

Sample Policy Contract

The values mentioned in the variable fields are only indicative and are not real

DRAFT

Plan Name - Kotak Term Group Plan
Product UIN - 107N007V03

SCHEDULE

Policy Details

Policy No.:

Name of the Policyholder:

Date of Commencement:

Date of Issue:

Plan Name:

Kotak Term Group plan

Plan Description:

Regularly Renewable Non-participating Term
Cover for Groups

Participating:

No

Policy Term:

Premium Payment Mode:

<<Single/ Monthly/ Quarterly/ Half yearly/
Annual>>

Details of the members in the group

This Policy will cover the members in respect of whom Member Data has been given to the Insurer as stated in Annexure (MD) and is subject to the terms and conditions herein stated.

MEMBER

A member means a permanent employee who is in the active employment of the Policyholder who falls within the age range indicated by the Company for this policy and who is included in the member data submitted by the Policyholder. As the participation mode is compulsory, all eligible existing and future employees of the policyholder shall become members under the Terms and Conditions of this contract.

A Member means a person

- is resident in India or a citizen of India;
- who is a full time permanent employee with the policyholder
- falls within the age range* indicated by the Company for this policy
- who is included in the member data submitted by the Policyholder; and
- in respect of whom the premiums have been received by the Company.

A permanent employee means a person who is on the rolls of the Policyholder <<or other definition as applicable>>

*Minimum age*** at entry of the member: 18 years

Maximum age at entry of the member: <<>> years (one year less than the normal retirement date or 74 years, whichever is earlier)

Maximum ceasing age*** of the member: <<>> years (normal retirement date or 75 years, whichever is earlier)

***Age is defined as the age of the member on his/her last birthday (as per the English calendar) immediately before the date of commencement of cover for that member.

Benefits Payable

The Sum Assured is based on the Member Data provided to the Insurer (and updated from time to time) and shall be subject, inter alia to the limits, and all the terms and conditions appearing herein.

A. Benefit payable on death of the member:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Basic Life Cover (BLC)	(w)		
Voluntary Life Cover (VLC)			
Accidental Death Benefit (*)			
Family Benefit (**)			

B. Benefits payable on disability of the member:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Accidental Disability Benefit (\$)			

C. Benefits payable on dismemberment of the member:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Accidental Dismemberment Benefit (@)			

D. Benefits payable on the member suffering from a critical illness:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Critical Illness Benefit (#)	(x)		
Critical Illness Plus Benefit (##)			

E. Benefits payable on the death of the member's spouse (a):

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Family Benefit (**)	(y)		
Voluntary Life Cover for Spouse (VLCS)			

F. Benefits payable on the death of any of the member's children (b):

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Family Benefit (**)	(y)		

G. Benefit payable on Accidental death/Accidental disability/Accidental dismemberment of the member:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Accidental Death, Disability, Dismemberment Benefit (*) (\$) (@)	(z)		

H. Benefit payable on Terminal Illness of the member:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Terminal Illness Benefit (^)	(x)		

I. Benefit payable on member being unable to perform Daily Tasks:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Daily Task Benefit (%)			

(a) For this purpose, **Spouse** shall mean one’s husband or wife by a lawful marriage performed under personal or statutory laws, which is evidenced by a marriage certificate or such other proof acceptable to the Policyholder and the Insurer. Where there is more than one spouse by lawful marriage, spouse shall mean the one so designated by the Policyholder and recognised by the Insurer as a spouse for the purpose of this policy. Only one spouse will be recognised for the purpose of the policy. The Policyholder must at the time of commencement of cover declare the name of the spouse to be covered. No benefit will be payable for a spouse if the spouse is above the age of 60 years.

<<(b) **Child** shall mean an unmarried, legitimate son/daughter or illegitimate son/daughter, or step son/daughter or adopted son/daughter under the age of 18 years, or of any age who is unable to maintain himself/herself by reason of a disability as defined in “The Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995”.

A maximum of three children will be covered. If the member has more than three children eligible as per the definition above, only the three eldest eligible children of the member will be covered. No benefit will be payable for stillborn children and children aged less than one year.

