

Kotak Health Shield
Non-linked, Non-Participating, Fixed Benefit, Health Plan
PART A

To,
Mr. _____

Date: _____

Policy No.: _____



Dear Mr. _____

We welcome you to Kotak Life Insurance family.

We view insurance as being much more than a cover; it is about savings and protection, about being carefree, about living life to the fullest. It is indeed heartening to know that you share our sentiments.

Please be rest assured, the faith and confidence that you have placed in us would certainly be a rewarding and wholesome experience.

Your policy details

Name of Plan	Policy No	Client Id
Kotak Health Shield (UIN- 107N105V01)	_____	_____

Your Life Advisor Details

Channel	
Name of the Life Advisor	
Life Advisor Code	
Life Advisor Tel No	
Life Advisor Mob No	
Address of the Life Advisor	
PIN	
Email	

Free-Look Period:

You are offered a 15 days free look period (except for policies sold through Distance Marketing* mode and electronic policies – which will have 30 days), from the date of receipt of this Policy Document. During this period you may choose to reconsider your decision to hold this Policy, or may choose to return the same within the said 15 days /30 days of receipt of the Policy document by stating the reasons thereof. If you return the Policy, within the aforesaid period you shall be entitled to a refund of the premium paid after adjustments for any expenses for medical examination incurred for the Proposer (if any), stamp duty 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.

The free look period applicable to this Policy is <<15/ 30>> days.

*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone calling (ii) Short Messaging service (SMS) (iii) Electronic mode which includes e-mail and interactive television (DTH) (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person.

Contact us: In event of any queries or concerns regarding the policy contract you may reach out to us at <https://kli.in/WECARE>.

As an evidence of the insurance contract between Kotak Life Insurance Company Limited ("the Company") and you ("the Policyholder"), the Policy Document is enclosed herewith. Your Policy Document is an important legal document and should be kept in a safe place. We are also enclosing alongside a copy of your proposal form submitted by you for your information and record. You are kindly advised to consult your Tax Advisor for any tax benefits available to you.

If you notice any discrepancy with respect to your name, personal details or other information relating to the Policy, please return the Policy Document to us immediately along with a letter stating the discrepancy. For any service requests, please contact your Life Advisor or the nearest Kotak Life Insurance Branch. You may reach out to us at <https://kli.in/WECARE> or visit our website <https://www.kotaklife.com>. Please quote your Policy number and client id number in all your correspondence with us.

We hope this Policy meets your expectations and this is the beginning of a long relationship with you. It will be our pleasure to serve you, protect you and be with you; assuring you of our best services at all times.

Best wishes,

Authorised Signatory

Kotak Mahindra Life Insurance Company Limited

CIN: U66030MH2000PLC128503, IRDAI Registration No. 107, Regd. Office: 8th Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <https://www.kotaklife.com>, <https://kli.in/WECARE>, WhatsApp: 9321003007, Toll Free No.: 18002098800

First Premium Certificate

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I. AGREEMENT

Kotak Mahindra Life Insurance Company Limited is registered with the Insurance Regulatory & Development Authority of India (hereinafter referred to as “IRDAI”) under the Insurance Act, 1938 (4 of 1938) (hereinafter referred to as the “Act”) as a Life Insurer having Registration No. 107, and accordingly is engaged in the business of life insurance, which includes its assigns and successors (hereinafter called “the **Company**”), has received a Proposal and Declaration together with first Premium/Single Premium, as the case may be, for insurance from the Policyholder named in the Schedule hereto, and it has been agreed to by the Policyholder that the proposal, declaration and statements contained and referred to therein are declared to be the basis of this contract of insurance for the benefits and on the terms stated in the Schedule.

The Company agrees that, subject to realization of the first/single Premium received and due receipt of the subsequent premiums, if any, as set out in the Schedule, and subject to terms and conditions set forth in this Policy Document, it will pay the benefits as mentioned in the Schedule, to the Beneficiary, on proof to the complete satisfaction of the Company:

- of the benefits having become payable under the terms of this Policy;
- of the title of the said person(s) claiming payment;
- of the correctness of the age of the Policyholder/ Life Assured stated in the proposal; and
- of the correctness of all the statements stated in the proposal form and during the telephonic interview of the Policyholder/Life Assured (if applicable) and any other documents submitted to the Company with respect to health, family medical history, occupation, income, personal medical history, existing insurance details etc.

It is hereby declared that this Policy Document of insurance shall be subject to the conditions and privileges as hereinafter stated and that the following Schedule and every endorsement incorporated in this Policy by the Company shall be deemed to be part of the Policy.

In this Policy, unless the context specifies otherwise, references to the Recitals, Clauses, Schedules and Annexures, if any, shall be deemed to be a reference to the Recitals, Clauses, Schedules and Annexures of this Policy.

Words and expressions used in this Policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or any Rules/Regulations made there under as amended from time to time.

This Policy is subject to the Tax Laws* and other legislations prevailing in India. In the

event of any amendments, or change (prospective and retrospective) to any of the provisions of the said Tax Laws and/or legislations and /or in the event any interpretation adopted by the Company is held contrary to the position adopted by the government authorities, impacting cash flows, charges, revenue and remuneration accruing from this Policy Document, the Company reserves the right to revise the Premium(s) or the benefits(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as referring to any amendment, re-enactment (whether before or after the date of signing of the Policy) or enactment that has replaced the first mentioned enactment (with or without amendment) and to any regulation or order made under it.

Exemptions/ Concessions: Where the Company is entitled to an exemption or concession concerning any Tax to be levied in India in respect of the Policy, the Policyholder shall use reasonable endeavors to enable the Company to claim such concession or exemption.

Collection of Taxes: The Policyholder/ Beneficiary shall be liable for any tax amount which is payable under the applicable Tax Laws to any competent governmental authority in India on the premium, charges or any benefits/ claims payable under this Policy.

In the event that any term, condition or provision of this Policy is held to be in violation of any applicable Law, Statute or Regulation or if for any reason a court of competent jurisdiction finds any provision of the Policy or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Policy, and the remainder of this Policy shall continue in full force and effect.

Any dispute under this Policy shall be subject to the laws prevailing in India.

