

PNB MetLife Group Secured Gain
Group, Non-Linked, Non-Participating, Savings Life Insurance Plan

Part A
YOUR WELCOME LETTER

[Name of the group policyholder]
[Address]
<Policy No> <Sourcing Branch>

Date :dd-mm-yyyy

Dear [x], (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.

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

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

Free look Provision: Please go through the terms and conditions of your Group Policy very carefully. 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.

All rights of the Group Policyholder under this Policy shall immediately stand extinguished at the cancellation of the Policy.

For this policy, the applicable free look period is <<15/30>> days.

For information on the tax benefits that may apply to your insurance plan, please consult with your tax advisor. Please note that tax benefits are subject to change.

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..

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

Name	Valued Advisor	Code	XXXXXX
E-Mail ID	valuedadvisor@pnbmetlife.co.in	Mobile /Landline No.	XXXXXXXXXX

Wishing you a healthy, secured and a prosperous life.

Yours Sincerely,
PNB MetLife India Insurance Co. Ltd.

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

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Stamp duty of Rs. XXX (Amount in words) paid to Government of Maharashtra through consolidated Stamp Duty via Challan No. XXXXXX

In case of any queries / concerns, You can reach Us at:			
Call us at 1800-425-6969 (Toll Free) Or 91-80-2650-2244 (8 am – 8 pm)	Email Us at indiaservice@pnbmetlife.co.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

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

Part A

GROUP POLICY PREAMBLE

[PNB MetLife Group Secured Gain]
Group, 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 effected on receipt of the contributions and is based on the details in the Proposal Form received together with the other information, documentation and declarations received from You for effecting a life insurance contract on the lives of the persons named in the Group Policy Schedule.

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

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

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

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

GROUP POLICY SCHEDULE

Name of the Plan	[PNB MetLife Group Secured Gain]
Nature of the Plan	[Group, Non-Linked, Non-Participating, Savings Life Insurance Plan]
UIN	[117N132V01]

Proposal number	Group Policy number	Date of issue	Issuing office
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1. Details of the Group Policyholder

Name of Group Policyholder:

2. Group Policy Details

Name and Contact Details of Employer	
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**PNB MetLife Group Secured Gain
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Name of Scheme	
Effective Date of the Group Policy	
Policy Term	
Membership Criteria	
Eligibility Criteria	
Policy Type	<<Defined Contribution/ Defined Benefit>>
Administration	<<Individual/ Pooled>>
Frequency of Interest Credit	<<Annual/ Quarterly>>
Policy Benefit	
Special Provisions (if any)	
Sum Assured per Insured Member	Rs.5000
Policy Currency	INR

3. Details of Agent/Corporate Agent/Intermediary

Name	
License number	
Phone number	
Address	
Email address	

4. Contribution Details

Contribution Amount received	Rs. XXXXX.XX
Frequency of Contribution	

- Contribution amount is as per the funding required based on the extant accounting standard governing the measurement of long term employee benefits. Any Service Tax / Cess applicable on this amount as may be prescribed from time to time will be payable in addition by You.
- Contribution rates are subject to change in accordance with the yearly valuations obtained as written above.

5. Member Details

As submitted with the Scheme Rules / Trust Deed and annexed

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Part B

DEFINITIONS APPLICABLE TO YOUR POLICY

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

1. **Age** means the age of the **Insured Member** as of last birthday.
2. **Bulk Exit**
 - a. If the amount to be paid on total exits during the policy year exceeds 25% of the policy account values as at the beginning of the year, such transactions shall be treated as bulk exits, where exit shall be as per the scheme rules and
 - b. Exit shall mean exit of the member from the group
3. **Contribution** means the amount payable by **You** to Us in accordance with the terms and conditions of this **Group Policy**.
4. **Effective Date of Coverage** means the date of commencement of risk under this **Group Policy** in accordance with the **Scheme Rules**.
5. **Effective Date of the Group Policy** means the date on which the **Group Policy** comes into effect and is as specified in the **Group Policy Schedule**.
6. **Eligible Member** means a person who meets and continues to meet all the eligibility criteria specified in the **Scheme Rules/Trust Deed**.
7. **Employer** means the person or entity named in the **Group Policy Schedule**.
8. **Financial Year** means the period of 12 months starting from 1st April and ending at 31st March.
9. **Fund** means the summary of all **Contributions** received during a **Financial Year** and adjusted for any payout made from this **Fund** subsequently and interest credited from time to time.
10. **Fund Value/ Policy Account Value** means the amount standing to the credit of each **Fund**. Such amount is the sum of all **Contributions** received during a **Financial Year** along with credited interest, if any and adjusted for any payouts made till date, if any.
11. **Group Policy** means this contract of insurance, as evidenced by the **Group Policy Document**.
12. **Group Policy Document** means this document, the **Group Policy Schedule**, the **Proposal Form** and any annexures or tables attached to the **Group Policy** or the **Group Policy Schedule**.
13. **Group Policy Schedule** means the policy schedule set out above that **We** have issued, along with any annexures, tables and/or endorsements, attached to it from time to time.
14. **IRDA of India** means the Insurance Regulatory and Development Authority of India.
15. **Insured Member** means an **Eligible Member** who is an employee of the **Employer** and is covered under the **Group Policy** in accordance with the **Scheme Rules/Trust Deed**.