The Policyholder must verify and certify who the spouse and child(ren) of the member are and such details pertaining to them as required by the Insurer, and furnish the aforementioned to the Insurer, in writing at the Insurer’s request. >>

<<(*) See Annexure (ADE) for specific terms and conditions.

(\$) See Annexure (ADB) for specific terms and conditions.

(@)See Annexure (ADM) for specific terms and conditions.

(#) See Annexure (CI) for specific terms and conditions.

(##) See Annexure (CI Plus) for specific terms and conditions.

(**) See Annexure (FB) for specific terms and conditions.

(^) See Annexure (TI) for specific terms and conditions.

(%) See Annexure (DTB) for specific terms and conditions.>>

(w) Once this benefit is paid all other payouts under the Family Benefit will automatically cease.

(x) After this benefit is paid, the Basic Life Cover of the concerned member will reduce by the amount of the Critical Illness Benefit/Terminal Illness Benefit. On the payment of this benefit the premium on the Basic Life Cover benefit will be re-calculated based on the reduced sum assured.

(y) Once this benefit is paid it will cease. <<The member cannot opt for VLCS where he/she and his/her spouse are employed with same Insurer. >>

(z) At the option of the Policyholder, these accident benefits may be taken together as a package. In which case, the amount indicated (z) is the “Accidental Death, Disability and Dismemberment Benefit Sum Assured” for the three accident benefits taken together. Any benefit paid under any or all of these accident benefits shall automatically reduce this “Accidental Death, Disability and Dismemberment Benefit Sum Assured”. Therefore, any subsequent payouts under any or all of the three accident benefits would be restricted to the reduced “Accidental Death, Disability and Dismemberment Benefit Sum Assured”. Once the “Accidental Death, Disability and Dismemberment Benefit Sum Assured” is so exhausted, the three accident benefits shall cease.

Cover cannot be increased for any member unless prior written approval of the Insurer is taken.

Nomination

The benefits under this Policy are payable to the nominee (as per the coverage specified under Benefits Payable) or to such other person(s) as directed by a Court of competent jurisdiction in India. The said benefits shall be payable in India.

It is mandatory for the Policyholder to have appropriate nomination procedures in place so as to ensure timely and complete discharge to the nominee.

The Policyholder shall ensure that nomination details for all the employees covered under the Contract are obtained, and that the requisite nominations are available/ updated in their records at any point in time. The said details shall be maintained by the Policyholder and will be updated on a regular basis in case of any revisions. The Policyholder shall provide the necessary information and documents to Company on demand or as and when required. Further, the nominees’ details and records shall be provided by the Policyholder to the Company for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination made by the Group Member.

In the event of a claim arising, the certified information of the nominee details in the Company’s format shall be provided along with the claim intimation form, proof of address & photo identity of the nominee.

The benefits shall be limited at all times to the monies payable under this Policy.

Premiums Payable

Frequency of Premium Payment: Single Premium/Monthly/Quarterly/ Half yearly /Annually in advance

The premium rate for the first year (i.e. up to the first anniversary date) is specified below:

Benefits Description	Annual Premium rate *(Per Rs. thousand of cover)
Basic Life Cover Benefit Policy Fee Accidental Death Benefit (*) Accidental Disability Benefit (\$) Accidental Dismemberment Benefit (@) Accidental Death, Disability and Dismemberment Benefit Critical Illness Benefit (#) Critical Illness Plus Benefit (##) Family Benefit (**) Terminal Illness Benefit (^) Daily Task Benefit (%)	

Benefit	Age- Band	Premium Rate *****(per Rs. thousand of cover)
Voluntary Basic Life Cover		
Voluntary Life Cover for Spouse		

****The Policyholder is liable to pay service tax, education cess and other statutory levies (as applicable from time to time) on the premiums payable. The premiums payable are calculated based on the aforesaid premium rates, and are subject to service tax, secondary and higher secondary education cess and other levies as may be applicable from time to time.

Special Conditions, if any:

DEPOSIT AS PER SECTION 64VB:

As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the Insurer. In case of any shortfall in premium, coverage will be subject to premium available. Any member for whom premium is not paid will not be covered till receipt of premium for such member by insurer.