*“Tax Laws” means all laws, regulations, legislations including any amendments made in relation to taxes, levies, imposts, cesses, duties and other forms of taxation, including (but without limitation) Goods and Services Tax, any other tax which are applicable or may be applicable on any future date, corresponding to the Premiums or benefits under this Policy and includes any interest, surcharge, penalty or fine in connection therewith which may be payable.

<<Space for stamp duty endorsement>>

SCHEDULE

a) Policy Details

Policy No.:			
Plan Name:	Kotak Health Shield		
Unique Identification Number (UIN):	107N105V01		
Plan Description:	Non-Linked, Non-Participating, Fixed Benefit, Health Plan		
Name of the Life Assured in full:			
Address of the Life Assured:			
Client ID of the Life Assured:			
Date of Birth of the Life Assured			
Gender of the Life Assured:			
Life Assured's Age at Commencement:			
Whether Age of the Life Assured at Commencement Admitted:			
Name of the Policyholder in full:			
Client ID of Policyholder :			
Date of Birth of the Policyholder :			
Gender of the Policyholder :			
Date of Commencement of Policy:			
Date of Commencement of Risk:			
Date of Maturity:			
Term of the Policy:			
Premium Amount:			
Premium Payment Term:			
Premium Payment Mode:			
Due Date for payment of Premium:			
Date of Last Instalment Premium:			
Plan Option and Sum Assured Selected at inception:	Plan Option Selected	Sum Assured	

	<<Plan Option A : Personal Accident Shield	>>	
	<< Plan Option B: Cardiac Shield	>>	
	<< Plan Option C: Cancer Shield	>>	
	<< Plan Option D: Neuro Shield	>>	
	<< Plan Option E : Livo Shield	>>	
Death Benefit	Death benefit is payable only under Plan Option A (Personal Accident Shield), if chosen. No death benefit is payable under any other Plan Option.		
Optional Benefit(s) Opted for	<< Yes / No >>		
Name of the Optional Benefit(s)	<< Daily Hospital Cash Benefit>> << Income Benefit >> << Waiver of Premium >>		
<<Daily Hospitalization Cash Benefit Amount opted for (if applicable)>>	<<Rs. 2000>>/ <<Rs.3000>>/ <<Rs. 5000>> per day		

b) Nominee Details:

Name of the Nominee(s)	Age of the Nominee	Name of the Appointee where Nominee is minor	Entitlement (%)	Relationship with the Life Assured

Please Note: To enjoy the full benefits under this Policy, please ensure that all Premiums are paid up to date.

PART B

A. DEFINITIONS

In this Policy, the following definitions shall be applicable:

General Definitions:

1. **Accident:** Means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Act:** Means Insurance Act, 1938, as amended from time to time;
3. **Age:** Refers to the age of the Life Assured on the last birthday (as per the English calendar);
4. **Appointee:** Means the person named by the Policyholder and registered with the Company in accordance with the Nomination Schedule, who is authorized to receive the benefits payable under this Policy on behalf of a minor Nominee ;
5. **Claim:** Means a claim for payment of any benefit under the terms of this Policy. Claim can be of two types-
 - a. Major Claim – A claim for benefits relating to a Major Condition,
 - b. Minor Claim – A claim for benefits relating to a Minor Condition.
6. **Beneficiary:** Means, the Policyholder; or the Life Assured; or the Assignee; or the nominee; or the legal heir of the Policyholder or the Nominee, as the case may be;
7. **Company:** Means or refers to Kotak Mahindra Life Insurance Company Limited;
8. **Cooling Off Period:** Means or refers to a period of 180 days starting from diagnosis of a Minor Condition for which a claim is made and admitted by the Company. No further claim shall be admitted with respect to another Minor Condition, under the same Plan Option, diagnosed during the Cooling Off Period. There shall be no Cooling Off period in case of a Major Claim post a Minor Claim. Similarly there is no Cooling Off period applicable between simultaneous Minor Claims under different Plan Options opted for by the Policyholder;
9. **Date of Commencement of Policy:** Means the date, as stated in the Policy Schedule as date of commencement of Policy;
10. **Date of Commencement of Risk:** Means the date, as stated in the Policy Schedule as date of commencement of Risk, on which the insurance coverage under this Policy commences;

- 11. Date of Inception of Policy:** It is the date on which the Policy comes into effect and is the same as date of commencement of Policy;
- 12. Date of Maturity:** Means the date specified in the Schedule which signifies the end of the Policy Term. No Maturity benefit is payable under the policy;
- 13. Date of Revival:** Means the date on which the request for re-instatement of the Policy which was lapsed due to the non-payment of Premium is accepted by the Company;
- 14. Death Benefit:** Means the benefit which becomes payable on the Life Assured's death due to accident in accordance with Part C of this Policy. Death benefit is applicable only if Plan Option-A (Personal Accident Shield) is opted for by the Policyholder. No death benefit is payable under any other Plan Option.
- 15. Diagnosis or Diagnosed:** Means the definitive diagnosis made by a Medical Practitioner during the Policy Term, based upon radiological, clinical, and histological or laboratory evidence acceptable by the Company provided the same is acceptable and concurred by the appointed Medical Practitioner of the Company. In the event of any doubt regarding the appropriateness or correctness of the Diagnosis, the Company will have the right to call for the examination and/or the evidence used in arriving at such Diagnosis, by a Medical Practitioner or an independent expert selected by the Company. The opinion of such an expert as to such Diagnosis shall be binding on both the Company and the Policy Holder;
- 16. Grace Period:** Means the period granted by the Company i.e. 30 days from the due date for payment of Premium for Annual 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. Grace period is not applicable for Single premium payment option under this policy;
- 17. IRDAI:** Means the Insurance Regulatory and Development Authority of India;
- 18. Lapse :** Means cessation of the benefits under the Policy upon non-payment of the due Premiums within the Grace Period
- 19. Life Assured:** Means the person as stated in the Policy Schedule on whose life the contingent events have to occur for the Benefits to be payable. The Life Assured may be the Policyholder;
- 20. Medical Practitioner:** Means a Medical Practitioner is a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within

its jurisdiction; and is acting within the scope and jurisdiction of his license. The Medical Practitioner shall not include: a) A close relative of the policyholder; or b) A person who resides with the policyholder; or c) A person covered under this Policy.

