

a. Definitions :

Premium:

Means the total initial premium and subsequent premiums due and payable under the Policy. The Premium shall be subject to taxes as may be applicable from time to time.

Premium Payment Term (PPT):

This is the period during which the Policyholder shall pay the Premium to get the full benefits as mentioned in the Schedule of the Policy.

Basic Sum Assured:

Means the risk cover (as given in the Schedule) guaranteed either on maturity or on death of the Life Insured.

Benefits:

Benefits available under the Policy shall be in the event of death or accidental disability, diagnosis of critical illness of the Life Insured, and upon maturity. Details of these are mentioned under the "Benefits Payable" clause, to be read with the Terms & Conditions under this contract.

Grace Period:

Means the time granted by the Company i.e. 30 days from the due date for the payment of Premium for annual, half-yearly and quarterly mode and 15 days for monthly mode without levy of any interest or penalty during which time the policy is considered to be in-force with the risk cover without any interruption as per the terms of the policy.

Waiting Period for Critical Illness Benefit:

In all cases, no critical illness benefits will be payable if the critical illness occurs within 6 months of the date of policy issue.

b. Benefits Payable :

The following benefits are payable provided all the due Premiums have been paid as scheduled.

I. Accidental Disability Benefits:

In case of Total and Permanent Disability of the Life Insured due to an accident (subject to conditions mentioned in the Section on Additional Conditions for Accidental Disability Benefit and Section on Exclusions), future premiums for the plan will be waived and policy will continue without any change in benefits i.e. Maturity Benefit, Death Benefit and Critical Illness Benefit.

This benefit will be available only during the Premium Payment Term.

Above benefit will be reduced by due unpaid premium and balance of annual premium due in the year of disability.

If all the Premiums have not been paid up to date as at the date of disability (i.e. policy either lapsed or is in the Reduced Paid-Up state) and the Policy has not been terminated, the Accidental Disability Benefit will not be applicable and policy will continue in Reduced Paid-Up state (as defined under clause No. 6).

II. Maturity Benefit:

On survival of the Life Insured till the end of the Policy Term, the benefit available will be 100% of Basic Sum Assured or Paid-Up Sum Assured, as applicable.

Please refer to the section on Reduced Paid-Up for Maturity Benefits payable in policy which have been made Reduced Paid-Up.

The above benefit will be reduced to account for current outstanding loans (including interest), if any. However, if all due premiums have been paid, the net benefit paid on Maturity will be subject to a minimum of 10% of the Basic Sum Assured.

In case the Policy is Reduced Paid-Up, Reduced Paid-Up Sum Assured as per Clause No. 6 of Terms and Condition will be payable at Maturity.

III. Death Benefit during the term of the Policy:

If all Premiums due have been paid up to date as at the date of death, the death benefit shall be:

A. On Death prior to attainment of age 70:

- Death due to natural causes
Basic Sum Assured as defined under the policy.
- If Death occurs due to an accident (subject to conditions mentioned in the section on Additional Conditions for Accidental Death Benefit and section on Exclusions therein):
200% of Basic Sum Assured (as defined under the policy) will be paid (i.e. Additional 100% of Basic Sum Assured is payable due to accidental death)

B. Death on or after attainment of age 70

- Death due to any cause:
Basic Sum Assured as defined under the policy.

The above Death Benefit will be reduced by the outstanding premiums (if any) for the year in which death occurs.

In the event of death of Life Insured during the grace period, the above benefit payable will be reduced by the unpaid premium installment and outstanding premiums for the year in which death occurs.

The death benefit shall be further reduced to account for any outstanding loans (including interest), if any. However, if all due premiums have been paid, the net benefit payable on Death will be subject to a minimum of 10% of the Basic Sum Assured.

In case of Reduced Paid-Up policies, the Death Benefit payable shall be payable as per Clause 6 of Terms and Condition

This benefit is payable as a lump sum. Once this benefit is paid, the Policy terminates and no further benefits are payable.

IV. Critical Illness Benefits :

This benefit is payable on diagnosis of the covered Critical illness and subject to Life Insured meeting the Terms and Conditions of the Critical Illness Benefit as outlined in section 14 of the contract provided all premiums due have been paid. This cover is available during the policy term before Life Insured attaining age of 70 as at the date of diagnosis.

If the Life Insured is diagnosed with any covered critical illness condition and fulfill the terms and conditions mentioned in the section 14 on Additional Conditions for Critical Illness Benefit Exclusions therein and the Policyholder proves the same to the satisfaction of the Company:

- 20% of Basic Sum Assured will be payable and the policy continues for the rest of the benefits.

Once the above benefit is paid the policy continues and Life Insured is entitled to other benefits mentioned as per the policy Terms and Conditions.

