shall be payable.

For Limited Premium policies, Guaranteed Maturity Benefit is defined as sum of -

- a. Sum Assured at Maturity,
- b. Accrued Guaranteed Additions:
- c. Accrued Wealth Additions;

For Single Premium policies, Guaranteed Maturity Benefit is defined as sum of -

- a. Sum Assured at Maturity,
- b. Accrued Wealth Additions;

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**Option 2 – Income + Lumpsum Option:** On survival of the Life Assured till the Maturity Date, provided that the Policy is in In-force Status, the Guaranteed Maturity Benefit shall be paid which is equal to Sum Assured on Maturity.

#### 3.2.3. Death Benefit

In the event of the unfortunate death of the Life Assured (Lives Assured) during the Policy Term provided that the Policy is still In-force Status on the date of death of Life Assured, and all due Installment Premiums are received in full by Us, the Nominee shall receive Death Benefit which is Sum Assured on Death and the Policy shall immediately and automatically terminate.

For Policies paying Limited premium, Sum Assured on Death is higher of 10 times of Annualised Premium or 105% of Total Premiums Paid up to the date of death of Life Assured.

For Policies paying single premium, Sum Assured on Death:

- a) Where joint life option is chosen as specified in the Schedule:
  - i. In case of first death: 1.25 times of single premium will be payable
  - ii. In case of second death: 10 times of single premium will be payable

The policy will continue after First Death and shall terminate with the payment of Benefit on Second Death.

b) Where single life option is chosen as specified in the Schedule: 1.25 times single premium will be payable. The policy terminates with the payment of Sum Assured on Death.

If at the time of death of Life Assured is a minor, Death Benefit shall be paid to the Proposer of the Policy.

Except for policies where Family Care Benefit is chosen or Joint Life cover is opted, the death benefit shall be higher of the Sum Assured on Death or the Surrender Benefit payable at date of death.

### 3.2.3.1. Family Care Benefit

Where Family Care Benefit option is in force under the Policy and as specified in the Schedule, then on death of Life Assured during the Policy Term, all future Installment Premiums payable (if any) shall be waived off, and the Nominee shall receive the Sum Assured on Death as lumpsum. The Policy continues to accrue all benefits, and all future Guaranteed Survival Benefits and Guaranteed Maturity Benefit as defined above in 3.2.1. and 3.2.2. respectively, shall also be payable to the Nominee.

The Policy cannot be surrendered once waiver of premium is triggered on death of Life Assured.

Family Care Benefit option shall not be available to Single Premium Policies and Policies. sourced through POSP.

### 3.2.4. Health Care Benefit

Where Health Care Benefit option is in force and as specified in the Schedule, then in the event of the Life Assured being diagnosed to be suffering from any of the Critical Illnesses listed in Appendix A, while the Policy is in In-force Status, all the future Installment Premiums that would otherwise have been payable under the Policy for the remainder of the Premium Payment Term shall be waived off. Guaranteed Survival Benefits, Guaranteed Maturity Benefit shall continue to be payable

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under the Policy on the scheduled date of payment as specified in the Schedule. The Policy will not terminate with waiver of premium being triggered under Health Care Benefit. The Policy will function as a fully Paid-up Policy.

In the event of the death of the Life Assured where Health Care Benefit is in force (as specified in Schedule), provided that the Policy is in In-force Status on the date of death, Sum Assured on Death as defined in section 3.2.3 will be payable to the Nominee and the Policy shall immediately and automatically terminate.

Health Care Benefit option will not be available to Single Premium policies and Policies sourced through POS.

### The Health Care Benefit shall be applied subject to the following -

- The Critical Illness is contracted by the Life Assured after the completion of the Waiting Period of 90 days from the later of the Date of Inception of the Policy or the date of the last Revival of the Policy, as applicable.
- If a Critical Illness is contracted during the Waiting Period, then the total premiums paid shall be refunded and the policy will terminate. We receive written notice of the claim and the specified claim documentation in accordance with Section 6.3 of Part F.

#### 3.3. Other features and benefits

#### 3.3.1. Rider Benefits

You may opt for any of the following Riders at inception of the Policy or at any Policy Anniversary during the Premium Payment Term on written request to Us. Each Rider shall be subject to the terms and conditions of that Rider:

- a. **PNB MetLife Accidental Death Benefit Rider Plus (UIN: 117B020V03)** This Rider provides additional protection over and above the death benefit under this Policy in the event of the death of the Life Assured in an Accident.
- b. **PNB MetLife Serious Illness Rider (UIN: 117B021V03)** This Rider provides additional protection over and above the Death Benefit under this Policy in the event of the Life Assured being diagnosed with any of the critical illnesses listed in the Rider.

The Schedule will specify the Rider in force under the Policy, and payments under the Rider(s) shall be subject to the following conditions:

- I. For Policies where Family Care Benefit or Health Care Benefit is in force, no waiver of premium benefit shall be applicable on the premium payable towards the Rider.
- II. The sum assured under the Rider(s) shall be subject to Sum Assured on Death of the Policy.
- III. Total premium for all non-health riders put together shall be subject to maximum of 30% of the premium of the Base Policy.
- IV. Total premium for all health Riders put together shall be subject to a ceiling of 100% of the total premium under the Base Policy.
- V. The Rider premium payment term should be equal to the outstanding Premium Payment Term of the Policy.
- VI. Riders shall not be available under the Policy if the term of Rider exceeds the Policy's outstanding Policy Term.

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- VII. When the Policy is in Paid-up Status, Lapsed status, surrendered or forfeited, the Rider attached to the Policy will also automatically and immediately terminate. For more details on the Rider benefits, features, terms and conditions, please refer to the Rider terms and conditions carefully or contact Your insurance advisor.
- VIII. Rider shall not be offered for policies sourced through POSP.