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Ltd. at Mumbai on the day of ____, 20

Authorised Signatory

I. TERMS & CONDITIONS

1. Proof of Age

The Policyholder shall submit a declaration in writing of the age(s) of the members covered and persons to be covered under this policy, at inception and along with every monthly statement of Member Data (for members added from time to time). <<This declaration shall also contain relevant details of the spouse where Voluntary Cover for Spouse has been opted for>> <<This declaration shall also contain relevant details of the spouse and child(ren) of the member where the Family Benefit has been opted for>>. The Insurer shall not be liable for payment of any benefits in respect of a member for whom such a declaration has not been given.

For a person to be covered under this policy he/she must fall within the age range herein mentioned.

If at a future date, the age is found to be different from the age declared, without prejudice to the Insurer's other rights and remedies including those under the Insurance Act, 1938, and any other laws then prevailing, the Insurer will have the right to refuse a claim in respect of the concerned member/life insured.

The Insurer may at any time call for proof of age from the Policyholder or the concerned member/life insured and the Policyholder or member must provide the same when required.

2. Payment of Premiums

The Policyholder shall pay premiums for each member according to the mode specified in the agreement. The premiums would vary depending on the number of members/lives insured covered from time to time and the sums assured for which they are covered. If a member is covered for a part of the year, pro-rata premiums will be charged. The Insurer may adjust any excess premiums paid by the Policyholder towards premiums payable by the Policyholder on an ongoing basis. If the Insurer has any excess premium with it on the anniversary of the date of commencement /renewal of the policy, this may be adjusted towards the following year's premium (if this policy is renewed) or refunded to the Policyholder (on discontinuance of this policy).

A grace period will be allowed for payment of premiums. The grace period is 15 days from the due date of payment where the agreed premium mode is monthly, and 30 days otherwise. If the premium is not paid on or before the expiry of the grace period, this policy will automatically lapse.

If any death occurs within the grace period and before the payment of the premium then due, and the death claim is admitted, the claim will be settled only once the premium has been paid.

3. Active Employment

In order to participate as a member under this policy, and thereafter in order to avail of any increase/extension of benefits under this policy, a person should be in active employment on the "effective date".

A person is considered "actively at work" if they are physically able to perform in the usual way all regular duties of their work on the day of policy commencement. If a person is not

“actively at work” at policy commencement, he/she will be accepted into the scheme after signing a declaration of good health in the Insurer’s format. This clause does not apply for existing members covered under the existing group life insurance policy being renewed or transferred, if any.

4. Cover

The cover for each member is subject to the following:

- where the amount of cover for a member exceeds Rs. _____ <<free cover limit>> (hereinafter referred to as the Free Cover Limit), the cover in excess thereof will be subject to evidence of good health and such further terms and conditions as may be stipulated by the Insurer.
- where a member has been declined cover, whether in part or in whole, on medical grounds under the previous policy, participation in this policy will be subject to evidence of good health and such further terms and conditions as may be stipulated by the Insurer. Previous Policy means the previous policy, issued by another insurance company, under which the member was covered, or the existing policy before renewal.
- where the age at entry of a new entrant to this policy is greater than 55 years, participation in this policy will be subject to evidence of good health and such further terms and conditions as may be stipulated by the Insurer.
- No member will be covered above age “cease age”, except for individuals specifically approved by the insurer upto maximum age of “age defined in the synopsis” years. Such members specifically approved by the insurer will not be eligible for FCL and coverage will be subject to underwriting.
- cover may be limited or declined as a result of failure to provide satisfactory evidence of good health.
- On the basis of the disclosures made by the Member in the underwriting requirements, Insurer may at its discretion call for additional information, decline cover or accept with/without health loadings on premiums or any other terms and conditions.
- Increase in cover shall be subject to the underwriting requirements of the Insurer.
- Cover shall be restricted to the amount described under the Section of this Policy Contract, titled Benefits Payable;
- Cover will also be subject to the assumptions mentioned in the tender synopsis No. _____ dated _____ under the heading “Assumptions” and any other information that will be required from the policyholder from time to time.