If all the premium due have not been paid up to date as at the date of diagnosis and the policy has converted into Reduced Paid-Up policy as per Clause - 6, the Critical illness benefit shall be based on the Reduced Paid-Up Sum Assured.

c . Beneficiary :

The benefits under this policy are payable to:

- i. the beneficiary(ies) as identified by the Policyholder and recorded in this policy; or
- ii. the Assignee (in accordance with Section 38 of the Insurance Act, 1938); or
- iii. the Policyholder (as defined in Section 2(2) of the Insurance Act, 1938), where beneficiaries and/or assignees have not been elected previously by the Policyholder; or
- iv. the Nominee(s) (in accordance with Section 39 of the Insurance Act, 1938); or
- v. in the event of the death of the Policyholder without identifying a beneficiary or making a valid nomination; the executors, administrators or other legal representatives of the Policyholder; or
- vi. to such person as directed by a court of competent jurisdiction in India.

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

d. Premiums Payable :

Mode of Premium Payment :

Due date(s) of Future Premium Payments : and thereafter.

Benefit	Regular Premium(Rs.)	Extra Premium* (Rs.)	Date of Commencement	Date Last Premium Due
Basic Benefit Kotak Critical Illness Rider null WoP (Accident Dis. Same Life) Rider null				

Total Premium Payable is the Premium for Basic Benefit : In this context Basic Benefit is equal to Basic Sum Assured as defined in Schedule.

Service Tax and Education Cess along with Secondary and Higher Education Cess at prevailing applicable rate will be collected additionally together with the Premiums.

* Extra Premium is the additional premium payable towards medical and occupational loading in case of a sub-standard life.

Modal factors depending on the mode of Premium are stated below:

Frequency	Modal Factors
Yearly	100%
Half-yearly	51% of yearly Premium
Quarterly	26% of yearly Premium
Monthly	8.8% of yearly Premium

Special Conditions, if any :

Nominee[s]:

Name of the Beneficiary(ies) as identified by the Policyholder pursuant to condition (i) of the Section titled Beneficiary

OR

Name of Nominee(s) under Section 39 of the Insurance Act, 1938:

Name of the Nominee (s)/Beneficiary(ies)	Name of the Appointee where Nominee is minor	Entitlement (%)	Relationship with the Life Insured

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Limited at Mumbai on

Authorised Signatory

II. TERMS & CONDITIONS

1. Proof of Age :

The Premiums have been calculated on the basis of the age(s) of the Life Insured and/or the Policyholder as declared by him/her/them in the proposal form. If at a future date, the age(s) of the Life Insured and/or the Policyholder is/are found to be different from the age(s) declared, without prejudice to the Company's other rights and remedies including those under the Insurance Act, 1938, and any other laws then prevailing, the benefits will be calculated based on:

- the correct age(s) at entry;
- the Premium rates/mortality charges then in force;
- the Premium paid on the policy;
- eligibility criteria

subject to any additional underwriting required, the other Terms and Conditions of the Contract remaining the same.

If this is not possible, the policy shall be cancelled from the date of commencement.

2. Payment of Premiums :

The premiums as aforesaid are payable in advance on the anniversary of the date of commencement of the Policy. However, with the consent of the Company, the premiums can also be paid by half-yearly, quarterly or monthly installments.

A Grace Period of 30 days from the due date of payment will be allowed for payment of premiums for all modes other than monthly. For monthly mode the grace period would be 15 days from the due date of payment of premiums. Premiums may be revised by the Company to give effect to any changes in the prevailing tax laws or other legislation. In the event of death, accidental disability or critical illness during the grace period and/or before the payment of the premium then due, and the claim is admitted, the claim will be settled after deducting the balance of the Premium then due and the balance of the year's premium for cases where the premium is not paid annually in advance.

As a gesture of goodwill, the Company may by way of written intimation remind the Policyholder when the premium is due and payable under this Policy. However, it shall be the sole responsibility of the Policyholder, at all times, to discharge the premium payment obligations.

Likewise it shall not be obligatory on the Company to issue any communication to a Policyholder conveying that his/her premium paying instrument (including those for any other payments under the policy) has bounced and/or any standing instructions by the Policyholder to a bank has not been honoured, thereby resulting in non-payment/non-receipt of the premium(s)/payments under the policy. As mentioned above it shall be the sole responsibility of the Policyholder, to ensure that the premiums as mentioned herein (including for any other payments under the policy) are duly and properly discharged.

3. Lapse :

In case the Premiums are not paid within the Grace Period for the first three Policy Years as mentioned in Clause 2 above, the policy shall lapse from the due date of the first unpaid premium and no benefit under this policy will be payable.

4. Revival :

The Policyholder can revive the Policy as per the procedure mentioned below. In case the Policy is not revived within 2 years from the date of lapse, the Policy shall stand forfeited as per Clause 7 of Terms and Conditions.