21. Minimum Entry Age & Maximum Entry Age for the Life Assured: The Minimum Age at entry is 18 years and the Maximum Age at entry is 65 years.

22. Nominee: Means the person named by the Policyholder and registered with the Company in accordance with the Nomination Schedule, who is authorized to receive the benefits under this Policy, on the death of the Life Assured;

23. Policy: Means the contract of insurance entered into between the Policyholder and the Company as evidenced by Policy Document;

24. Policyholder: Means or refers to the Policyholder stated in the Policy Schedule

25. Policy Anniversary: Means the annual anniversary of the Date of Risk Commencement;

26. Policy Document: Means the present contract of insurance which has been issued on the basis of the proposal, other representations and documents submitted by the Policyholder and/or the Life Assured(s).

27. Policy Term: Means the period mentioned in the Schedule, it is the period during which the Life Assured is covered, subject to the Policy being in force at the time of occurrence of contingent event covered under the Policy.

28. Pre Existing Condition: Means any condition, ailment or injury or disease(s):

- That is/are diagnosed by a physician within 48 months prior to the effective date of the Policy issued by the Insurer or its reinstatement.
- For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to effective date of the Policy issued by the Insurer or its reinstatement

29. Premium: Means the Single Premium (for Single Premium payment option) or the first year premium and subsequent premiums due (in case of an option other than Single Premium payment option) and payable under the Policy. The premium shall be subject to taxes as may be applicable from time to time.

30. 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

31. Revival: Means reinstatement of the lapsed benefits of the Policy in accordance with the provisions of the Policy Document. Revival may be of the following two types and the same may be made before the date of maturity of the Policy but, within the timelines indicated below:

- a. 'Minor Revival': means revival made within six months from the due date of the first unpaid Premium causing the Policy to Lapse; and
- b. Major Revival': means revival made after six months but within five years from the due date of the first unpaid Premium causing the Policy to Lapse.

32. Revival Period: means the period of five consecutive years from the date of first unpaid premium, during which period the Policyholder is entitled to revive the Policy, which was lapsed due to the non-payment of Premium, in accordance with the terms of Revival of a Policy.

33. Sum Assured: Means the amount mentioned in the Schedule under Sum Assured. This is the base amount considered for the purpose of calculation of the benefit payable on occurrence of contingencies covered under the respective Plan Option opted for by the Policy holder at the inception of the policy. Actual Benefits shall be paid as per the terms of this Policy.

34. Survival Period: Means a period of fifteen days from the date of diagnosis of a condition covered under this Policy. Survival Period shall be applicable for Plan Option B (Cardiac Shield), Plan Option C (Cancer Shield), Plan Option D (Neuro Shield) and Plan Option E (Livo Shield). It refers to the period from the diagnosis of listed conditions, unless a separate survival period[^] is specified for any particular disease/condition in the definitions. The diagnosis of the condition covered must be made peri-mortem (i.e. while the life Assured is still alive). Under these Plan Options, the benefit against a claim shall be payable only if the Life Assured survives till the expiry of the Survival Period. If the Life Assured dies within the Survival Period, no claim shall be payable with respect to that condition. This is applicable to both minor and major claims.

[^] This refers to separate survival period mentioned of certain conditions in the definitions provided for example

- definition of Stroke resulting in permanent symptoms
- Survival Period is not applicable for Plan Option A (Personal Accident Shield) except for disability (other than physical severance) where it should have persisted for at least 120 days with other conditions as per definitions.

35. Waiting Period: The benefits under this Policy shall not apply or be payable in respect of any listed conditions which first manifested itself or was contracted or medical evidence confirming that the diagnosis of the listed conditions first occurred is found during the first 6 months from the Policy issue date or from the policy reinstatement date where the policy has lapsed for more than two months. In the event of occurrence of any of the scenarios mentioned above, where it is established that the Life Assured was diagnosed to have any one of the conditions listed under Plan the Options, during the waiting period for which a claim could have been made, the Company will refund the Premiums from the Date of Commencement of Risk of the Policy or from the Date of Revival as applicable and the Policy will terminate with immediate effect.

In the event where multiple plan options has been selected under this policy, the Company will refund the premiums from the Date of Commencement of Risk of the Policy or from the Date of Revival as applicable for the particular Plan Option and the coverage will terminate with immediate effect. However, the Policy shall continue with the other Plan Options.

No waiting period applies for Plan Option A (Personal Accident Shield).

Definitions specific to Plan Options chosen

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- **Definitions applicable for Personal Accident Shield-**
 - **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external and visible and violent means.
 - **Bodily Injury** means physical, external, Accidental bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the period of Insurance.

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- **<<Definitions applicable for Cardiac Shield**
 - **Definitions for Minor Conditions:**
 - i. **Angioplasty:** Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG). Coronary arteries herein refer to left main stem, left anterior descending, Circumflex and right coronary artery.

Note: Diagnostic angiography or Investigation procedures without Angioplasty/stent insertion are excluded.

- ii. **Balloon Valvotomy or Valvuloplasty:** The actual undergoing of Valvotomy or Valvuloplasty necessitated by damage of the heart valve as confirmed by a specialist in the relevant field where the procedure is performed totally via intravascular catheter based techniques. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or Echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist. The following are excluded:
 - Procedures done for treatment of Congenital Heart Disease.
- iii. **Carotid Artery Surgery:** The actual undergoing of surgery to the Carotid Artery to treat carotid artery stenosis of fifty percent (50%) and above, as proven by angiographic evidence, of one (1) or more carotid arteries. Both criteria (a) and (b) below must be met:
 - (a) Either:
 - i. Actual undergoing of endarterectomy to alleviate the symptoms; or
 - ii. Actual undergoing of an endovascular intervention such as angioplasty and/or stenting or atherectomy to alleviate the symptoms; and
 - (b) The Diagnosis and medical necessity of the treatment must be confirmed by a Registered Medical Practitioner who is a specialist in the relevant field.
- iv. **Implantable Cardioverter Defibrillator:** Actual undergoing of insertion of an implantable cardiac defibrillator to correct serious cardiac arrhythmia which cannot be treated via other methods or the insertion of permanent cardiac defibrillator to correct sudden loss of heart function with cessation of blood circulation around the body resulting in unconsciousness.