- All new entrants (members who join after policy commencement date) above 55 years of age will be eligible for cover up to FCL only on provision of "DOGH", and full cover above FCL will be subject to underwriting. In the event of any ill-health disclosures made therein, risk cover shall not commence on the same until there is a specific approval from Insurer. In the event of any ill-health disclosure made in the DOGH, Insurer reserves the right to call for any additional information and documents or decline the cover or accept the cover with/without health loadings on premiums or on any other terms.
- Where any underwriting is applicable to members, they will be covered only once the risk has been accepted by the Insurer.
- No increase in cover of any member under this policy will take effect unless the Insurer has accepted such increase, in response to a request made by the Policyholder in writing and premiums on such increase have been paid as specified herein.

- Where applicable, Voluntary Life Cover (VLC) should not exceed two times Basic

Life Cover (BLC). Voluntary Life Cover for Spouse (VLCS) should not exceed one times Basic Life Cover (BLC). Further, Basic Life Cover (BLC) along with Voluntary Life Cover (VLC) should not exceed fifteen times Annual CTC of the Life insured/member.

- Where applicable, the level of VLC & VLCS cover opted for by each member should be notified to the Company within <<30 days>> of commencement of the policy or date of joining of the member, whichever is later.

No claims will be admissible for members who attain the policy cease age during the policy year unless written communication has been received from the Policyholder for request of continuation of cover beyond cease age, and the request has been approved by the Insurer.

All members are insured for their lives, only for as long this policy is in force or for as long as he/she remains a member as defined under this policy, whichever is earlier.

The member will continue to be covered for the period of any authorised leave of absence that is granted to him by the employer in the normal course of his employment. Leave for a period beyond 12 months shall not be covered under this policy, unless otherwise agreed to in writing by the Insurer.

5. Underwriting requirements:

For any employee eligible for cover higher than the Free Cover Limit (FCL) applicable to that employee, the medical underwriting chart will be as follows:

SUC^^	Up to 1,000,000	Up to Rs 2,000,000	Above 2,000,000/-
Up to age 45			
Age 45 to 65			
Age above 65			

<<For voluntary life cover of the member (VLC), the following underwriting grid will be applicable:

Sum Assured	Up to 1,000,000	Up to Rs 2,000,000	Above 2,000,000/-
Up to age 45			
Age 45 to 65			

Age above 65			
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<< For voluntary life cover of the spouse (VLCS), the following underwriting grid will be applicable:

Sum Assured	Up to 1,000,000	Up to Rs 2,000,000	Above 2,000,000/-
Up to age 45			
Age 45 to 65			
Age above 65			

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^^ SUC = Sum Under Consideration = Total Eligible Cover – FCL Applicable

^^^ Medicals required will be as per the Insurers Medical Requirements Grid applicable at the time

Note: Additional information/reports/details may be called for by the Insurer's underwriters on submission of the evidence of health requirements raised in the first instance.

Free Cover Limit (FCL)

Free Cover Limit will apply to all employees except new joiners older than <<55>> at date of joining.

Where there is an increase in FCL from the previous year, the following conditions will apply:

Medical Status	Where: 1. group FCL has increased by at least Rs 30,00,000, and 2. A person's enjoyed cover would increase by at least Rs 20,00,000 due to FCL increase	Where: 1. group FCL has increased less than Rs 30,00,000, or 2. A person's enjoyed cover would increase by less than Rs 20,00,000 due to FCL increase
Rated up below +100 EMR		
Medicals pending / Did not go for Required Medicals		
Declined		

Manual Medical Requirements Pending	
Rated Up +100 EMR or more	

Underwriting on renewal of policy:

As regards medical underwriting on renewal of policy with Insurer, if there is no increase in cover in the renewal year for the members as compared to the previous policy year, the same medicals will hold good. For any increase in cover the Insurer’s decision will be final on the additional requirements.

6. Surrender

The Surrender value would become payable on any of the following circumstances:

1. Where the Insurer wishes to change the policy commencement date in order to align with other policies or group companies. In this case, the policy will continue and the refund will form part payment of the new premium.