### 3.4. Premium Payment Conditions

#### 3.4.1. Payment of Premium

- (a) Premiums are payable for the entire Premium Payment Term for Limited premium policies
- (b) You must pay the Installment Premiums on or before the due date specified in the Schedule.
- (c) For Limited premium policies, the available premium payment modes under the Policy are annual, half yearly, quarterly and monthly
- (d) All taxes, cesses, surcharge and other levies, whether existing now or introduced in the future, will be levied, as and when applicable, on the Installment Premiums to be paid by you
- (e) Collection of advance premium shall be allowed in this Policy provided due Installment Premiums are collected in the same financial year. However, where the premium due in one financial year is being collected in advance in earlier financial year, we will accept the same for a maximum period of 3 months in advance of the due date of that Installment Premium.

### 3.4.2. Alteration of the Premium payment mode

You may change the premium payment mode provided You give Us a written request. The change in frequency will be applied only from the Policy Anniversary following the date of Your request. Future Installment Premiums payable shall be revised such that Benefits under the Policy remain unchanged. Change in frequency will not be applicable for Single premium policies.

#### 3.4.3. Grace Period

Installment Premium that is not received in full by Us by its due date may be paid in full during the Grace Period. Upon the Life Assured's death during the Grace Period, the Death Benefit shall be payable in accordance with clause 3.2.3 after deduction of due premium. During the Grace Period, the risk on the life of the Life Assured will continue to be covered.

#### 3.4.4. Rider Premium

Riders will be available, on payment of additional premium over and above the Base Premium provided conditions on riders (entry age, Policy Term, Premium Payment Term, Sum Assured) are satisfied. Rider premium should be paid on the due date or within the grace period. The mode of rider premium payment shall be same as the mode of premium payment under the Base Plan. The rider premium payment term will be either equal to or lower than the premium payment term of the Base Plan.

#### 3.4.5. Premium mode loading / Modal Factors

You may opt to pay premiums by Single, Yearly, Half Yearly, Quarterly or Monthly mode subject to the minimum Single Premium/ Annualised Premium under each mode. Modal factors shall be used to derive the Annualised Premium. In case a

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mode other than annual is chosen then the Annualised premium is equal to (Installment premium / modal factor). Modal Factors on premium will be applicable as per the table below:

Premium Paying Mode	Modal Factors
Annual	1
Half Yearly	0.5131
Quarterly	0.2605
Monthly	0.0886



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#### 4. Part D

### **Policy Servicing Conditions**

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

### 4.1. Free Look Period

The Policyholder has a free look period of 15 days from date of receipt of the Policy Document and period of 30 days in case of electronic policies and policies obtained through distance mode, to review terms and conditions of the policy and where the Policyholder disagrees to any of those terms or conditions, (s)he has the option to return the Policy to Us for cancellation, stating the reason for his objection, then (s)he shall be entitled to a refund of the premium paid subject only to a deduction of a proportionate risk premium for the period of cover and expenses incurred by Us on medical examination of the proposer and stamp duty charges.

### 4.2. Policy loan

After a Surrender Value has been acquired under the Policy and if the Policy is in In-force Status, then We may permit You to take a loan under the Policy provided that:

- (a) The proposed loan amount does not exceed 80% of the Surrender Value at the end of the current Policy Year less any unpaid Premiums for that Policy Year and loan interest (if any) accrued to the end of that Policy Year;
- (b) The Policy is assigned to Us absolutely and without any conditions to the extent of the outstanding loan amount. It is understood and agreed that, subject to the provisions of Section 38 and 39 of the Insurance Act 1938, as amended from time to time, this assignment will cancel all nominations and other assignments in force at the time, to the extent of the outstanding loan and interest.

### **4.2.1** If a loan is granted to You, then it is agreed and understood that:

- You shall re-pay the loan in the manner and in the amounts specified by Us at the time of disbursement of the loan; The rate of interest to be charged will be reviewed at the beginning of each year. The rate of interest to be charged on loans that will be taken up during the financial year is taken as the 10 Year G-Sec rate as on 1st of April plus 250 basis points. Such interest rate will be rounded up to the nearest 50 basis points and will continue till respective loan amount and interest thereof is received by Us. However, under special circumstances where the prevailing 10 Year G-Sec rate is changing in excess of 200 basis points from the 10 Year G-Sec rate used for determining the existing interest rate; the company shall review the rate of interest based on the prevailing 10 Year G-Sec rate. Currently, the Company charges a rate of interest of 9% p.a. compounded annually on outstanding policy loan. The Company shall review the formula for determining rate of interest to be charged on outstanding loan and reserves the right to change this, subject to prior approval from IRDAI.
- (b) Interest on the loan is due at the end of each Policy Year. If the interest amount is not received in full within 30 days of it becoming due, the interest amount will be added to the loan principal amount. The revised loan principal amount (as on the due date of the interest amount) will bear interest at the same rate as the original loan principal;
- (c) You may take any additional loan under the Policy in accordance with this provision provided that the proposed loan amount and the existing loan principal cumulatively do not exceed 80% of the Surrender Value at the end of the

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current Policy Year less any unpaid Premiums for that Policy Year and Ioan interest (if any) accrued to the end of that Policy Year.

- (d) If the Life Assured dies before all outstanding loan amounts have been received by Us, then We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Death Benefit payable under the Policy.
- (e) If the outstanding loan amounts have not been received by Us by the Surrender Date or Maturity Date, We will deduct an amount equal to the outstanding loan amount plus the interest due thereon from the Guaranteed Maturity Benefit or Surrender Benefit payable under the Policy.
- (f) Where the loan outstanding including interest exceeds 90% of the surrender value for a reduced paid-up policy, then the policy will be foreclosed and the policyholder will be paid the surrender value less loan outstanding including interest. Where the policy is in-force (premium paying) and the outstanding policy loan balance at any time is equal to or exceeds the then prevailing surrender value, then the policy shall not be terminated. In such cases we shall send a notice, 90 days in advance, to policyholder to repay the loan amount along with the interest. If he does not repay the loan or fail to respond to the notice within 90 days of the date of issuance of such notice, we shall foreclose the policy.