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16. **Market Value Adjustment** will be applicable for bulk exits and complete surrender. Market value adjustment is calculated using following formula:

$$\text{Maximum of } [0, 1 - \frac{\text{Market value of assets in respect of the policy}}{\text{Policy account value as at the beginning of the year}}]$$

The amount of payout in excess of 25% of policy account value as at the beginning of the year will be subject to Market Value Adjustments (MVA).

17. **Nominee** means the person last nominated by an **Insured Member** (as recorded by **You** and informed by **You** to **Us**) to receive the benefits under this **Group Policy** in the event of the **Insured Member's** death while being covered under this **Group Policy**
18. **Policy Account** means the single account maintained by **Us** under this **Group Policy** to manage the investment in respect of the **Insured** Members on pooled basis
19. **Policy Year** means the one-year period between the **Effective Date of the Group Policy** and every subsequent year thereafter.
20. **Proposal Form** means the proposal form and any other information given to **Us** to decide whether and on what terms to issue this **Group Policy**.
21. **Rider** means the rider terms and conditions that are attached to and form a part of the **Group Policy**. The **Group Policy Schedule** will specify if any **Riders** are available and in force under the **Group Policy**.
22. **Scheme** means the **Employer's** Scheme which is to be administered under this **Group Policy** and is set out in the **Group Policy Schedule**.
23. **Scheme Rules** means the **Employer's** Scheme Rules which are filed with **Us** before the **Effective Date of the Group Policy** or as amended from time to time.
24. **Trust Deed** means the deed governing the **Employer's** Trust which is established to administer the **Scheme**. The Trustees will be named in the **Trust Deed**.
25. **We, Us** or **Our** means PNB MetLife India Insurance Company Limited.
26. **You** or **Your** means the **Group Policyholder** named in the **Group Policy Schedule**.

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Part C

POLICY FEATURES, BENEFITS & CONTRIBUTION PAYMENT CONDITIONS

1. Policy Features

- 1.1. PNB MetLife Group Secured Gain is a Group, Non-Linked, Non-Participating, Savings Life Insurance Plan which offers a comprehensive solution for **Employers** to outsource the fund management of employee benefits like Gratuity, Leave Encashment, Post -retirement medical benefits (PRMBS) and other employee benefit and welfare **schemes** in an effective and integrated manner. These **Schemes** can be in the nature of defined benefits or defined contribution as per **Scheme Rules**.

You can manage the policy as per **Your** requirements (specified in **Scheme Rules**) as per the following options:

- Option 1: Pooled Level
- Option 2: Individual Level

Interest on this **Fund** will be credited by **Us** on a regular basis in the manner described below.

1.2. Crediting Interest to the Fund:

- (a) Interest will be credited on an annual or quarterly basis as opted by the Group Policyholder.
- (b) The interest rate declared will accrue at the end of every financial year or quarter of a financial year as opted by the group policyholder. The interest rate declared will be subject to a minimum rate of 0.1% per annum throughout the policy term.
- (c) The interest rate credited to each **Fund** and expenses charged to such funds shall be in accordance with the Board approved policy for interest rate declaration under group savings products. Interest rates shall be declared in such a way that there shall be no discrimination amongst identical policyholders in terms of fund size. Once declared, interest will also become part of the **Fund**.

2. Policy Benefits:

- 2.1. Policy benefits are payable upon occurrence of any of the exits on account of death, retirement or any other exit or event allowed in accordance with the **Scheme Rules/Trust Deed** as agreed at the inception of the **Group Policy** with group policyholder, the **Company** shall make payments from the **Fund**, subject to availability of such funds, as per the terms of the **Scheme Rules/Trust Deed** applicable to the **Insured Member** who is exiting.
- 2.2. Except for exits or provisions as allowed as per the **Scheme Rules/Trust Deed**, no other withdrawals under the **Group Policy** shall be allowed.
- 2.3. If the **Fund Value** is not sufficient to pay the accrued benefit amount, **You** shall bear the shortfall entirely.
- 2.4. Upon death of the **Insured Member**, In addition to the accrued benefit amount the risk cover benefit of Rs.5,000 will be payable by **Us** as death benefit.
- 2.5. **We** will provide an annual statement of the **Policy Account** at the end of each **Financial Year** containing details of the total **Contributions** made, the Policy Benefits paid out, interest credited to the **Fund** and to **Fund Value**, to **You** free of charge.