The Surrender value will be calculated as follows:

$$\text{Surrender Value} = \text{Total Premium} \times (\text{Unexpired Term} / \text{Total Term})$$

2. Where the policyholder wishes to surrender the base plan (including any attached rider(s):

The Surrender value will be calculated as follows:

In case of Compulsory Cover:

$$\text{Surrender Value} = \text{Unexpired Risk Premium} \# - \text{Max} (\text{Claims}^* - \text{Expired Risk Premium}, 0) + \text{Brokerage Recovered.}$$

In case of Voluntary Cover:

$$\text{Surrender Value} = \text{Unexpired Risk Premium} \#$$

* It will further be intimated to the client that any IBNR claims (claims that have occurred but have not been reported to the Insurer) will not be settled after the foreclosure date i.e. all claims not reported for inclusion in this calculation will not be paid by the Insurer.

Risk Premium for the purpose of these calculations is defined as Total Premium less all expense charges (fixed expenses, premium-related expenses, commission, stamp duty and service tax).

7. Revival of Lapsed Policy

When the premium is not paid within the grace period, as mentioned in Clause 2 above, the policy together with all other benefits shall lapse from the due date of the first unpaid

premium. The date of lapse shall be the due date of the earliest unpaid premium. However, the Policyholder can revive the lapsed policy as per the following conditions:

- Revival within 6 months :

The Policyholder may revive the policy within 6 months, from the due date of the first unpaid premium without payment of outstanding premiums. However, no claims arising during the lapsed period will be paid.

- Revival after 6 months :

The Policyholder may revive the policy after 6 months, from the due date of the first unpaid premium by furnishing satisfactory evidence of health as required by the Insurer. However, no claims arising during the lapsed period will be paid.

The revival of the members' cover may be on terms different from those applicable when the members' cover lapsed, based on prevailing (current) Insurer underwriting norms.

8. Forfeiture of Policy

The policy and/or the benefit in respect of any member will be forfeited if,

- any premium is not duly paid as stated above, or
- any condition herein contained or endorsed hereon is contravened, or
- it is found that a statement made
 - in the Member Data given to the Insurer, or
 - in any other document leading to the issue of the policy, or the Member's cover hereunder; or
 - in any other document necessary to keep the policy or the member's cover hereunder in force

was inaccurate, or false, or not made in good faith, or any material matter or fact was suppressed, then, and in every such case (but subject to the provisions of Section 45 of the Insurance Act, 1938) the policy shall be void, and/or claim(s) to any benefit under this policy shall cease and all monies that have been paid in consequence of this policy shall belong to the Insurer, excepting in so far as whatever relief may be granted as per the law. Additionally, the Policyholder shall also repay to the Insurer all the monies paid to it by the Insurer consequent upon admittance of any claim(s), till the date of forfeiture.

9. Lien

No claim arising from the death of a member due to any cause other than an Accident shall be payable where such death occurs within ninety (90) days from the date of his/her commencement of cover as herein stated unless the Member has duly filled in the medical questionnaire and undergone medical tests as required by the Insurer. A member will be said to have died due to an accident where the member dies as a result (solely, directly and independently of all other causes of death) of sustaining any bodily injury, directly and solely from an accident, which has been caused by outward, violent and visible means. For the Insurer to consider the claim arising out of a member's death within 90 days from the date of his/her commencement of cover, the Policyholder must produce proof to the complete satisfaction of the Insurer that the member's death is on account of an accident, and submit requisite supporting documents as herein stated. The Insurer shall decide whether a claim is due to an "Accident" as aforesaid, based, inter alia, on the information/documents/material at its disposal and the decision of the Insurer in this regard shall be final and conclusive.>>

10. Loans

Loans are not available under the policy.