Insertion of Cardiac Defibrillator means surgical implantation of either Implantable Cardioverter-Defibrillator (ICD), or Cardiac Resynchronization Therapy with Defibrillator (CRT-D)

The insertion of a permanent Cardioverter-Defibrillator (ICD) must be certified to be absolutely necessary by a specialist in the relevant field.

Note: Cardiac arrest secondary to alcohol or drug misuse will be excluded.

v. **Infective Endocarditis** :Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- Positive result of the blood culture proving presence of the infectious organism(s).
- Presence of at least moderate heart valve incompetence (meaning regurgitate fraction of twenty percent (20%) or above) or moderate heart valve stenosis (resulting in heart valve area of thirty percent (30%) or less of normal value) attributable to Infective Endocarditis; and
- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a consultant cardiologist.

vi. **Implantation of Pacemaker of Heart (Insertion of Pacemaker):** Actual undergoing of Insertion of a permanent cardiac pacemaker to correct serious cardiac arrhythmia which cannot be treated via other means. The insertion of the cardiac pacemaker must be certified to be medically necessary by a specialist in the relevant field.

Note: Cardiac arrest secondary to alcohol or drug misuse will be excluded.

vii. **Minimally Invasive Surgery of Aorta:** The actual undergoing of minimally invasive surgical repair (i.e. via percutaneous intra-arterial route) of a diseased portion of an aorta to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches

Note: Procedures done for treatment of Congenital Heart Disease are excluded.

- viii. **Pericardectomy:** The undergoing of a Pericardectomy performed by open heart surgery or keyhole techniques as a result of pericardial disease. The surgical procedures must be certified to be medically necessary by a consultant cardiologist. Other procedures on the pericardium including pericardial biopsies, and pericardial drainage procedures by needle aspiration are excluded. The actual undergoing of pericardectomy secondary to chronic constrictive pericarditis.

The following are specifically excluded:

- Chronic constrictive pericarditis related to alcohol or drug abuse.
 - Acute pericarditis due to any reason
- ix. **Surgery for Cardiac Arrhythmia:** Ablative Procedure is defined as catheter ablation procedures using radiofrequency or cryothermal energy for treatment of a recurrent or persistent symptomatic arrhythmia refractory to antiarrhythmic drug therapy. Ablation procedures should immediately follow the diagnostic electrophysiology study. The ablative procedure must be certified to be absolutely necessary by a consultant cardiologist (electrophysiologist). Preprocedural evaluation prior to ablation procedures and ablation procedures as below should be completely documented:
- Strips from ambulatory Holter monitoring in documenting the arrhythmia
 - Electrocardiographic and electrophysiologic recording, cardiac mapping and localization of the arrhythmia during the ablative procedure.
- x. **Surgery to place Ventricular Assist Devices or Total Artificial Hearts:** This is an open chest procedure for implantation of Left Ventricular Assist Device/Ventricular Assist Device as bridges to cardiac transplantation or destination therapy for long term use for the Refractory Heart Failure with reduced ejection fraction as defined below: NYHA Class IV symptoms who failed to respond to optimal medical management for ≥ 45 of the past 60 days, or have been intra-aortic balloon pump dependent for 7 days, or IV inotrope dependent for 14 days.

Note: Ventricular dysfunction or Heart failure directly related to alcohol or drug abuse is excluded.

- **Definitions for Major Conditions:**

- i. **Cardiomyopathy** :An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Medical Practitioner who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart Association classification Class III or Class IV, or its equivalent, based on the following classification criteria:
- Class III - Marked functional limitation. Affected patients are comfortable at rest but performing activities involving less than ordinary exertion will lead to symptoms of congestive cardiac failure.
 - Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced. The Diagnosis of Cardiomyopathy has to be supported by echographic findings of compromised ventricular performance. Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.
- ii. **Heart Transplant**: The actual undergoing of a transplant of heart that resulted from irreversible end-stage failure of the heart. The undergoing of a heart transplant has to be confirmed by a specialist medical practitioner (cardiologist). Stem cell Transplants are excluded.
- iii. **Major Surgery of Aorta**: The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.
- The following are excluded:
- Surgery performed using only minimally invasive or intra-arterial techniques are excluded
 - Angioplasty and/or any other intra-arterial procedures, catheter based techniques, "keyhole" or laser procedures are excluded
 - Procedures done for treatment of Congenital Heart Disease are excluded
- iv. **Myocardial Infarction (First Heart Attack – of Specific Severity)**: The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of

inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- Other acute Coronary Syndromes
- Any type of angina pectoris
- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

- v. **Open Chest Coronary Artery Bypass Graft** : The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded

- Angioplasty and/or any other intra-arterial procedures

- vi. **Open Heart Replacement or Repair of Heart Valves**: The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are excluded:

- Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty.

- vii. **Primary (Idiopathic) Pulmonary Hypertension** : An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of

right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

The NYHA Classification of Cardiac Impairment are as follows:

- Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.>>

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- **Definitions applicable for Cancer Shield-**

- **Definitions for Minor Conditions**

- **Carcinoma-in-Situ of any organ:**

- i. Carcinoma in situ (CIS) means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane.
 - ii. The diagnosis of the Carcinoma in situ must always be supported by a histopathological report.
 - iii. Furthermore, the diagnosis of Carcinoma in situ must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.
 - iv. In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with the cervical biopsy report clearly indicating presence of CIS.
 - v. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, and CIN II (where there is severe dysplasia without carcinoma in situ) does not meet the required definition and are specifically excluded.
 - vi. All CIS of the skin are specifically excluded.
 - vii. This coverage is available on the first occurrence of CIS at the same organ. Multiple claims from the same organ will not be admissible.

- **Early Stage Cancer:** Early Stage Cancer shall mean first ever diagnosis with the presence of one of the following malignant conditions:
 - Any malignant tumor of the thyroid, positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue, which is histologically classified as T1N0M0 according to the TNM classification system, or another equivalent classification
 - Prostate tumor should be histologically described as TNM Classification T1a or T1b or T1c or of another equivalent classification.
 - Chronic lymphocytic leukaemia classified as Rai Stage I or II;
 - Basal cell and Squamous skin cancer that has spread to distant organs beyond the skin,
 - Hodgkin's lymphoma Stage I by the Cotswold's classification staging system.