#### 4.3. Premium Discontinuance

If you discontinue paying Installment Premium, Your Policy will be Lapsed or become Paid-Up.

#### 4.3.1 Lapse

(a) If all due Installment Premiums for at least the first two consecutive Policy Years are not paid in full, except in case of single premium policies, the Policy shall lapse at the end of the Grace Period and the risk cover, and Rider benefits, if any, will cease immediately and automatically.

The Lapsed Policy can be reinstated within the Revival Period. No Benefits will be payable under the Policy if the Policy is not reinstated in accordance with the provisions stated in Part D.

#### 4.3.2 Reduced Paid-Up Value

If all due Installment Premiums for at least the first two consecutive Policy Years have been received and if a Policy has acquired a non-zero Surrender Value and future due Instalment Premiums are not received, the Policyholder shall have the option to either Surrender the Policy or continue it as a Paid-up Policy with reduced Benefits.

A reduced paid-up policy shall accrue Reduced Wealth Addition at each policy anniversary after the end of premium payment term. No Guaranteed Addition shall accrue once a policy converts to reduced paid-up.

Once the Policy becomes Paid-up Rider benefits (if any), shall cease immediately and automatically after payment of Surrender Value with respect to Rider benefits (if applicable). If Health Care Benefit is opted, no waiver of premium benefit will be applicable as the policy shall be in reduced paid up status.

If the Policyholder does not Surrender the Policy, the following shall be payable during the Paid-up status:

Benefits	Payout
Death Benefit	On death of Life Assured, the Paid-Up Sum Assured on Death shall be payable as a lump sum, and
	the risk cover under the Policy shall terminate immediately and automatically, where Paid-Up Death

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Benefit is defined as:

Paid-up Sum Assured on Death = Sum Assured on Death X(t/n); and

"t" refers the Number of Installment Premiums paid and "n" refers the Number of Installment Premiums payable during the PPT.

Where Family Care Benefit is not chosen, the policy cover terminates with the payment of Paid-up Sum Assured on Death.

Where Family Care Benefit is in-force, then Paid-Up Sum Assured on Death shall be payable as lumpsum to the Nominee. Policy will continue to be in Paid-up status and will receive benefits at maturity as mentioned under Maturity Benefit for Reduced Paid-up Policy below.

Except for policies where Family Care Benefit is chosen or Joint Life cover is opted, the death benefit shall be higher of the Paid- up Sum Assured on Death or the Surrender Benefit payable at date of death.

#### Survival Benefit

No survival benefit is payable if the Policy is in Paid-Up Status.

Where Lumpsum Option is in force under the Policy, and on survival of the Life Assured until Maturity Date, the Guaranteed Maturity Benefit shall be payable as lumpsum. The Guaranteed Maturity Benefit is defined as sum of –

- a. Reduced Paid-up Sum Assured on Maturity\* (if applicable),
- b. Sum of accrued Guaranteed Addition (if any),
- c. Sum of accrued Reduced Wealth addition

Where Income + Lumpsum Option is in force under the Policy, and on survival of the Life Assured till Maturity Date, the Guaranteed Maturity Benefit shall be payable as lumpsum. The Guaranteed Maturity Benefit is defined as sum of –

#### Maturity Benefit

- a. Accumulated value of each Reduced Guaranteed Survival payout at a compound interest rate
  of 4.5% p.a. from the respective due date until Maturity Date,
- b. Reduced Paid-up Sum Assured on Maturity

Where.

Reduced Paid-up Sum Assured on Maturity = Sum Assured on Maturity x(t/n);

Reduced Paid-up Guaranteed Survival Payout = Guaranteed Income x (t/n) + Sum of all Accrued Guaranteed Additions / Income Payout Period + Reduced Wealth Addition.

Reduced Wealth Addition = 75% x Wealth Addition Rate x Total Annualised Premium paid till date

And, "t" refers the number of Installment Premiums paid and "n" refers the number of Installment Premiums payable during the Premium Payment Term.

The policy cover terminates with the payment of reduced maturity benefit as applicable for Paid-up Policy at maturity date.

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#### 4.4. Surrender

For limited premium policies: If all due Installment Premiums have been received for at least two consecutive Policy Years, the Policy shall acquire a Guaranteed Surrender Value.

For Single Premium policies, Surrender Value will be acquired immediately on Date of Commencement of Risk.

The Policy will automatically terminate on payment of Surrender Value. The Surrender Value payable shall be higher of Guaranteed Surrender Value and Special Surrender Value as given below:

### **Guaranteed Surrender Value:**

GSV = {GSV Factor multiplied by Total Premiums Paid, plus; GSV Factor on Guaranteed Additions and Wealth Additions multiplied by (Sum of accrued Guaranteed Additions and accrued Wealth Additions) less; Survival Benefits (as applicable) already paid till the date of Surrender}; subject to a minimum value of zero.

The GSV Factors are as mentioned below:

### For Limited Premium policies:

Policy Term→	10	12	15	20	25	30
Policy Year of Surrender↓						
1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
3	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%
4	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
5	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
6	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
7	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
8	70.00%	60.00%	55.71%	53.33%	52.35%	51.82%
9	90.00%	70.00%	61.43%	56.67%	54.71%	53.64%
10	90.00%	80.00%	67.14%	60.00%	57.06%	55.45%
11	0.00%	90.00%	72.86%	63.33%	59.41%	57.27%
12	0.00%	90.00%	78.57%	66.67%	61.76%	59.09%
13	0.00%	0.00%	84.29%	70.00%	64.12%	60.91%
14	0.00%	0.00%	90.00%	73.33%	66.47%	62.73%
15	0.00%	0.00%	90.00%	76.67%	68.82%	64.55%
16	0.00%	0.00%	0.00%	80.00%	71.18%	66.36%
17	0.00%	0.00%	0.00%	83.33%	73.53%	68.18%
18	0.00%	0.00%	0.00%	86.67%	75.88%	70.00%
19	0.00%	0.00%	0.00%	90.00%	78.24%	71.82%
20	0.00%	0.00%	0.00%	90.00%	80.59%	73.64%
21	0.00%	0.00%	0.00%	0.00%	82.94%	75.45%
22	0.00%	0.00%	0.00%	0.00%	85.29%	77.27%
23	0.00%	0.00%	0.00%	0.00%	87.65%	79.09%
24	0.00%	0.00%	0.00%	0.00%	90.00%	80.91%