11. << Experience Refunds (Experience Sharing Option)

In the event that this policy remains in force for a continuous period of at least <<1 year>>, the Policyholder will be eligible for an experience refund three months after the expiry of such period. This will be calculated on the completion of the continuous period in arrears as follows:

Experience Refund = G (<<75>>%) x [K (<<80>>%) x Premiums - Claims - Stamp Duty applicable – experience loss carried forward from the previous year (if any)]

G : Percentage of benefit passed on to the Policyholder

K : Factor to allow for expenses & conversion option loading (if applicable)

Premiums = aggregate of premiums payable till date net of service tax

Claims = Claims paid + Claims incurred but not reported + Outstanding Claims

No negative experience refund will be passed on the Policyholder; however, any negative experience refund will be carried forward to offset against future positive experience refunds. The experience refund may be paid out to the Policyholder either in cash, or by way of a discount on future premiums.>>

12. <<Conversion Option

The member has the option to convert his/her existing death cover to an individual life policy with the Insurer. This option may be exercised only on the retrenchment or withdrawal of the member from the group prior to attaining the age of 61 years, and with the permission of the Policyholder, by an application to the Insurer in writing. The conversion would be subject to the following:

- This policy is in full force at the time this option is exercised and the member concerned must be covered under this policy.
- The member must take any individual life product in accordance with the new business limitations then in force.
- The cover opted for by the member under the individual life product cannot exceed the cover provided to him/her under the group policy. However, if desired by the member, he/she may apply for a cover exceeding this limit, provided that all further requirements stipulated by the Insurer for this have been met with.
- The term of the cover opted for must be such that the cover ceases before the member attains either the age of 65 or the Policyholder's normal retirement age, whichever is less.
- Any medical or a vocational loadings that apply to the life under the group scheme will be applicable under the individual policy and shall apply to the full sum assured.
- The premiums under this policy have been regularly paid and the member pays premium on the individual life product opted for.
- The product choice available at the time this option is exercised.
- The member must initiate conversion of his cover within 30 days of retrenchment or withdrawal from employment.
- The premium rates and sum assured limits applicable on the proposed product at the time this option is exercised
- The age and term limits applicable on the proposed product at the time this option is

exercised.

- The member testing negative for the Human Immunodeficiency Virus at the time this option is exercised.

The conversion option is not available where the Policyholder ceases or is about to cease to provide Group Life cover. The option is in respect of the Basic Life Cover Benefit only or the Basic and Voluntary Basic Life cover if opted and paid for by the Policyholder at policy commencement. No member shall be entitled to purchase an individual policy from the Insurer under this option unless he has expressly exercised this option in writing and it has been communicated to the Insurer

13. Renewal

This policy may be renewed at the end of the term for a further term, subject to the acceptance of such renewal by the Insurer, terms and conditions prescribed by the Insurer and at such premium rates quoted by the Insurer. At least 30 days prior to the end of the policy term, a written application must be made by the Policyholder to the Insurer and the renewal will be operative against the Insurer from the date endorsed hereon, or on an annexure hereto.

14. Material Increase in number of members

If the membership increases by more than 50% during a year, the entire group may be re-priced based on the new membership and the new premium will apply to all members from the date that membership increased above 50% until the end of the policy term.

15. 15. Death Due to Suicide

Any claim arising as a result of the member committing suicide (whether sane or insane) within 1 year of his/her being admitted as a member within the eligible categories hereinbefore mentioned will not be admissible.

16. Discontinuance

This policy may be discontinued at the option of the Policyholder or the Insurer on the expiry of the term of the policy, by giving the other party at least one month's prior notice in writing before expiry of the term, or such shorter notice period or other terms and conditions as agreed between the Policyholder and the Insurer in writing.

17. Termination of Cover

A member's cover will cease on the earliest of:

- a) the date that the member ceases to be a member under this policy, or
- b) the normal retirement date, as per the service rules (if any) of the employer, even where that member continues working after normal retirement date, or
- c) the member attaining the age of <<65>> years, or
- d) the date on which the premium for that member ceases, and
- e) the date of discontinuance of this Policy.

18. Member Data

The Policyholder must provide up to date Member Data as stated in Annexure MD to the Insurer on or before the <<1st>> of every month to enable the Insurer to update its records and

calculate premium. <<This must also contain any relevant data pertinent to the spouse and child(ren)of the member (if the Family Benefit has been opted for)>> A grace period of 7 days will be allowed for providing the Member Data to the Insurer. Cover for a member will commence only after the Insurer has received the Member Data in respect of that member. The Insurer shall not be liable for any claim except as provided for in this document and for only those persons disclosed in the latest relevant Member Data and within the limits herein mentioned.