All tumors of the urinary bladder histologically classified as T1N0M0 (TNM Classification).

Note: The Diagnosis must be based on histopathological features and confirmed by a Pathologist. Pre-malignant lesions and conditions, unless listed above, are excluded.

Definitions for Major Conditions

- **Cancer of Specified Severity:** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 and CIN-3.
- Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

- Chronic lymphocytic leukaemia less than RAI stage 3
- Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

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- **Definitions applicable for Neuro Shield:**

- **Definitions for Minor Conditions:**

- Coma – (48 hours):** A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - No response to external stimuli continuously for at least 48 hours;
 - Life support measures are necessary to sustain life; and
 - Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
 - The condition has to be confirmed by a specialist medical practitioner.

➤ Coma resulting directly from alcohol or drug abuse is excluded.
- Permanent Paralysis of one limb:** Total and irreversible loss of use of one limb as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

- **Definitions for Major Conditions:**

- Bacterial Meningitis:** Bacterial or viral infection resulting in severe inflammation of the membranes of the brain, brain substance (cerebral hemisphere, brainstem or cerebellum) or spinal cord, resulting in permanent inability to perform (whether aided or unaided) at least 3 of the following 6 “Activities of Daily Living**”(defined below) for a continuous period of at least 6 months.
- Benign Brain Tumour:** Benign brain tumour is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor

must be confirmed by imaging studies such as CT scan or MRI. This brain tumour must result in at least one of the following and must be confirmed by the relevant medical specialist.

- Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumour

The following conditions are excluded:

- Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumours, tumours of skull bones and tumours of the spinal cord.

iii. **Brain Surgery:** The actual undergoing of surgery to the brain, under general anaesthesia, during which a Craniotomy is performed. Burr hole and brain surgery as a result of an accident is excluded. The procedure must be considered necessary by a qualified specialist and the benefit shall only be payable once corrective surgery has been carried out.

iv. **Coma of specified severity:** A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli continuously for at least 96 hours;
- Life support measures are necessary to sustain life; and
- Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

Note: The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

v. **Encephalitis:** Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection. A definite diagnosis must be certified by a consultant neurologist and causing permanent inability to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living**" (defined below) for a continuous period of at least 6 months.

vi. **Major Head Trauma:** Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by

unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living** (defined below) either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

Note: Spinal Cord Injury is excluded

- vii. **Motor Neuron Disease with Permanent Symptoms:** Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.
- viii. **Multiple Sclerosis with Persisting Symptoms:** The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
 - investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
 - there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months

Note: Other cause of neurological damage such as SLE is excluded.

- ix. **Permanent Paralysis of Limbs:** Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
- x. **Stroke resulting in permanent symptoms:** Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel,

haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

****Activities of Daily Living is defined as below:**

1. Washing- the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
2. Dressing- the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring- the ability to move from a bed to an upright chair or wheelchair and vice versa;
Mobility- the ability to move indoors from room to room on level surfaces;
4. Toileting- the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Feeding- the ability to feed oneself once food has been prepared and made available.>>

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- **Definitions for Livo Shield:**

- **Definitions for Minor Conditions:**

- i. **Hepatitis B or C with Cirrhosis:** Hepatitis B or C with cirrhosis requires following criteria must be confirmed by a relevant specialist
 - Confirmed diagnosis of Hepatitis B viral hepatitis (HbsAg positive, raised HBV DNA) or Hepatitis C viral hepatitis (Anti-HCV positive, RIBA positive, raised HCV RNA)
 - Diagnosis of liver cirrhosis based on abnormal liver biochemistry and findings of the liver biopsy or Fibroscan/USG liverLiver disease secondary to alcohol and drug abuse is excluded.

- ii. **Partial Hepatectomy:** Partial hepatectomy of at least one (1) entire lobe of the liver that has been found necessary as a result of illness or accident as suffered by the Life Assured. Liver donation and Liver disease secondary to alcohol and drug abuse is excluded.
- iii. **Primary biliary cholangitis (PBC) with Cirrhosis:** PBC is a chronic, progressive inflammatory disease of the bile ducts. Following criteria must be confirmed by a relevant specialist
 - Unequivocal diagnosis of PBC using liver function tests, PBC specific serological markers and PBC histology if indicated
 - Diagnosis of liver cirrhosis based on abnormal liver biochemistry and findings of the liver biopsy or Fibroscan/USG liver
 Liver disease secondary to alcohol and drug abuse is excluded.
- iv. **Primary sclerosing cholangitis (PSC) with Cirrhosis:** PSC is a chronic, progressive inflammatory disease of the bile ducts. Following criteria must be confirmed by a relevant specialist
 - Unequivocal diagnosis of PSC using Endoscopic Retrograde Cholangiopancreatography (ERCP) or Magnetic Resonance Cholepancreatography (MRCP)
 - Diagnosis of liver cirrhosis based on abnormal liver biochemistry and findings of the liver biopsy or Fibroscan/USG liver.
 Liver disease secondary to alcohol and drug abuse is excluded.
- v. **Wilson's disease with Cirrhosis:** Wilson's disease is an inherited disorder that causes copper to accumulate in your liver, brain and other vital organs. Following criteria must be confirmed by a relevant specialist.
 - Unequivocal diagnosis of Wilson's Disease using relevant blood tests, eye examination and other imaging techniques
 - Treatment of Wilsons disease with a chelating agent documented for atleast six(6) months
 - Diagnosis of liver cirrhosis based on abnormal liver biochemistry and findings of the liver biopsy or Fibroscan/USG liver

Note: Liver disease secondary to alcohol and drug abuse is excluded.

- **Definitions for Major Conditions:**

- i. **End Stage Liver Disease:** End Stage Liver Disease means chronic end stage liver failure evidenced by all of the following:
 - Uncontrollable Ascites ;
 - Permanent Jaundice;

- Oesophageal or Gastric Varices and Portal Hypertension;
- Hepatic Encephalopathy.

Note: Liver disease arising out of or secondary to alcohol or drug abuse is excluded.