The Policyholder can revive the lapsed policy by making an application within a period of two years from the due date of the first unpaid premium and before the date of maturity of the Policy.

The Policy may be revived on the following terms:

Sr. No.	Particulars	Basic Condition	Payment to be done
1)	within six months from the due date of the first unpaid premium;	without evidence of good health;	on payment of a) premiums in arrears, and; b) Interest at such rates as may be prescribed by the Company from time to time on premiums in arrears. Current interest rate is 9% per annum.
2)	after six months but within 2 years from the due date of the first unpaid premium and before the date of maturity of the policy;	on production of evidence of good health and good habits of the Life Insured to the satisfaction of the Company and also the evidence of there being no adverse change in the personal or family history or occupation;	on payment of a) premiums in arrears, and; b) Interest at such rates as may be prescribed by the Company from time to time on premiums in arrears. Current interest rate is 9% per annum.

The Company may, at its absolute discretion, accept or decline the request for revival (made by the Policyholder in writing) of a lapsed policy or accept the request for revival on such terms and conditions as it deems fit. The revival of the Policy will be effective after the Company's approval is communicated in writing to the Policyholder.

In case the lapsed policy is not revived within the above mentioned period, the same shall stand terminated without paying any benefit.

On revival, all the benefits may be reinstated to the original level.

5. **Surrender Value :**

On receipt of all the premiums for a period of at least three consecutive years, the policy shall acquire surrender value with effect from the date of the third policy anniversary reckoned from the date of commencement. On Surrender after completion of three policy years and payment of three annualized premiums, a benefit of higher of the Guaranteed Surrender Value or Special Surrender Value shall be available.

Guaranteed Surrender Value:

The Guaranteed Surrender Value shall be calculated as 30% of all premiums paid excluding first year premium and extra premiums, if any, which will increase by 2% (simple) for every year till the end of the original premium paying term and by further 6% (simple) (totally to 8%(simple)) after premium paying term.

For clarity, the Guaranteed Surrender Value (GSV) shall be calculated using the following formula:

During Premium payment Term:

$$GSV = (30\%) \times [1 + (2\% \times \text{Completed number of policy years as at date of surrender})] \times (\text{all premiums paid excluding first year premium and extra premiums, if any})$$

After Premium payment Term:

$$GSV = (30\%) \times \{ [1 + (2\% \times \text{Completed number of policy years as at date of surrender}) + 6\% \times (\text{Completed number of policy years as at date of surrender} - \text{Premium Payment Term})] \} \times (\text{all premiums paid excluding first year premium and extra premiums, if any})$$

Special Surrender Value

The Company may consider paying a special surrender value which shall be higher than Guaranteed Surrender Value.

Such special surrender value will be solely determined by the Company at its discretion, and the same will be quoted in writing by the Company, on receipt of a written request from the policyholder.

On paid-up policies the Special Surrender Value, if any, will take into account the consequent benefit reductions (as contemplated in Clause 6).

The Special Surrender Value however is subject to maximum of Basic Sum Assured.

Once the surrender value is paid, all the benefits will cease and the policy will terminate.

6. Reduced Paid-Up Option :

After the Premiums have been paid for at least three consecutive years and after completion of three years from date of commencement of the Policy, if the Policyholder stops paying premiums (and the respective Grace Period has elapsed) the Policy would be converted into a Reduced Paid-Up policy by default.

A Paid-Up policy may be reinstated (to the original benefits) within 2 years of the date of becoming Paid-Up. The conditions for reinstatement are the same as those applicable for reviving a lapsed policy mentioned earlier.

The Reduced Paid-Up Sum Assured would be calculated as:

$$\text{Reduced Paid-Up Sum Assured} = (\text{No. of years of premiums paid}) / (\text{No. of years of premiums payable, during the entire policy term}) \times \text{Basic Sum Assured}$$

If Premiums are paid for at least 3 policy years but less than 10 policy years:

- o Accidental Death Benefit and Critical Illness Benefit would not be applicable once the policy has been converted to Paid-Up.
- o Death Benefit and Maturity Benefit will be revised to the Reduced Paid Up Sum Assured

If the Premiums are paid for at least 10 policy years:

- o Death Benefit, Accidental Death Benefit, Critical Illness Benefit and Maturity Benefit will be based on the Reduced Paid-Up Sum Assured.

If the policy is Reduced Paid-Up, Accidental Disability Benefit is not available.

If a Paid-Up policy is surrendered, the Special Surrender Value (if any) will be based on the Reduced Paid-Up Sum Assured.

7. Suicide Exclusion:

In the event of the Life Insured committing suicide within one year of the date of issue of the policy, no benefit is payable.

In case of suicide within one year of the date of revival / reinstatement of the policy (revival / reinstatement being done more than 6 months from the date of the first unpaid premium), the Basic Sum Assured will not be payable. Only the Surrender Value (if applicable) on the date of death will be payable.