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25	0.00%	0.00%	0.00%	0.00%	90.00%	82.73%
26	0.00%	0.00%	0.00%	0.00%	0.00%	84.55%
27	0.00%	0.00%	0.00%	0.00%	0.00%	86.36%
28	0.00%	0.00%	0.00%	0.00%	0.00%	88.18%
29	0.00%	0.00%	0.00%	0.00%	0.00%	90.00%
30	0.00%	0.00%	0.00%	0.00%	0.00%	90.00%

### For Single Premium policies:

Policy Year of Surrender	1	2	3	4	>=5
GSV Rates	75.0%	75.0%	75.0%	90.0%	90.0%

The details of GSV Premium Factors and GSV Factors for Guaranteed Additions and Wealth Additions can be downloaded from our website www.pnbmetlife.com.

### Special Surrender Value (SSV):

The SSV shall be equal to the GSV for first 5 Policy Years . From the 6th Policy Year onwards, SSV will be computed as described below. Special Surrender Value is the Surrender Value specified by Us on receipt of a written request for Surrender and shall be calculated on the following approach using Special Surrender Value Factors:

SSV = {(Reduced Paid-up Sum Assured on Maturity plus; Reduced Paid-up Total Guaranteed Income, if any plus; Sum of Accrued Guaranteed Additions and Accrued Wealth Additions less; Survival Benefit (as applicable) till date of Surrender)} x SSV Factors

Where,

Reduced Paid-up Sum Assured = Sum Assured at Maturity X (Number of Instalment Premiums paid/ Number of Instalment Premiums payable during the Premium Payment Term);

Reduced Paid-up Total Guaranteed Income = Sum of all the Guaranteed Income to be paid during the policy term x (Number of Instalment Premiums paid/Number of Instalment Premium Payment Term)

SSV is not guaranteed and the Company can change the SSV factors at any time during the Policy Term, subject to prior approval from IRDAI.

## 4.5. Policy Revival

A Policy that has Lapsed or that has been converted to a Paid-up Policy in accordance with Section 4.3 may be revived during the Revival Period by giving Us written notice to revive the Policy, provided that:

- i. The arrears of Instalment Premiums along with interest at prevailing rate of interest, if any, are received by Us in full.
- ii. The Company may change this revival interest rate from time to time. Currently, the Company charges 8.00% compounded annually . interest on revivals.
- iii. The rate of interest is calculated as the 10 Year G-Sec rate as on 1st of April plus 50 basis points, rounded up to the nearest 50 basis points. The Company will review the rate on an annual basis in April based on the prevailing 10 Year G-Sec rate. However, under special circumstances where the prevailing 10 Year G-Sec rate is changing

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in excess of 200 basis points from the G-Sec rate used for calculating the current interest rate, the company shall review the interest rate based on the prevailing 10 Year G-Sec rate.

- iv. This formula will be reviewed annually and only altered subject to prior approval of IRDAI.
- v. The Revival of the Policy will be subject to Board approved underwriting policy. A surrendered Policy cannot be revived.
- vi. The Company may revive the Lapsed Policy by imposing such extra premium as it deems fit as per the Board approved underwriting policy.
- vii. In the event of Revival of the Policy as per terms and conditions stated above, Guaranteed Additions and Wealth Additions corresponding to all the Installment Premiums received on Revival shall accrue in the Policy as if the Policy had continued without any break.
- viii. Process as stated herein shall be followed with respect to benefit payouts:

Revival during PPT: All Benefit payouts shall be made when due as if the Policy had continued without any break.

**Revival after PPT**: The Sum of all due Guaranteed Survival Benefit Payouts (if applicable) till the date of revival will be paid as lumpsum upon Revival of the Policy. The other benefits which fall due subsequently in the Policy Term shall be paid as and when due.

### 4.6. Termination of the Policy

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

- a. On payment of Freelook cancellation amount.
- b. The date of payment of Surrender Value.
- c. At the expiry of the Revival Period, if the Policy has not been revived and provided the said Policy has not been converted into a Reduced Paid-Up Policy in accordance with clause 4.3.2
- d. On payment of the Death Benefit (except where Family Care Benefit is in force) or Guaranteed Maturity Benefit, as applicable.
- e. On return of eligible premium/Surrender Value under suicide clause.

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5. Part E

Not applicable



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#### 6. Part F

#### **General Terms & Conditions**

The following general terms and conditions are applicable to Your Policy. If You wish to change the nomination or assign the Policy or update Your/Nominee's address or other contact details in Our records, You should do so only through the forms prescribed by Us for these purposes. These forms are available at Our offices or may be obtained from Your financial advisor or can be downloaded from Our website www.pnbmetlife.com

#### 6.1. Nomination

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

# **6.2.** Assignment

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

### 6.3. Claims Procedure - Death Benefit

#### Option 1 & Option 2 with & without Family Care option, where Health Care option is not chosen:

In order to make a claim for the Death Benefit under this Policy, it is mandatory that the Claimant furnishes Us with all of the information and documentation We request, including but not limited to:

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

### Option 1 & Option 2, where Health Care option is chosen:

In order to make a claim for the Death Benefit under this Policy, it is mandatory that the Claimant furnishes Us with all of the information and documentation We request, including but not limited to:

- (a) The original Policy Document;
- (b) The claim form prescribed by Us, duly completed;
- (c) Evidence of date of birth if We have not admitted age;
- (d) Proof of title to the Policy where applicable;

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- (e) Medical report confirming the occurrence of Critical Illness which is acceptable to Us;
- (f) All past and present medical records (such as discharge summary, daily records and investigation test reports), if available;
- (g) FIR, police inquest, final police report, if applicable;
- (h) Original or a certified copy of the death certificate showing the circumstances and cause and the date of death, if applicable;
- (i) A copy of the claimant's photo identification proof, address proof and bank account details, if not provided earlier;
- (j) Nominee / Appointee/legal heir identification and address proof, if applicable;
- (k) Attending consultant's statement confirming occurrence of the Critical Illness;
- (I) Any other necessary documentation or information, We request.