19. Confirmation of Insurance Protection

The Policyholder may issue confirmation of insurance protection to individual members with clear reference to this policy and the benefits secured hereby.

20. Notice

Any notice, information or instruction to the Insurer must be in writing and delivered to the address intimated by the Insurer to the Policyholder which is currently:

Group Operations
Kotak Mahindra Old Mutual Life Insurance Limited
5th Floor, Building No.21,
Infinity Park, Off Western Express Highway,
General A.K. Vaidya Marg,
Malad (E), Mumbai,
Maharashtra -400097, India

The Insurer may change the address stated above and intimate the Policyholder of such change by suitable means.

Any notice, information or instruction from the Insurer to the Policyholder shall be mailed to the following address:

<<.....>>
.....
.....

or to the changed address as intimated to the Insurer in writing.

Any such notice, information and instruction shall be deemed to be served 7 days after the posting, or immediately upon receipt by the addressee in the case of recorded hand delivery or courier.

21. Claim

If at the time that a claim is admitted, it is found that the cover for that member in respect of whom the claim is made has increased by more than 20% the Insurer reserves the right to limit the claim to a maximum of 120% of the original cover computed at the beginning of the 12 month period. If however the member’s cover exceeds 120% of the original cover computed at the beginning of the 12 month period, the member may at any time before a claim arises, apply for an increase in cover in writing and submit voluntary medical evidence to the complete satisfaction of the Insurer. <<This will not be applicable where the Family Benefit has been opted for, in which case the maximum cover will be limited to the original cover.>>

All death claims must be notified to the Insurer in writing within 3 months of the date of the death along with the original death certificate and the primary documents as herein stated.

<<All claims under the Accidental Disability Benefit must be communicated to the Insurer in writing within 30 days of the accident, though the claim will be assessed only on the expiry of the 120 day waiting period and is subject, inter alia, to the member being willing to be examined by a medical examiner appointed by the Insurer. >>

<<All claims under the Accidental Dismemberment Benefit and the Critical Illness Benefit must be communicated to the Insurer in writing within 30 days of the accident/diagnosis of the critical illness and are subject, inter alia, to the member being willing to be examined by a medical examiner appointed by the Insurer.>>

The primary documents normally required for processing a death claim are:

- Intimation of the claim event (i.e. death) vide duly filled in claim form in the Insurer's format stamped and signed by the authorised representative of the Policyholder
- Proof of age of the life insured (for example attested copy of birth certificate/ school leaving certificate etc.)
- Proof that the life insured is a member as defined under this policy
- Member ship and member id Proof
- Nomination declaration from the Policyholder in the Insurer's format
- Extract of the Leave Records of the deceased, duly certified by the Policyholder, for such period(s) as may be specified by the Insurer
- Original death certificate issued by the Municipal Authority
- Nominee Bank Details
- Guardian details for minor Nominee
- Last attending Doctor's Certificate stating the exact cause of death
- If death has occurred in a hospital, all case history papers
- If the death is due to an accident or any other unnatural cause, the following shall be required:
 - A certified copy of the FIR filed with the Police authorities
 - A certified copy of the Post Mortem Report/Autopsy Report
 - A certified copy of the Driving License if death occurred while driving
 - A certified copy of the Police case closure report in Accidental or any police case in natural death
 - A certified copy of the Viscera report in Accidental or any police case in natural death
- If the claim is payable to a Nominee other than the Policyholder:
 - Particulars of Nominee in writing in the Insurer's format signed by the authorised representative of the Policyholder
 - Proof of identity of the Nominee, duly certified by the Policyholder

All claims shall be subject to the provisions of this policy document, such other requirements as stipulated by the Insurer and the legal title of the claimant, satisfactory to the Insurer. The Insurer reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim.

All amounts due under this policy are payable in Indian Currency at the office of the Insurer

situated at Mumbai, but the Insurer at its absolute discretion may fix an alternative place of payment for the claim at any time before or after the claim arises. A discharge or receipt by the Nominee shall be a good, valid and sufficient discharge to the Insurer in respect of any payment to be made by the Insurer hereunder.