8. Forfeiture of Policy :

The policy will be forfeited if,

- any condition herein contained or endorsed hereon is contravened; or
- the policy goes into lapsed mode and not revived within the revival period mentioned under the Clause 4
- it is found that a statement made:
 - o in the proposal for insurance; or
 - o in any other document leading to the issue of the policy

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 all claims to any benefit under this policy shall cease and all monies that have been paid in consequence of this policy shall belong to the Company, excepting in so far as whatever relief may be granted as per the law.

*[Section 45 states "No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose: Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."]

9. Loans :

Loan facility will be available under this plan through the Company.

Loans may be granted upto 50% of the Surrender Value of the policy specified by the Company from time to time, subject to the following terms and conditions, for such amounts and on such further terms and conditions as the Company may fix from time to time.

- a. The Policy shall be assigned absolutely to and kept with the Company as security for the repayment of the loan, interest on the loan and expenses incurred in connection with the loan.
- b. The initial rate of interest will be specified by the Company in respect of each loan when the same is sanctioned. The interest rate on the loan shall be floating. The first payment of the interest will be due on the date specified by the Company and every 6 months thereafter. The Company may revise the interest rate from time to time subject to IRDA approval.
- c. The Company shall not be bound to accept repayment of the loan unless tendered in full.
- d. In the event when the outstanding loan amount (including interest) exceeds 95% of the Surrender Value, intimation will be sent to the Policyholder requesting him/her to repay the outstanding loan amount. In case policyholder fails to repay the outstanding loan amount, the policy will be foreclosed when the outstanding loan amount exceeds the Surrender Value of the Policy and the policy holder will be informed accordingly. However, we will not auto foreclose a policy where all due premiums have been paid.
- e. If the policy becomes a claim by Death or Maturity and the amount of loan or any portion thereof remains outstanding, the Company shall be entitled to deduct the same together with all interest up to the date of claim from the policy proceeds before settling the claim. However, if all due premiums have been paid, the net benefit paid on Death or Maturity will be subject to a minimum of 10% of the Basic Sum Assured.

10. Nomination and Assignment :

An assignment of this policy may be made by an endorsement upon the policy itself or by a separate instrument signed in either case by the assignor specifically stating the fact of assignment and duly attested. Such assignment shall be operative as against the Company effective from the date the Company receives a written notice of the Assignment and on confirmation of record of such Assignment. Partial Assignment of policy is not allowed.

In case of lapsation of the policy, fresh Nomination and Assignment will not be allowed. If the Policy is already assigned, the status of the Policy should be informed to the Assignee.

The Policyholder, where he/she is also the Life Insured, may, at any time before the date of Maturity of policy, make or change a nomination for the purpose of payment of the monies secured by the policy in the event of his death. Where the nominee is a minor, the Policyholder who is also the Life Insured may appoint a person to receive the money during the minority of the nominee. Nomination shall be made or changed by an endorsement on the Policy after the Policyholder communicates the same in writing to the Company.

By recording the Assignment or registering the Nomination or change in Nomination, the Company does not express itself upon the validity nor accepts any responsibility on the Assignment or Nomination.

Endorsement upon the policy for the purpose of Assignment shall cancel any existing Nomination.

11. Notice :

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

Customer Care :

**Kotak Mahindra Old Mutual Life Insurance Limited
Kotak Towers, 7th Floor, Zone IV,
Building No.21, Infinity Park,
Off Western Express Highway,
Goregaon Mulund Link Road,
Malad East, Mumbai - 400097
Toll Free: 1800-209-8800
Fax No. 022-67257452
E-mail: clientservicedesk@kotak.com**

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

Any notice, information or instruction from the Company to the Policyholder shall be mailed to the address specified in the proposal form or to the changed address as intimated to the Company 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 Policyholder, as the case may be, in the case of recorded hand delivery or courier.

12. Claims :

All claims payable will be subject to production of proof of the claim event satisfactory to the Company, such other requirements as stipulated by the Company and the legal title of the claimant, satisfactory to the Company.

The primary documents normally required for processing a claim are:

- Intimation of the claim event (duly supported by evidence of claim event), in writing and in the Company's format and signed by the beneficiary / nominee/ assignee/ legal heirs as the case may be. This intimation shall mention the following:
 - A statement that the claim event (i.e. Natural or Accidental Death, Accidental Disability or Critical Illness) has occurred
 - Details of the policy under which the insured is covered
 - Date of the claim event
 - Place of occurrence of claim event (i.e. residence/ hospital etc.) and the address of such place
 - Bank Account Details
- Cause of claim event with supporting documents.
- Proof of claim event with supporting documents (e.g. original death certificate in the case of a death claim/hospital reports in the case of a critical illness claim etc.)
- Original policy document.
- Proof of age of the insured, if this has not been previously admitted by the Company (e.g. birth certificate, school leaving certificate etc.).
- Recent photograph of the Life Insured or Nominee as the case may be.
- Current residential and permanent address proof and identity proof of beneficiary, as mentioned above.
- Photocopy of Bank Pass Book / Bank Statement of beneficiary, as mentioned above showing name of Bank, location of Bank Branch, Name of Account Holder and Account No.
- Documents relied on for taking the said Policy.