- ii. **Fulminant Viral Hepatitis:** A submassive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. The diagnosis must be supported by all of the following:
 - Rapid decreasing of liver size as confirmed by abdominal ultrasound;
 - Necrosis involving entire lobules, leaving only a collapsed reticular framework (histological evidence is required);
 - Rapid deterioration of liver function tests;
 - Deepening jaundice; and
 - Hepatic encephalopathy.

Note: Hepatitis B infection or carrier status alone does not meet the diagnostic criteria.

- iii. **Liver Transplant:** The actual undergoing of a transplant of human kidney that resulted from irreversible end stage liver failure. The undergoing of a liver transplant has to be confirmed by a specialist medical practitioner.

Note: Liver disease arising out of or secondary to alcohol or drug abuse is excluded.>>

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- **Definitions for Daily Hospital Cash Benefit:**

- i. **Hospital:** A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
 - has qualified nursing staff under its employment round the clock;
 - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;

- has qualified medical practitioner(s) in charge round the clock;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- ii. **Hospitalization:** Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- iii. **Medically Necessary:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
- is required for the medical management of the illness or injury suffered by the Assured;
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a medical practitioner;
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
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- iv. **Surgery or Surgical Procedure** - means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

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PART C

A. BENEFITS PAYABLE

The benefits available under this Policy are described below. Benefit amounts payable on the occurrence of the events specified below are set out in the Schedule. Benefits due will become payable to the Beneficiary.

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1. Benefits payable for Plan Option A : Personal Accident Shield

The following events are covered under this Plan Option:

- 1) Accidental Death, and
- 2) Permanent Total & Partial Disablement (PTD) due to Accident.

- i. **Accidental Death:** In case of death due to an Accident, within the policy term, 100% of the Sum Assured opted under Plan Option A: Personal Accident Shield less claims already paid under this Plan Option shall be payable to the Nominee. Upon death of the Life Assured the benefit amount shall be payable and the Policy shall be terminated.

The benefit shall only be payable if:

- This Plan Option is in full force on the day of Accident;
- The death must occur within 120 days of the date of Accident due to a Bodily Injury, solely, directly and independently of all other causes of death;
- The Life Assured has sustained any bodily injury directly and solely from the Accident, which has been caused by external, violent and visible means and the injury is independent of all other causes;
- The Accident which eventually leads to death has occurred during the term of the Policy, even if the death occurs after policy term but within 120 days of Accident.

- ii. **Permanent Total & Partial Disablement (PTD) due to Accident :** In case of permanent and total irrevocable loss of use of any of the following due to an Accident, the below mentioned percentage of Sum Assured (opted under Plan Option A: Personal Accident Shield) shall be payable to the Life Assured subject to the occurrence of any of the following conditions as a result of Accidental Bodily Injury within 120 days of such Accident :

Events	Percentage of Sum Assured payable
Sight of both eyes	100%

Both Hands or Both Feet	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%

Note :

1. Conditions mentioned in the above table that result in a payout of 100% of the Sum Assured under this Plan Option are referred to as Total and Permanent Disability.
2. Conditions mentioned in the above table, that result in a payout of 50% of the Sum Assured under this Plan Option are referred to as Partial Permanent Disability.
3. Once a claim has been paid for Accidental Total & Permanent Disability leading to total pay-out of 100% of the Sum Assured, the coverage shall terminate.
4. The benefit shall be payable only if all the below mentioned conditions are fulfilled:
 - Policy is in-force at the time of occurrence of the Accident,
 - Disability must have persisted for at least 120 days and must, in the opinion of a registered independent Medical Practitioner, be deemed permanent,
 - Period of 120 days shall not apply for physical severance where the benefit would be payable immediately subject to acceptance of claim, and
 - Life Assured is willing to be examined by a Medical Practitioner nominated by the Company.

Other conditions for claim payment

- a. Maximum total pay-out under Accidental death and Permanent Total & Partial Disablement (PTD) due to Accident put together shall not exceed 100% of the Sum Assured opted under this Plan Option.
- b. In the event of a valid claim under this Plan Option where 50% of the Sum Assured is paid, the coverage shall continue with the balance Sum Assured under this Plan Option. The Life Assured has the flexibility to make multiple claims subject to maximum pay-out of 100% of the Sum Assured under this Plan Option.

- c. No benefit under this Plan Option shall be payable for the subsequent occurrence of the same condition.
- d. Post payment of 100% of Sum Assured under this Plan Option w.r.t Permanent Total & Partial Disablement (PTD) due to Accident, the Policy shall continue with the remaining coverage under the other Plan Options.
- e. In the event of occurrence/diagnosis of more than one condition at once, the claim shall be payable for only one condition with the highest pay-out.

*** Accidental Total/Partial and Permanent Disability” shall mean the occurrence of any of the following conditions as a result of accidental bodily injury within 120 days of such Accident:

- i. Total and irrecoverable loss of sight of both eyes
- ii. Physical severance at or above wrists or permanent loss of use of both the hands
- iii. Physical severance at or above ankles or permanent loss of use of both feet
- iv. Physical severance at or above wrist or permanent loss of use of one hand and physical severance at or above ankles or loss of use of one foot
- v. Physical severance at or above wrist or permanent loss of use of one hand total and irrecoverable loss of sight of one eye
- vi. Physical severance at or above ankle or permanent loss of use of one foot and total and irrecoverable loss of sight of one eye
- vii. Total and irrecoverable loss of speech and loss of hearing in both ears
- viii. Physical severance at or above ankle or permanent loss of use of one foot
- ix. Physical severance at or above wrist or permanent loss of use of one hand
- x. Total and irrecoverable loss of sight of one eye
- xi. Total and irrecoverable loss of speech
- xii. Total and irrecoverable loss of hearing in both the ears

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2. Benefits payable for Plan Option B : Cardiac Shield

- A. **Minor Conditions :** In case the Life Assured is diagnosed with any of the Minor Conditions under Cardiac Shield, 25% of the Sum Assured as opted under the Plan Option B (Cardiac Shield) shall be payable to the Life Assured and the cover shall continue with the balance Sum Assured, if any.

Life Assured has the flexibility to make multiple claims for different Minor Conditions, subject to the non-exhaustion of 100% of Sum Assured applicable for Plan Option B and Cooling-off Period.