Furnishing of the above information and documentation is a condition precedent for Us to pay a claim under this Policy. We request the claimant shall submit all the above documents within 45 days of the occurrence of the claim incidence. We shall consider submission of the above documents beyond 45 days but not later than 90 days from the occurrence of the claim incidence if there are valid reasons for such a delay on the Claimant's part.

### 6.4. Maturity Benefit Payout Procedure

We will not be obliged to make any payment of the Guaranteed Maturity Benefit unless and until we have received all of the information and documentation we request, including but not limited to, the original Policy document.

#### 6.5. Taxation

The tax benefits on the Policy shall be as per the prevailing tax laws in India and amendments thereto from time to time. In respect of any payment made or to be made under or in relation to this Policy, We will deduct or charge or recover taxes including goods and service tax and other levies as applicable at such rates as notified by the government or such other body authorized by the government from time to time. Tax laws are subject to change.

### 6.6. Currency & Place of Payment

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

#### 6.7. Fraud and Misstatement

Fraud and Misstatement 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 as a part of Annexure A for Your reference.

### 6.8. Exclusion

**6.8.1. Suicide exclusion**: If the Life Assured's death is due to suicide within twelve months from the Date of Commencement of Risk or from the Date of Revival of the Policy as applicable, the Nominee of the Policyholder shall be entitled to receive at least 80% of the Total Premium Paid and received by Us till the date of death of the Life Assured or Surrender Value

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available as on the date of death of the Life Assured, whichever is higher, provided the Policy is in In-force Status. We shall not be liable to pay any interest on this amount.

- **6.8.2.** Waiting Period for policies sourced through POSP: For policies sourced through Point of Sales Persons (POSP), a Waiting Period of 90 days will be applicable from the Date of Inception of the Policy as specified in the Schedule.. In the event of death of the Life Assured during the Waiting Period, 100% of Total Premiums Paid shall be payable to the Nominee and the Policy will immediately and automatically terminate. The Waiting Period will not be applicable in case of death due to accident.
- 6.8.3. Exclusions applicable for Health Care Benefit: All the applicable exclusions have been mentioned in Appendix 1 Definitions of 35 Critical Illnesses applicable for Health Care Benefit under Exclusion of Critical Illnesses (35 conditions).

# 6.9. Proof of Age

Subject to Section 45 of the Insurance Act 1938, as amended from time to time if the actual age of the Life Assured differs from the Age stated in the Proposal form then:

- a. If the actual age of Life Assured proves to be higher than what is stated in the Proposal form, the Sum Assured on Death will be adjusted to that which would have been purchased by the amount of premium paid, had the Age been correctly stated. The Policy will continue to be in In-force Status;
- b. If the actual age proves to be lower than what is stated in the Proposal form, the premium paid in excess will be refunded to you without interest or may be adjusted towards future Installment Premium. The Policy will continue to be in In-force Status.
- c. If the Life Assured's actual age is such that it would have made him/her ineligible for the insurance cover stated in the Policy, We reserve the right to take such action as may be deemed appropriate including cancellation of the Policy upon payment of the Surrender Value.

### **6.10.** Vesting on attaining Age of majority

If the Policy has been issued on the life of a minor, the Policy will automatically vest in him/her on his/her attaining majority (eighteen years) and thereafter the Life Assured would be the Policyholder and the Company shall enter into all correspondence directly with him/her. Any assignment or nomination of the Policy contrary to this provision would be null and void against Us.

#### **6.11.** Loss of the Policy Document

If the original Policy Document is lost or destroyed, a duplicate policy document shall be issued upon receipt of a written request from the policyholder subject to submission of affidavit-cum-indemnity in the format prescribed by the Company on stamp paper of value of Rs. 200. Upon the issue of a duplicate Policy, the original will cease to have any legal force or effect.

#### 6.12. Policyholder's Rights

To exercise Your rights or options, under this Policy, You should follow the procedures stated in this Policy. If You want to change Your Nominee, change an address or exercise any other options under the Policy, You shall do so only using the forms prescribed for each purpose which are available with Your financial advisor, from Our local office or can be

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downloaded from Our website www.pnbmetlife.com.

### 6.13. Travel, Residence & Occupation

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

# 6.14. Governing Law & Jurisdiction

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

### 6.15. Our Address for Communication

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

PNB MetLife India Insurance Co. Ltd,

Unit No. 101, First Floor, Techniplex I,

Techniplex Complex, Off Veer Savarkar Flyover,

S.V. Road, Goregaon (West),

Mumbai - 400 062, Maharashtra

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#### 7. Part G

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

### 7.1. Grievance Redressal Mechanism

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

#### 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 <a href="www.pnbmetlife.com">www.pnbmetlife.com</a>
- Our nearest PNB MetLife branch across the country

#### Level 2:

In case not satisfied with the resolution provided by the above touch points, or have not received any response within 10 days, You may

- Write to Our Grievance Redressal Officer at <a href="mailto:gro@pnbmetlife.co.in">gro@pnbmetlife.co.in</a> or
- Send a letter to

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, and Your grievances to our grievance redressal officer on the address referred above, who are authorized to review Your queries or complaints or grievances and address the same. Please note that only an officer duly authorized by Us has the authority to resolve Your queries or complaints or grievances. We shall in no way be responsible, or liable, or bound by, any replies or communications or undertakings, given by or received from, any financial advisor or any employee who was involved in selling You this Policy.