3. Contribution Payment Conditions

- 3.1.** The amount of **Contribution** payable as at the **Effective Date of the Group Policy** shall be determined as per the funding required based on the extant accounting standard governing the measurement of long term employee benefits submitted by

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You to Us.

- 3.2.** **Contributions** are payable as per frequency agreed in **Scheme Rules** to ensure adequate funding of liability. **You** shall pay all **Contributions** in respect of all **Insured Members** in full and at the regular intervals specified in the **Group Policy Schedule** and, in respect of **Insured Members** added to the **Group Policy** after the last due **Contribution** has been received, **Contribution** for such **Insured Members** shall be paid along with the addition of the **Insured Member** under the **Group Policy**. In case no Contribution is received, the Policy Benefits shall be paid in accordance with the Scheme Rules and provisions of **section 6, Part D** of this Group Policy.
- 3.3** The **Contribution** toward the **Fund** can be paid in any number of installments as per **Scheme Rules**. All amounts payable to **Us** shall be in Indian Rupees and payable at **Our** Head Office, regional office or any other designated office.

4. Surrender

- 4.1.** If the **Group Policy** is completely surrendered before completion of the first three **Policy Years**, **We** will pay a Surrender Value which is equal to the **Fund Value** of the **Group Policy** after deducting the Surrender Charges calculated in accordance with Part E and the **Market Value Adjustment (MVA)**.
- 4.2.** If the **Group Policy** is surrendered after the completion of three **Policy Years**, **We** will pay a Surrender Value which is equal to the **Fund Value of the Group Policy after deducting the Market Value Adjustment (MVA)**. There is no deduction of Surrender Charge after completion of the third **Policy Year**.

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Part D

GROUP POLICY SERVICING CONDITIONS

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

1. Free Look Period

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

2. Group Policy Renewal

This **Group Policy** shall be automatically renewed at the end of each Policy Year, as long as there is adequate Fund to recover charges and settle the Group Policy claims. Subsequent Contributions if any are to be made in accordance with the Scheme Rules./Trust Deed

3. New Members Addition

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

4. Loan

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

5. Claims Procedure

- 5.1. It is mandatory that the Claimant furnishes **Us** with all of the information and documentation **We** request, including but not limited to as mentioned below:

5.2. Death Claim

- a) **The claim form prescribed by Us, duly completed;**
- b) The **Employer's** certification of the accrued benefit amount payable in respect of the **Insured Member** in accordance with the **Scheme Rules/Trust Deed**;
- c) Duly completed **Employer's** declaration form signed by the **Employer** or a trustee named in the **Trust Deed**;
- d) The official death certificate issued by a competent governmental authority (for death claims only).
- e) First Information Report or police inquest report and a post-mortem report where the Life Assured's death is due to an unnatural cause
- f) Proof of title to the Policy where applicable

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- g) **Nominee's** KYC documents and Bank details
- h) Any additional document(s) as required by **Us**.

5.3. **Non Death Claim**

The information and documentation to be submitted for payment of Policy benefit/ claim shall be as per applicable Scheme Rules/Trust Deed.

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 90days of the occurrence of the claim incidence. **We** shall consider submission of the above documents beyond 90 days from the occurrence of the claim incidence if there are valid reasons for such a delay on the Claimant's part.

6. **Termination of the Group Policy**

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

- a) Cancellation of the **Group Policy** during Free look period;
- b) The date on which Benefits payable on Surrender are settled under the **Group Policy**;
- c) The **Fund Value** becoming zero due to settlement of Policy Benefits;

In case the **Group Policy** is administered as a defined Contribution scheme or administered with Individual Level accounts, the policy benefits with respect to an individual **Insured Member** shall cease on termination of **Group Policy** or as per provisions of **Scheme Rules**

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Part E

POLICY CHARGES

1. **Mortality Charge:**

In addition to the **Contribution** payable under this **Group Policy**, a Mortality Charge of Rs.5.00 per annum for Rs.5,000 Sum Assured per **Insured Member** would be charged.

2. **Surrender Charges:**

In case of complete withdrawal, a Surrender Charge of 0.05% of the **Fund Value** subject to maximum of Rs. 5 Lakhs would be levied if the **Group Policy** is surrendered before third Policy year. There is no Surrender Charge after the completion of the third **Policy Year**.