The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim. The amount due under this policy is payable at the office of the Company situated at Mumbai, but the Company may fix an alternative place of payment for the claim at any time before or after the policy has become a claim.

Additionally, following conditions should be satisfied while claiming Accidental Death Benefit, Accidental Disability Benefit and Critical Illness Benefit:

Accidental Death Benefit

If the Life Insured dies of an accident and as per the terms and conditions and the definitions of the contract the beneficiary proves the same to the satisfaction of the Company, the Accident Death Benefit (see Schedule) will become payable subject to the following :

- a) This policy is in force on the day of the accident.
- b) The Life Insured has sustained any bodily injury directly and solely from the accident, which has been caused by outward, violent and visible means.
- c) The death occurs within 120 days of the date of accident due to such injury as stated above, solely, directly and independently of all other causes of death.

The Life Insured must inform the Company of any changes in his occupation or activities as this could affect the terms and conditions of this benefit. On such disclosure, the Company shall have the right to amend the benefits payable under this benefit.

Accidental Disability Benefit

If the Life Insured named in the Schedule becomes totally or permanently disabled due to an accident and this is proved to the satisfaction of the Company, future premium payments on this policy in respect of all other benefits in force, shall be paid by the Company subject to the following:

- a. This policy is in force at the time of the accident.
- b. The correctness of the age of the Life Insured, declared in the proposal form, has been proven to the satisfaction of the

Company.

c. The Life Insured has sustained any bodily injury directly and solely from the accident, which has been caused by outward, violent and visible means.

d. The Life Insured becomes totally and permanently disabled from the date of accident due to such injury as stated above solely, directly and independently of all other causes of becoming disabled.

e. The policyholder writes to the Company, within 30 days from the day of the accident, giving the following details:

- Date, time and the place of the accident
- Nature of the accident and details thereof.
- The Life Insured's address.

f. Within 120 days after the happening of disability the Policyholder writes to the Company giving the details of permanent and total disability, in the manner required by the Company, along with proof of disability.

and

g. The Life Insured is willing to be examined by a Medical Examiner nominated by the Company

A claim under this benefit will only be considered to be admitted when written confirmation is received from the Company. However, when a claim is admitted, all premiums that became due on or after the date of death will be paid by the Company.

The Life Insured must inform the Company of any changes in his occupation or activities as this could affect the terms and conditions of this benefit. On such disclosure, the Company shall have the right to amend this benefit.

Critical Illness Benefit

If the Life Insured is diagnosed with a Critical Illness Condition listed under Section 14 and the Policyholder proves the same to the satisfaction of the Company, the Critical Illness benefit (see Schedule) will become payable subject to meeting the terms and conditions and the definitions of the critical illness outlined in the policy. After payment of critical illness claim, this benefit will cease. This benefit shall be payable, subject to the following:

- a) This policy is in force at the time of the diagnosis of the critical illness.
- b) The policy has been in force for at least six months from the date of issue.
- c) This benefit shall only be paid in respect of the first Critical Illness affecting the Life Insured diagnosed after the policy has been in force for at least six months from the date of issue.
- d) The Policyholder writes to the Company, within 30 days from the day the Critical Illness is diagnosed, giving the following details :
 - (i) Date of diagnosis of the Critical Illness
 - (ii) Nature and extent of the illness and details thereof, including medical reports and investigations, and
 - (iii) The Life Insured's address.
- e) The Life Insured is willing to be examined by a Medical Examiner nominated by the Company.

13. Free Look Provision:

In case you are not agreeable to any of the provisions stated in the Policy, then you have the option of returning the Policy to us stating the reasons thereof within 15 days from the date of the receipt of the Policy. The cancellation request should be submitted to your nearest Kotak Life Insurance Branch or sent directly to our Head Office. On receipt of your letter along with the original policy document we shall arrange to refund the Premium paid by you after deducting the proportionate risk Premium, medical charges and stamp duty. 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.

14. Terms & Conditions for Accidental Death Benefit, Accidental Disability Benefit and Critical Illness Benefit :

Accidental Death Benefit

Definitions pertaining to the Accidental Death Benefit and applicable exclusions are given below:

"**Accidental Death**" means the death of the Insured which results directly, solely and independently of any other causes from Bodily Injury AND occurs within 90 days of the date of Accident.