### Level 3:

If You are not satisfied with the response or do not receive a response from Us within fifteen (15) days, You may approach the Integrated Grievance Management System (IGMS) on the following contact details:

- Online: You can register Your complaint online at <a href="http://www.igms.irda.gov.in">http://www.igms.irda.gov.in</a>
- 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,

Nanakramguda, Gachibowli, Hyderabad – 500032, Telangana

• By E-mail: E-mail ID: complaints@irdai.gov.in

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• By Phone: 1800 4254 732 (or) 155255

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;
- any partial or total repudiation of claims by Us;
- 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 the Policy after receipt of premium; or
- Any other matter resulting from 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, 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. Per Rule 14(3) of the Insurance Ombudsman Rules, 2017 (Rules), a complaint to the Insurance Ombudsman can be made if the complainant makes a written representation to the Insurer and either the Insurer rejected the complaint or the complainant did not receive any reply within one month after the Insurer received the complaint, or the complainant is not satisfied with the reply given to him by the Insurer. Further, such a complaint to the Insurance Ombudsman can be made and filed, 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 Insurance 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.

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Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	03/10/2019
BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048/26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.	
BHOPAL - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.	
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.	11/09/2019
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	
CHENNAI - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668/24335284	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).	

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Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in		
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	12/09/2019
GUWAHATI - Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	
HYDERABAD - Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	
JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.	
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Emakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.emakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	07/11/2018
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue,	West Bengal, Sikkim,	30/09/2019

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Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
KOLKATA - 700 072. Tel.: 033 - 22124339/22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	Andaman & Nicobar Islands.	
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, 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.	11/09/2019
MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	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.	17/09/2019
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.	09/10/2019
PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth,	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	03/12/2019

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Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
Pune – 411 030. Tel.: 020-41312555 Email: <u>bimalokpal.pune@cioins.co.in</u>		

#### Annexure A

### Section 39, Nomination by policyholder

- 1. Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Ordinance dtd 26.12.2014. The extant provisions in this regard are as follows:
- 2. The policyholder of a life insurance on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 3. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment is to be laid down by the company.
- 4. Nomination can be made at any time before the maturity of the policy.
- 5. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the company and can be registered by the company in the records relating to the policy.
- 6. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 7. A notice in writing of Change or Cancellation of nomination must be delivered to the company for the company to be liable to such nominee. Otherwise, company will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the company.
- 8. Fee to be paid to the company for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 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

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- 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
  - notbonafide 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

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• obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings

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

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



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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 mis-statement of or suppression of material fact are within the knowledge of the company. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the company should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation. However, the payment will be as per IRDAI direction/Regulation/Circular from time to time.
- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the company. The onus is on company to show that if the company had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9. The company can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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

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### Appendix 1 - Definitions of 35 Critical Illnesses applicable for Health Care Benefit

### 1. Cancer of Specified Severity

- I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukaemia, lymphoma and sarcoma.
- II. The following are excluded:
  - i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcino ma in situ of breasts, Cervical dysplasia CIN-1, CIN 2 and CIN-3.
  - ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
  - iii. Malignant melanoma that has not caused invasion beyond the epidermis;
  - iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
  - v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
  - vi. Chronic lymphocytic leukaemia less than RAI stage 3
  - vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
  - viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

#### 2. Open Chest CABG

- I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery (s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II. The following are excluded:
  - i. Angioplasty and/or any other intra-arterial procedures

### 3. Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

#### 4. Myocardial Infarction (First Heart Attack of specific severity)

- I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
  - i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
  - ii. New characteristic electrocardiogram changes
  - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
  - i. Other acute Coronary Syndromes
  - ii. Any type of angina pectoris
  - iii. A rise in cardiac biomarkers or Troponin Tor I in absence of overtischemic heart disease OR following an intraarterial cardiac procedure

### 5. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease- affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

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#### 6. Major Organ/Bone Marrow Transplant

- I. The actual undergoing of a transplant of:
  - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner
- II. The following are excluded:
  - i. Other stem-cell transplants.
  - ii. Where only islets of Langerhans are transplanted.

#### 7. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months

#### 8. Stroke resulting in permanent symptoms

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
  - i. Transient ischemic attacks (TIA)
  - ii. Traumatic injury of the brain
  - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions

### 9. Coma of specified severity

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
  - i. No response to external stimuli continuously for at least 96 hours;
  - ii. Life support measures are necessary to sustain life; and
  - iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

## 10. Surgery of aorta

The actual undergoing of surgery for a disease or injury of the aorta needing excision and surgical replacement of the diseased part of the aorta with a graft.

The term "aorta" means the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra-arterial techniques are excluded

# 11. Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

### 12. End Stage Liver Failure

- Permanent and irreversible failure of liver function that has resulted in all three of the following:
  - i. Permanent jaundice; and
  - ii. Ascites; and
  - iii. Hepatic encephalopathy
- II. Liver failure secondary to drug or alcohol abuse is excluded.

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#### 13. Loss of limbs

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

#### 14. Blindness

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:
  - i. corrected visual acuity being 3/60 or less in both eyes or;
  - ii. the field of vision being less than 10 degrees in both eyes.
- III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

#### 15. End Stage Lung Failure

- I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
  - i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
  - ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
  - iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and
  - iv. Dyspnea at rest

### 16. Major Head Trauma

- I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
- II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
- III. The Activities of Daily Living are:
  - i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
  - ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances:
  - iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
  - iv. Mobility: the ability to move indoors from room to room on level surfaces;
  - v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  - vi. Feeding: the ability to feed oneself once food has been prepared and made available.
- IV. The following is excluded:
  - i. Spinal cord injury:

### 17. Benign Brain Tumor

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
  - Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- III. The following conditions are excluded:
  - i. Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

#### 18. Deafness

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Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure to ne audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.

#### 19. Loss of Speech

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

### 20. Primary (Idiopathic) Pulmonary Hypertension

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

### 21. Motor Neuron Disease with Permanent Symptoms

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

#### 22. Multiple Sclerosis with Persisting Symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Other causes of neurological damage such as SLE are excluded.