- B. Major Conditions :** In case the Life Assured is diagnosed with any of the Major Conditions covered under Plan Option B (Cardiac Shield), 100% of the Sum Assured as opted under Plan Option B (Cardiac Shield) shall be payable to the Life Assured after deducting claim amount paid against any claim for Minor Condition under Plan Option B. Once this claim is paid, the cover under this Plan Option shall stand terminated.

Note:

- Maximum Payout under this Plan Option shall not exceed the Sum Assured as opted under Plan Option B (Cardiac Shield)
- Cooling Off Period (as defined under this Policy Document) shall be applicable
- The Life Assured has the flexibility to claim multiple times till 100% of Sum Assured is paid out under this Plan Option. However, claim for same Minor Condition shall not be accepted and no benefit shall be payable for the second time on the same Minor Condition
- In the event of a Major Claim under this Plan Option, where a claim for Minor Condition has already been paid, the Cooling Off Period shall not be applicable. Only the balance Sum Assured, if any, shall be payable, provided the Life Assured has survived during the Survival Period.
- In the event of diagnosis of more than one condition at the same time (whether Minor or Major), the claim shall be payable for only one condition with the highest pay-out.
- In case the Policyholder has opted for multiple Plan Options, post payment of 100% of Sum Assured under Cardiac Shield, this Plan Option shall stand terminated and the policy shall continue with the remaining coverages under other Plan Options.>>

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3. Benefits payable for Plan Option C : Cancer Shield

- A. Minor Conditions :** In case the Life Assured is diagnosed with any of the Minor Conditions under Cancer Shield, 25% of the Sum Assured as opted under the

Plan Option C (Cancer Shield) shall be payable to the Life Assured and the cover shall continue with the balance Sum Assured, if any.

- B. Major Conditions :** In case the Life Assured is diagnosed with any of the Major Conditions covered under Plan Option C (Cancer Shield), 100% of the Sum Assured as opted under Plan Option C (Cancer Shield) shall be payable to the Life Assured after deducting claim amount paid against any claim for Minor Condition under Plan Option C.

Conditions for Claims Payout:

- On payment of Major Claim, the cover under this Plan Option shall terminate.
- A maximum claim payment for 4 Minor Condition from different organ site* are allowed under this Plan Option, each with a Cooling Off Period of 6 months from the last claim.
- Different organs site* - For a given minor condition of Cancer, multiple claims from the same organ will not be admissible. For the purpose of claim under Cancer Shield, each group of the following sites are treated as one organ.
 - Basal cell and squamous skin cancer
 - Corpus uteri, vagina, fallopian tubes, cervix uteri and ovary
 - Colon and rectum
 - Penis and testis
 - Stomach and esophagus
- In the event of diagnosis of more than one condition at once, the claim shall be payable for only one condition with the highest pay-out.
- Maximum Payout under this Plan Option shall not exceed the Sum Assured as opted under Plan Option C (Cancer Shield). The Life Assured has the flexibility to make multiple claims subject to maximum payout of 100% Sum Assured under this Plan Option.

- Cooling Off Period (as defined under this document) shall be applicable.
- In the event of a Major Claim under this Plan Option, where a claim for Minor Condition has already been paid, the Cooling off period shall not be applicable. Only the balance Sum Assured, if any, shall be payable, provided the Life Assured has survived during the Survival Period.
- In case the Policyholder has opted for multiple Plan Options, post payment of 100% of Sum Assured under Cancer Shield, this Plan Option shall stand terminated and the policy shall continue with the remaining coverages available under other Plan Options.
- For a Minor Condition of Cancer, multiple claims for the same organ will not be admissible. >>

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4. Benefits Payable For Plan Option D : Neuro Shield:

- A. Minor Conditions:** In case the Life Assured is diagnosed with any of the Minor Conditions covered under the Plan Option D (Neuro Shield), 25% of the Sum Assured as opted under Neuro Shield shall be payable.
- B. Major Conditions:** In event of diagnosis of any of the Major Conditions covered under this Option, 100% of the Sum Assured for Plan Option D (Neuro Shield) shall be payable minus any amount already paid for a Minor Claim under this Plan Option.

Note:

- The Life Assured has the flexibility to make multiple claims for different Minor Conditions subject to the non-exhaustion of 100% of Sum Assured and Cooling-off Period.
- Maximum Payout under this Plan Option shall not exceed the Sum Assured as opted under Neuro Shield. The Life Assured has the flexibility to claim

multiple times subject to maximum payout of 100% of Sum Assured under this Plan Option.

- Cooling Off Period (as defined under this Policy Document) shall be applicable.
- Claim for same Minor Condition shall not be accepted and no benefit with respect to this Plan Option shall be payable for the second time on the same Minor Condition.
- In the event of a Major Claim under this Plan Option, where a claim for Minor Condition has already been paid, the Cooling Off period shall not be applicable, Only the balance Sum Assured , if any, shall be payable, provided the Life Assured has survived during the Survival Period.
- In case the Policyholder has opted for multiple Plan Options, post payment of 100% of Sum Assured under this Plan Option shall stand terminated and the Policy shall continue with the remaining coverages available under other Plan Options.
- In the event of diagnosis of more than one condition at once, the claim shall be payable for only one condition with the highest pay-out. >>

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5. Benefits Payable For Plan Option E : Livo Shield:

- A. Minor Conditions:** In case the Life Assured is diagnosed with any of the Minor Conditions covered under the Plan Option E (Livo Shield), 25% of the Sum Assured as opted under this Plan Option (Livo Shield) shall be payable.
- B. Major Conditions:** In the event of diagnosis of any of the Major Conditions covered under this Plan Option, 100% of the Sum Assured for Plan Option E (Livo Shield) shall be payable minus any amount already paid for a Minor Claim under this Plan Option.