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Part - F

GENERAL TERMS & CONDITIONS

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

1. Modifications to the Group Policy

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

2. Taxation

The tax benefits on the **Group 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 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.

3. Suicide Claim provisions

Suicide exclusion is not applicable for payment of death benefit offered in this Group Policy. The other benefit payments in the event of death of an Insured member shall be applicable in accordance with the **Scheme Rules** as agreed at the inception of the **Group Policy** with the **Group Policyholder**.

4. Exclusions, if any

There are no exclusions other than the suicide clause mentioned above.

5. Grace Period

In accordance with the **Scheme Rules** as agreed at the inception of the **Group Policy** with the **Group Policyholder**.

6. Nomination

Nomination shall be allowed for each **Insured Member** as per **Scheme Rules** and 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 **Group Policy** for **Your** reference.

7. Non-assignment of Benefits

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

8. Governing laws and jurisdiction

The terms and conditions of the **Group Policy** shall be governed by and be interpreted in accordance with Indian law and all

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disputes and differences arising under or in relation to the **Group Policy** shall be subject to the sole and exclusive jurisdiction of the jurisdictional courts in India.

9. Disclosure

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

The Policyholder shall furnish to the Company all such data, information or evidence as the Company may reasonably require from time to time in respect of the coverage of each Member under the Policy and the Company shall not be liable for any action taken in good faith upon any data, information, or evidence so furnished which shall be or shall prove to have been erroneous or inaccurate.

For policies managed at Individual Level, the Membership Register as per the annexure to proposal form has to be updated by the Policyholder for all additions and deletions and send updated data through CD or hard copy for updating the Company's records.

10. Fraud and Misstatement

In case of Fraud / Misstatement by the **Group Policyholder**, the **Group Policy** will be cancelled immediately by refunding the **Policy Account Value** subject to fraud or Misstatement being proved as per Section 45 of the Insurance Act, 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure A of this **Group Policy** for **Your** reference.

In case of Fraud / Misstatement by the **Insured Member**, his / her name will be deleted immediately by refunding the amount in his / her **Policy Account** subject to fraud or Misstatement being proved as per Section 45 of the Insurance Act, 1938 as amended from time to time. A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure A of this **Group Policy** for **Your** reference.

11. Address for communications

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

PNB MetLife India Insurance Company Limited,

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

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

Website: www.pnbmetlife.com,

Email: indiaservice@pnbmetlife.co.in or

Write to us: 1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062.

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

12. Notices:

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

PNB MetLife India Insurance Company Limited,

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

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

Website: www.pnbmetlife.com,

Email: indiaservice@pnbmetlife.co.in or

Write to us: 1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062.

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

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

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

13. Loss of the Group Policy document

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

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Part G

GRIEVANCE REDRESSAL MECHANISM & OMBUDSMAN DETAILS

Grievance Redressal Mechanism

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

Level 1

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

- Call 1800-425-69-69 (Toll free) or 080-26502244
- Email at india_grievancecell@pnbmetlife.co.in
- Write to
Customer Service Department,
1st Floor, Techniplex -1, Techniplex Complex, Off Veer Savarkar Flyover, Goregaon (West), Mumbai – 400062. Phone: +91-22-41790000, Fax: +91-22-41790203
- Online through Our website www.pnbmetlife.com
- 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 gro@pnbmetlife.co.in 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 <http://www.igms.irda.gov.in>
- By Post : **You** can write or fax **Your** complaints to

Consumer Affairs Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District,

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Nanakramguda, Gachibowli, Hyderabad – 500032, Telangana

- By E-mail : E-mail ID: complaints@irdai.gov.in
- 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 **Contribution/** 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 **Contribution/** 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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Group, Non-Linked, Non-Participating, Savings Life Insurance Plan

List of Insurance Ombudsman

The List of Insurance Ombudsman is attached herewith –

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, 1st 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, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	

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Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
CHENNAI - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).	
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, Sonapat & 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, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	07/11/2018

**PNB MetLife Group Secured Gain
Group, Non-Linked, Non-Participating, Savings Life Insurance Plan**

Office Details	Jurisdiction of Office Union Territory, District)	Date Of Taking Charge
Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in		
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	30/09/2019
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, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	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, Distt: 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, Kanoor, 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,	Bihar, Jharkhand.	09/10/2019

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Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ciains.co.in		
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, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ciains.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	03/12/2019

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

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

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

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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. Policyholders 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 policywhichever is later.

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

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

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

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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. Policyholders are advised to refer the Insurance Laws (Amendment) Act 2015 notified in the Official Gazette on 23rd March 2015 for complete and accurate details.]