"**Accidental Injuries**" means death or Bodily Injury of the Insured which results directly, solely and independently of any other causes from an Accident AND which occurs within 90 days of the Accident.

"**Accident**" refers to a sudden, unforeseen and involuntary event caused by external, violent and visible means which occurs while the Contract is in force and during the lifetime of the Insured.

"**Bodily Injury**" means an abnormal bodily condition of the Insured which occurs while the Contract is in force and within 90 days of Accident, and caused directly and solely by Accident independent of any other cause and not therefore due to illness or disease. Such Bodily Injury must be evidenced by external signs such as contusion, bruise and wound except in cases of drowning and internal injury.

Exclusions:

- Intentional self-inflicted injury, attempted suicide, while being sane or insane;
- Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a Doctor;
- War, invasion, act of foreign enemy, hostilities (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;
- Taking part in any naval, military or air force operation during peace time or during service in any police, paramilitary or any similar organisation;
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
- Participation by the insured person in a criminal or unlawful act;
- 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;
- Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;

Accidental Disability Benefit

Definitions pertaining to the Accidental Disability Benefit and applicable exclusions are given below:

An Insured person is "**Totally and Permanently disabled**" if their disability meets the definition of disablement in either Part 1 or Part 2 of this definition and the disability commenced while the person was insured under this policy.

- **Part 1:** The insured person has suffered a bodily injury solely and directly as a result of an accident caused by outward, violent and visible means and within 180 days from the happening of the accident that injury has resulted in
 - o Total and irrecoverable loss of the sight of both eyes, or
 - o Loss by severance of two limbs at or above the wrist or ankle, or
 - o Total and irrecoverable loss of the sight of one eye and loss by severance of one limb at or above the wrist or ankle
- **Part 2:** The insured person has suffered a bodily injury solely and directly as a result of an accident caused by outward, violent and visible means and
 - o In our opinion, as a result of that injury the insured person is unlikely to ever work or attend to any employment, business or occupation for reward of any type; and
 - o The disability must have continued without interruption for six consecutive months or for such other period as we may reasonably required for establishing that a claim falls within this definition

Kindly refer to definitions related to 'Accident' mentioned under the section on Accidental Death Benefit earlier.

Exclusions:

- Intentional self-inflicted injury, attempted suicide, while being sane or insane;
- Insured person being under the influence of drugs, alcohol, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a Doctor;
- War, invasion, act of foreign enemy, hostilities (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;
- Taking part in any naval, military or air force operation during peace time or during service in any police, paramilitary or any similar organisation;
- Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
- Participation by the insured person in a criminal or unlawful act;
- 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;
- Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature;

Critical Illness Benefit

Definitions pertaining to the Critical Illness Benefit and applicable exclusions are given below:

1. Myocardial Infarction (Heart Attack)

The first occurrence of heart attack or myocardial infarction which means the death of portion of heart muscle as a result of an acute interruption of blood supply to the heart muscle.

The diagnosis shall be supported by at least three of the following five criteria being present and consistent with heart attack.

- History of typical chest pain
- New confirmatory ST-T Elevation in ECG
- Diagnostic elevation of cardiac enzyme CK-MB
- Diagnostic elevation of Troponin T or I
- Left ventricular ejection fraction less than 50%, measured 3 months or more after event.

The diagnosis must be confirmed by a Consultant Cardiologist/Physician.

For the above definition, the following are not covered:

- Acute coronary syndrome (stable or unstable angina)
- Elevations of troponin in the absence of overt ischemic heart diseases (e.g. myocarditis, apical ballooning, cardiac contusion, pulmonary embolism, drug toxicity)
- Myocardial infarction with normal coronary arteries or caused by coronary vasospasm, myocardial bridging or drug abuse
- Myocardial infarction that occurs within 14 days after coronary angioplasty or bypass surgery

2. Cancer

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The diagnosis must be confirmed by a Specialist.

Unless not specifically excluded, leukaemia, malignant lymphoma and myelodysplastic syndrome are covered under this definition.

For the above definition, the following are not covered:

- Any tumour histologically classified as pre-malignant, non-invasive or carcinoma in situ (including ductal and lobular carcinoma in situ of the breast and cervical dysplasia CIN-1, CIN-2 and CIN-3)
- Any prostate cancer unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.
- Chronic lymphocytic leukaemia unless having progressed to at least Binet Stage B
- Basal cell carcinoma and squamous cell carcinoma of the skin and malignant melanoma stage IA (T1aN0M0) unless there is evidence for metastases
- Papillary thyroid cancer less than 1 cm in diameter and histologically described as T1N0M0
- Papillary micro-carcinoma of the bladder histologically described as Ta
- Polycythemia rubra vera and essential thrombocythemia
- Monoclonal gammopathy of undetermined significance
- Gastric MALT Lymphoma if the condition can be treated with Helicobacter- eradication
- Gastrointestinal stromal tumour (GIST) stage I and II according to the AJCC Cancer Staging Manual, Seventh Edition (2010)
- Cutaneous lymphoma unless the condition requires treatment with chemotherapy or radiation
- Microinvasive carcinoma of the breast (histologically classified as T1mic) unless the condition requires mastectomy,

- chemotherapy or radiation
- Microinvasive carcinoma of the cervix uteri (histologically classified as stage IA1) unless the condition requires hysterectomy, chemotherapy or radiation.