22. Free look Provision

In case the Policyholder is not agreeable to any of the provisions stated in the policy, then there is an option of returning the policy stating the reasons thereof within 15 days from the date of the receipt of the policy. The cancellation request should be submitted to the nearest Kotak Life Insurance Branch or sent directly to the Insurer's Head Office. On receipt of the letter along with the original policy document the Insurer shall arrange to refund the premium paid after deducting the stamp duty, medical expenses and proportionate risk premium for the period of cover. A policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new policy.

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II. Annexure

1. Query/Complaint Resolution

1. In case you have any query or complaint/grievance, you may approach our office at the following address:

Group Operations -Client Service Desk

Kotak Mahindra old Mutual Life Insurance Ltd,

Kotak Towers, 5th Floor, Zone II,

Building No. 21, Infinity Park, Off Western Express Highway,

General A.K. Vaidya Marg, Malad East, Mumbai 400097

Contact No: 022 - 64511556

Email ID: kli.groupoperations@kotak.com

2. In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

The Group Insurance Grievance Redressal Officer,

Kotak Towers, 5th Floor, Zone II,

Building No. 21, Infinity Park, Off Western Express Highway,

Goregaon Mulund Link Road, Malad East, Mumbai 400097

Toll Free No:1800 209 8800

Email ID: kli.grievance@kotak.com

3. In case you are not satisfied with the decision/resolution of the Insurer, you may approach the Insurance Ombudsman at the address given below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

The list of Insurance Ombudsman their contact details and areas of jurisdiction are annexed given below

List of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079- 27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadr Nagar Haveli, Daman Diu
BHOPAL	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , CHANDIGARH – 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Hi Pradesh, Jammu & K , UT of Chandigarh
CHENNAI	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT– Pondicherry Town ar Karaikal (which are p UT of Pondicherry)

NEW DELHI	<p>Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002</p> <p>Tel. 011-23239611 Fax: 011-23230858</p> <p>E-mail: iobdelraj@rediffmail.com</p>	Delhi & Rajasthan
GUWAHATI	<p>Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI – 781 001</p> <p>Tel. : 0361-2131307 Fax:0361-2732937</p> <p>E-mail: omb_ghy@sify.com</p>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	<p>Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004</p> <p>Tel. 040-23325325 Fax: 040-23376599</p> <p>E-mail: insombud@hd2.vsnl.net.in</p>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	<p>Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015</p> <p>Tel: 0484-2358734 Fax:0484-2359336</p> <p>E-mail: iokochi@asianetglobal.com</p>	Kerala , UT of (a) Lakshadweep , (b) M a part of UT of Pondicherry
KOLKATA	<p>Insurance Ombudsman Office of the Insurance Ombudsman Hindustan Building Annexe, 4, Chitarajan Avenue, Kolkata- 700 072</p> <p>Tel no: 033 22124339/4340/4341 Fax no. 033 22124342 E-mail : iombkol@vsnl.net</p>	West Bengal , Bihar Jharkhand and UT of Andaman & Nicobar Islands , Sikkim

LUCKNOW	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra , Goa

4. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.

- As per provision 13(3) of the Redressal of Public Grievances Rules 1998,

The complaint to the Ombudsman can be made

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- Within a period of one year from the date of rejection by the Insurer
- If it is not simultaneously under any litigation.

III.III ANNEXURES

2. Annexure: MD

Member Data

Field Description*
First Name
Middle name
Last Name
Gender (M/F)
<i>Date of Birth</i>
<i>Marital status (S/M)</i>
<i>Number of dependants</i>
<i>Employee/Member id</i>
<i>Joining Date (Employer)</i>
Date of entry into Group plan
Category

Monthly Salary
Cover amount
Gross annual income
PAN No.
PF No.
Salary month & year (specify month & year to which the Member Data pertains)
No. of working days
Days worked
Date of Exit from Grouplan**

Fields in **bold** are mandatory

**Should be provided when member's cover is terminated (e.g. on resignation)

The above format may be altered by the Insurer from time to time with prior written notice to the Policyholder.

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