#### 23. Apallic Syndrome

- I. A vegetative state is absence of responsiveness and awareness due to dysfunction of the cerebral hemispheres, with the brain stem, controlling respiration and cardiac functions, remaining intact. The definite diagnosis must be evidenced by all of the following:
  - i. Complete unawareness of the self and the environment
  - ii. Inability to communicate with others
  - iii. No evidence of sustained or reproducible behavioural responses to external stimuli
  - iv. Preserved brain stem functions
  - v. The diagnosis must be confirmed by a Consultant Neurologist and the condition must be medically documented for at least one month without any clinical improvement.

#### 24. Bacterial meningitis

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- I. A definite diagnosis of Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by growth of pathogenic bacteria from cerebrospinal fluid culture.
- II. For the above definition, the following are not covered:
  - i. Aseptic, viral, parasitic or non-infectious meningitis

### 25. Cardiomyopathy

- I. A definite diagnosis of one of the following primary cardiomyopathies:
  - i. Dilated Cardiomyopathy
  - ii. Hypertrophic Cardiomyopathy (obstructive or non-obstructive)
  - iii. Restrictive Cardiomyopathy
  - iv. Arrhythmogenic Right Ventricular Cardiomyopathy
- II. The disease must result in at least one of the following:
  - i. Left ventricular ejection fraction (LVEF) of less than 40% measured twice at an interval of at least 3 months.
  - ii. Marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain (Class III or IV of the New York Heart Association classification) over a period of at least 6 months.
  - iii. Implantation of an Implantable Cardioverter Defibrillator (ICD) for the prevention of sudden cardiac death
- III. The diagnosis must be confirmed by a Consultant Cardiologist and supported by echocardiogram or cardiac MRI. The implantation of an Implantable Cardioverter Defibrillator (ICD) must be determined by a Consultant Cardiologist.
- IV. For the above definition, the following are not covered:
  - i. Secondary (ischemic, valvular, metabolic, toxic or hypertensive) cardiomyopathy
  - ii. Transient reduction of left ventricular function due to myocarditis
  - iii. Cardiomyopathy due to systemic diseases
  - iv. Implantation of an Implantable Cardioverter Defibrillator (ICD) due to primary arrhythmias (e.g. Brugada or Long-QT-Syndrome)

### 26. Amyotrophic lateral sclerosis

- I. A definite diagnosis of amyotrophic lateral sclerosis. Should be characterized by muscular weakness and atrophy, evidence of anterior horn cell dysfunction, visible muscle fasciculation, spasticity, hyperactive deep tendon reflexes and exterior plantar reflexes, evidence of corticospinal tract involvement, dysarthric and dysphagia. Appropriate neuromuscular testing such as Electromyogram (EMG) must be present.
- II. The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no chance of recovery.
- III. Activities of Daily Living are:
  - i. Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
  - ii. Getting dressed and undressed the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
  - iii. Feeding oneself the ability to feed oneself when food has been prepared and made available.
  - iv. Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
  - v. Getting between rooms the ability to get from room to room on a level floor.

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- vi. Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.
- vii. The diagnosis must be confirmed by a Consultant Neurologist and supported by nerve conduction studies (NCS) and electromyography (EMG).
- IV. For the above definition, the following are not covered:
  - i. Other forms of motor neurone disease
  - ii. Multifocal motor neuropathy (MMN) and inclusion body myositis
  - iii. Post-polio syndrome
  - iv. Spinal muscular atrophy
  - v. Polymyositis and dermatomyositis

#### 27. Alzheimer's Disease

- I. A definite diagnosis of Alzheimer's disease evidenced by all of the following:
  - i. Loss of intellectual capacity involving impairment of memory and executive functions (sequencing, organizing, abstracting, and planning), which results in a significant reduction in mental and social functioning
  - ii. Personality change
  - iii. Gradual onset and continuing decline of cognitive functions
  - iv. No disturbance of consciousness
  - v. Typical neuropsychological and neuroimaging findings (e.g. CT scan)
- II. The disease must require constant supervision (24 hours daily) [before age 65]. The diagnosis and the need for supervision must be confirmed by a Consultant Neurologist.
- III. For the above definition, the following are not covered:
  - i. Other forms of dementia due to brain or systemic disorders

### 28. Chronic pancreatitis

- I. A definite diagnosis of severe chronic pancreatitis evidenced by all of the following:
  - a. Exocrine pancreatic insufficiency with weight loss and steatorrhoea
  - b. Endocrine pancreatic insufficiency with pancreatic diabetes
  - c. Need for oral pancreatic enzyme substitution
- II. These conditions have to be present for at least 3 months. The diagnosis must be confirmed by a Consultant Gastroenterologist and supported by imaging and laboratory findings (e.g. faecal elastase).
- III. For the above definition, the following are not covered:
  - a. Chronic pancreatitis due to alcohol or drug use
  - b. Acute pancreatitis

# 29. Muscular Dystrophy

- I. A group of hereditary degenerative diseases of muscle characterized by weakness and atrophy of muscle without involvement of the nervous system. The diagnosis must be confirmed by a company appointed Registered Medical Practitioner who is a neurologist based on all the following conditions:
  - i. Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction:
  - ii. Characteristic Electromyogram; or
  - iii. Clinical suspicion confirmed by muscle biopsy.