3. Stroke

Death of brain tissue due to an acute cerebrovascular event caused by intracranial thrombosis or haemorrhage (including subarachnoid haemorrhage), or embolism from an extracranial source with acute onset of new neurological symptoms, and new objective neurological deficits on clinical examination.

The neurological deficit must persist for more than 3 months following the date of diagnosis. The diagnosis must be confirmed by a Consultant Neurologist/Physician and supported by imaging findings.

For the above definition, the following are not covered:

- Transient Ischaemic Attack (TIA) and Prolonged Reversible Ischaemic Neurological Deficit (PRIND);
- Traumatic injury to brain tissue or blood vessels
- Neurological deficits due to general hypoxia, infection, inflammatory disease, migraine or medical intervention
- Incidental imaging findings (CT- or MRI-scan) without clearly related clinical symptoms (silent stroke)

4. Coronary Artery Bypass Graft Surgery (CABG)

The undergoing of heart surgery to correct narrowing or blockage of two or more coronary arteries with bypass grafts. Heart surgery with full sternotomy (vertical division of the breastbone) and minimally invasive procedures (partial sternotomy or thoracotomy) are covered. The surgery must be determined to be medically necessary by a Consultant Cardiologist or Cardiac Surgeon and supported by coronary angiogram findings.

For the above definition, the following are not covered:

- Bypass surgery to treat narrowing or blockage of one coronary artery
- Coronary angioplasty or stent-placement

5. Major Organ, Composite Tissue or Bone Marrow Transplantation

The undergoing as a recipient of an allograft or isograft transplant of one or more of the following:

- Heart
- Kidney
- Liver (including split liver and living donor liver transplantation)
- Lung (including living donor lobe transplantation or single-lung transplantation)
- Bone marrow (allogeneic hematopoietic stem cell transplantation preceded by total bone marrow ablation)
- Small bowel
- Pancreas

Partial or full face, hand, arm and leg transplantation (composite tissue allograft transplantation) is covered under this definition, too. The condition leading to transplantation must be deemed untreatable by any other means, as confirmed by a Specialist.

For the above definition, the following are not covered:

- Transplantation of other organs, body parts or tissues (including cornea and skin)
- Transplantation of other cells (including islet cells and stem cells other than hematopoietic)

6. Paralysis

Total and irreversible loss of muscle function to the whole of any 2 limbs as a result of injury to, or disease of the spinal cord or brain. Limb is defined as the complete arm or the complete leg. Paralysis must be present for more than 3 months, confirmed by a Consultant Neurologist and supported by clinical and diagnostic findings.

For the above definition, the following are not covered:

- Paralysis due to self-harm or psychological disorders
- Guillain-Barré-Syndrome
- Periodic or hereditary paralysis

7. Loss of Limbs

A definite diagnosis of complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation. The diagnosis has to be confirmed by a Specialist.

For the above definition, the following are not covered:

- Loss of limbs due to self-inflicted injury

8. Major Burns - Third-degree burns

Burns that involve destruction of the skin through its full depth to the underlying tissue (third-degree burns) and covering at least 20% of the body surface as measured by "The Rule of Nines" or the "Lund and Browder Chart". The diagnosis must be confirmed by a Specialist.

For the above definition, the following are not covered:

- Third-degree burns due to self-inflicted injury
- Any first- or second-degree burns

9. Heart Valve Surgery

The undergoing of surgery to replace or repair one or more defective heart valves. The following procedures are covered under this definition:

- Heart valve replacement or repair with full sternotomy (vertical division of the breastbone), partial sternotomy or thoracotomy
- Ross-Procedure
- Catheter-based valvuloplasty
- Transcatheter aortic valve implantation (TAVI)
- The surgery must be determined to be medically necessary by a Consultant Cardiologist or Cardiac Surgeon and supported by echocardiogram or cardiac catheterisation findings.

For the above definition, the following are not covered:

- Transcatheter mitral valve clipping

10. Blindness or Profound Vision Loss

Profound vision loss of both eyes resulting from either disease or trauma that cannot be corrected by refractive correction, medication, or surgery. Profound vision loss is evidenced by either a visual acuity of 3/60 or less (0.05 or less in the decimal notation) in the better eye after best correction or a visual field of less than 10° diameter in the better eye after best correction. The diagnosis must be confirmed by a Consultant Ophthalmologist.