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- II. The disease must result in a total inability to perform, by oneself, at least 3 out of 6 Activities of Daily Living for a continuous period of at least 3 months with no reasonable chance of recovery.
- III. Activities of Daily Living are:
  - i. Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
  - ii. Getting dressed and undressed the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
  - iii. Feeding oneself the ability to feed oneself when food has been prepared and made available.
  - iv. Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
  - v. Getting between rooms the ability to get from room to room on a level floor.
  - vi. Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.
- IV. The diagnosis must be confirmed by a Consultant Neurologist and supported by electromyography (EMG) and muscle biopsy findings

#### 30. Severe rheumatoid arthritis

- I. A definite diagnosis of rheumatoid arthritis evidenced by all of the following:
  - Typical symptoms of inflammation (arthralgia, swelling, tenderness) in at least 20 joints over a period of 6 weeks at the time of diagnosis
  - ii. Rheumatoid factor positivity (at least twice the upper normal value) and/or presence of anti-citrulline antibodies
  - iii. Continuous treatment with corticosteroids
  - iv. Treatment with a combination of "Disease Modifying Anti-Rheumatic Drugs" (e.g. methotrexate plus sulfasalazine/leflunomide) or a TNF inhibitor over a period of at least 6 months
  - v. Radiographic evidence of bony erosions or loss of cartilage in at least 2 of the following joint areas: fingers, hand, wrist, elbow, cervical spine, knee, ankle, foot
- II. The diagnosis must be confirmed by a Consultant Rheumatologist appointment of Insurance company
- III. For the above definition, the following are not covered:
  - i. Reactive arthritis, psoriatic arthritis and activated osteo arthritis

### 31. Medullary Cystic Disease

- I. A definite diagnosis of medullary cystic disease evidenced by all of the following:
  - i. Ultrasound, MRI or CT scan showing multiple cysts in the medulla and corticomedullary region of both kidneys
  - ii. Typical histological findings with tubular atrophy, basement membrane thickening and cyst formation in the corticomedulary junction
  - iii. Glomerular filtration rate (GFR) of less than 40 ml/min (MDRD formula)
  - iv. The diagnosis must be confirmed by a Consultant Nephrologists.
- II. For the above definition, the following are not covered:
  - i. Polycystic kidney disease
  - ii. Multicystic renal dysplasia and medullary sponge kidney
  - iii. Any other cystic kidney disease

#### 32. Systemic lupus Erythematosus (SLE) with Renal Involvement

I. The Systemic Lupus Erythematosus (SLE) is a systemic autoimmune disease. It can affect any part of the body. The immune system erroneously attacks the body's cells and tissue resulting in inflammation and damage. It can be diagnosed

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by typical laboratory findings and associated symptoms, the so-called butterfly rash being the most known, and has to be treated with corticosteroids or other immunosuppressants.

- II. A definite diagnosis of systemic lupus erythematosus evidenced by all of the following:
  - i. Typical laboratory findings, such as presence of antinuclear antibodies (ANA) or anti-dsDNA antibodies
  - ii. Symptoms associated with lupus erythematosus (butterfly rash, photosensitivity, serositis)
  - iii. Continuous treatment with corticosteroids or other immuno suppressants
- III. Additionally, one of the following organ involvements must be diagnosed:
  - i. Lupus nephritis with proteinuria of at least 0.5 g/day and a Glomerular filtration rate of less than 60 ml/min (MDRD formula)
  - ii. Libman-Sacks endocarditis or myocarditis
  - iii. Neurological deficits or seizures over a period of at least 3 months and supported by cerebrospinal fluid or EEG findings.
  - iv. The diagnosis must be confirmed by a Consultant Rheumatologist or Nephrologists.
  - v. The other form of lupus erythematosus the Discoid lupus erythematosus or sub acute cutaneous lupus erythematosus or a lupus erythematosus that is drug-induced are not covered.

### 33. Aplastic Anaemia

- I. A definite diagnosis of Aplastic anaemia resulting in severe bone marrow failure with anaemia, neutropenia and thrombocytopenia. The condition must be treated with blood transfusions and, in addition, with at least one of the following:
  - i. Bone marrow stimulating agents
  - ii. Immunosuppressant
  - iii. Bone marrow transplantation
- II. The diagnosis must be confirmed by a Consultant Hematologist and evidenced by bone marrow histology.
- III. Temporary or reversible aplastic anaemia is excluded and not covered in this Policy.

### 34. Acute Viral Encephalitis

- I. A definite diagnosis of acute viral encephalitis resulting in a persistent neurological deficit documented for at least 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist and supported by typical clinical symptoms and cerebrospinal fluid or brain biopsy findings.
- II. For the above definition, the following are not covered:
  - i. Encephalitis caused by bacterial or protozoal infections
  - ii. Myalgic or paraneoplastic encephalomyelitis

### 35. Fulminant Viral Hepatitis

- I. A sub massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. The diagnosis must be supported by all of the following:
  - i. A rapidly decreasing liver size as confirmed by abdominal ultrasound;
  - ii. Necrosis involving entire lobules, leaving only a collapsed reticular framework;
  - iii. Rapidly deteriorating liver functions tests
  - iv. Deepening jaundice and
  - v. Development of Hepatic Encephalopathy.
  - vi. Coagulopathy with an international normalized ratio (INR) greater than 1.5
- II. The diagnosis must be confirmed by a Consultant Gastroenterologist appointed by Insurance company.

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- III. For the above definition, the following are not covered:
  - i. All other non-viral causes of acute liver failure (including paracetamol or aflatoxin intoxication)
  - ii. Fulminant viral hepatitis associated with intravenous drug use

#### **Exclusion of Critical Illness (35 Conditions)**

Apart from the disease specific exclusions given along with definitions of diseases above, no benefit will be payable if the critical illness is caused or aggravated directly or indirectly by any of the following:

- I. Pre-existing Disease means any condition, ailment, injury or disease:
  - i. That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
  - ii. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
- II. Any disease occurring within 90 days of the start of coverage (i.e. during the waiting period) or date of reinstatement whichever is later.
- III. External congenital condition.
- IV. Intentional self-inflicted injury, attempted suicide.
- V. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- VI. War, invasion, act of foreign enemy, ho stilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- VII. Taking part in any naval, military or air force operation during peace time.
- VIII. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger or pilot and cabin crew of a recognized airline on regular routes and on a scheduled timetable.
- IX. Participation by the insured person in a criminal or unlawful act with criminal intent.
- X. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee-jumping.
- XI. Nuclear Contamination; the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.