11. Aorta Surgery

The undergoing of surgery to treat narrowing, obstruction, aneurysm or dissection of the aorta. Minimally invasive procedures like endovascular repair are covered under this definition. The surgery must be determined to be medically necessary by a Consultant Surgeon and supported by imaging findings.

For the above definition, the following are not covered:

- Surgery to any branches of the thoracic or abdominal aorta (including aortofemoral or aortoiliac bypass grafts)
- Surgery of the aorta related to hereditary connective tissue disorders (e.g. Marfan syndrome, Ehlers -Danlos syndrome)
- Surgery following traumatic injury to the aorta.

12. Kidney Failure - End stage Renal Disease

Chronic and irreversible failure of both kidneys, as a result of which regular haemodialysis or peritoneal dialysis is instituted. The dialysis must be medically necessary and confirmed by a Consultant Nephrologist.

For the above definition, the following are not covered:

- Acute reversible kidney failure with temporary renal dialysis

Additional Exclusions:

The following are exclusions for the Critical Illness Benefit in addition to the disease-specific exclusions that are incorporated into the definition of the disease above. Critical Illness Benefit shall not be paid upon claims occurring as a result of (any of the following):

- Diseases in the presence of an HIV infection;
- Diseases that have previously occurred in the life insured (i.e. the benefit is payable only if the disease is a first incidence, regardless of whether the earlier incidence occurred before the individual was covered or whether the insured was covered by the Company or another insurer);
- Any disease occurring within 6 months of the start of coverage (i.e. during the waiting period);
- Any diseases causing the death of the insured within the stipulated survival period (i.e., 30 days) measured from the date of incidence of the illness;
- Claim directly or indirectly caused by, based on, arising out of, or howsoever, to any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier

- policy;
- Any congenital condition;
 - Intentional self-inflicted injury, attempted suicide, while sane or insane;
 - 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;
 - Failure to seek or follow medical advice;
 - War, invasion, act of foreign enemy, hostilities (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;
 - Taking part in any naval, military or air force operation during peace time;
 - Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable;
 - Participation by the insured person in a criminal or unlawful act;

Annexure - Query/Complaint Resolution

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

Customer Care,

Kotak Mahindra Old Mutual Life Insurance Limited
Kotak Towers, 7th Floor, Zone IV
Building No. 21, Infinity Park,
Off Western Express Highway,
Goregaon Mulund Link Road,
Malad East, Mumbai-400097
Toll Free : 1800-209-8800
Fax No. 022-67257452
E-mail : clientservicedesk@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 Grievance Redressal Officer

Kotak Mahindra Old Mutual Life Insurance Limited
Kotak Towers, 7th Floor, Zone IV
Building No. 21, Infinity Park,
Off Western Express Highway,
Goregaon Mulund Link Road,
Malad East, Mumbai-400097
Toll Free : 1800-209-8800
Fax No. 022-67257452
E-mail : kli.grievance@kotak.com

3. In case you are not satisfied with the decision/resolution of the Company, 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

List of Insurance Ombudsman

Insurance Ombudsman Contact Details	Areas of Jurisdiction	Insurance Ombudsman Contact Details	Areas of Jurisdiction
Ahmedabad Insurance Ombudsman Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U.Shah College, Ashram Road, AHMEDABAD-380 014. Tel.: -079-27546840 Fax : 079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, Moin Court, A.C.Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : - 040-65504123 Fax : 040-23376599 E-mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.: - 0755-2769201/202 Fax : 0755-2769203 Email:bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel.: - 0484-2358759 Fax : 0484-2359336 E-mail: iokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest Park BHUBANESHWAR-751 009. Tel.: - 0674-2596455/461/429 Fax : 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, Chittaranjan Avenue, KOLKATA-700 072. Tel.: - 033-22124339 / 4340 / 4341 Fax : 033-22124342 E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
CHANDIGARH Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd floor, Batra Building, Sector 17-D CHANDIGARH-160 017. Tel.: - 0172-2706468/6196 Fax : 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th floor, Nawal Kishore Rd. Hazaratganj, LUCKNOW-226 001. Tel.: -0522-2231331 Fax : 0522-2231310 E-mail: insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: - 044-24333668/5284 Fax : 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd floor, Jeevan Seva Annexe, S.V.Road, Santacruz(W), MUMBAI-400 054. Tel.: - 022-26106889/6671 Fax : 022-26106052 E-mail: ombudsmanmumbai@gmail.com	Maharashtra, Goa
NEW DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.: - 011-23239633/11 Fax : 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5 th floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: - 0361-2132204/5 Fax : 0361-2732937 E-mail: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

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,

5. The complaint to the Ombudsman can be made only if the grievance has been rejected by the Grievance Redressal Machinery of the Company.