Note:

- The Life Assured has the flexibility to make multiple claims for different Minor Conditions subject to the non-exhaustion of 100% of Sum Assured and Cooling-off Period.
- In the event of diagnosis of more than one condition at once, the claim shall be payable for only one condition with the highest pay-out.
- Maximum Payout under this Plan Option shall not exceed the Sum Assured as opted under Livo Shield. The Life Assured has the flexibility to claim multiple times under this Plan Option, subject to maximum payout of 100% of Sum Assured under this Plan Option.
- Cooling Off Period (as defined under this document) shall be applicable.
- No benefit under this Plan Option shall be payable for the subsequent occurrence of the same Minor Condition.
- In the event of a Major Claim under this Plan Option, where a claim for Minor Condition has already been paid, the Cooling Off period shall not be applicable. Only the balance Sum Assured, if any, shall be payable, provided the Life Assured has survived during the Survival Period.
- In case the Policyholder has opted for multiple Plan Options, post payment of 100% of Sum Assured under this Plan Option shall stand terminated and the Policy shall continue with the remaining coverages available under other Plan Options.>>

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6. **Benefits Payable For Optional Benefits:** The benefits payable under optional benefits (if opted at inception) are as follows: >>

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i. **Daily Hospital Cash Benefit:**

1. This is a benefit available in the event of hospitalization. It is an optional benefit. It shall be applicable only if the Policyholder has chosen Daily Hospital Cash Benefit (DHCB) along with the Base Plan Option. The amount payable is as opted for by the Policyholder at inception of the Policy which is provided in the Policy Schedule.
2. Once the amount is chosen at inception, it cannot be changed thereafter.

3. DHCB benefit will fallout on next policy anniversary after the Major Claim.
4. The allowance of number of days of hospitalisation for each cover cannot be clubbed and availed with any other Base Plan option.
5. The amount reflecting in the Schedule as chosen by the Policyholder at the time of inception is applicable in the event of Life Assured being hospitalized under Non – ICU room. In the event of Life Assured being hospitalized in an ICU room, then the amount per day payable would be double the amount mentioned in the Schedule.
6. This benefit shall be payable only if the Life Assured has been hospitalized for a period of more than 24 Hours.
7. This benefit shall be applicable for both Life Assured and spouse in case the spouse is covered separately on individual basis.
8. The maximum DHCB benefit that can be opted is Rs. 5000 per day per life per Plan Option, even if multiple policies of the same Plan Option have been taken.
9. Daily Hospital Cash Benefit will be limited to maximum of 30 days per year for Non ICU and/or 15 days for ICU. However, the total benefit payable in a Policy year under DHCB will not exceed an amount equal to 30 times the amount chosen as Daily Hospital Cash Benefit (as mentioned in the Schedule). These limits are applicable separately for each Plan Option chosen by the policyholder. The unused benefit cannot be carried forward to next policy year.
10. The above mentioned limit of 30/15 days shall be provided in each Policy year. This limit shall lapse at the end of that Policy year. However, if a hospitalisation starts in a particular Policy year and continues in the subsequent Policy year, the entire period of hospitalisation shall be first adjusted against the unutilised limit for the Policy year in which the hospitalisation has commenced. Once the said limit is exhausted, the Life Assured may avail the limits of the subsequent Policy year for the same hospitalisation provided policy is in force
11. The Daily Hospital Cash Benefit will be limited to maximum of 90 days for Non ICU and/or 45 days for ICU for the entire policy term such that total benefit payable during the policy term under DHCB will not exceed 90 times the amount chosen as Daily Hospital Cash Benefit (as mentioned in the Schedule). These limits are applicable separately for each Plan Option chosen by the policyholder.

DHCB shall be payable only if all the following conditions are fulfilled:

1. Benefit is in force on the day of hospitalization;
2. Hospitalization is due to any one of the illnesses or conditions covered under Plan Options opted for under the Policy;
3. Subsequent/further hospitalization occurs due to complications or follow-ups of the same Condition, for which claim has already been made, shall also be covered, subject to the limits mentioned earlier; and
4. The DHCB claim is payable provided the claim under base Plan Option is payable.

ii. **Income Benefit:**

1. 1% of the Sum Assured under the opted Plan Option for which a claim is made, shall be payable per month to the Life Assured for a period of 12 months in the event of any of the below conditions -
 - a. Claim for any Major Condition has been paid under Plan Option B: Cardiac Shield or Plan Option C: Cancer Shield or Plan Option D: Neuro Shield, or Plan Option E: Livo Shield
 - b. Claim for any Total and Permanent Disability has been paid under Personal Accident Shield for a Condition where 100% Sum Assured is payable.
2. The period of 12 months for payment of this benefit will start from the next month post payment of the corresponding Major Claim.
3. The Income Benefit shall be payable only if all the following conditions are fulfilled:
 - a. Policyholder has opted for this benefit and the benefit is in force on the date of claim event;
Life Assured is diagnosed either with Total and Permanent Disability as specified under Plan Option A (Personal Accident Shield) if opted for by the Policyholder or with any of the Major Conditions as specified under Plan Option B to E selected by the Policyholder at inception.
 - b. The claim for Income benefit shall be payable provided the claim with respect to Major condition is payable.
4. The benefit shall be payable for 12 months even if the payout period exceeds the remaining Policy term.

5. Once the benefit commences, it shall be payable even in the event of unfortunate death of the Life Assured during the payout period of 12 months. In such an event, the benefit shall be payable to the Nominee
6. Income benefit will be payable separately for each of the base Plan Option chosen.

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- iii. **Waiver of Premium:** All future premiums (for all Plan Options and optional benefits (if any/)) opted for by the Policyholder at inception) for a period of 3 years or the balance Premium Payment Term (whichever is lesser), shall be waived off, in the event a Life Assured suffers from any of the conditions mentioned below:

- a) Any Partial Permanent Disability where the claim has been accepted under Plan Option A (Personal Accident Shield) for a condition where 50% Sum Assured is payable
- b) Any Minor Conditions diagnosed and the claim has been accepted under Plan Option B (Cardiac Shield), Plan Option C (Cancer Shield), Plan Option D (Neuro Shield) or Plan Option E (Livo Shield).

Conditions for Waiver of Premium

- a) Waiver of Premium benefit can be claimed multiple times, i.e., upon payment of claim for any Minor Conditions covered under the respective Plan Options as opted by the Life Assured. Once a new claim for Waiver of Premium is admitted, while a previous term of Waiver of Premium is still in force, the new term will operate consecutively, i.e., after expiry of the term of previous Waiver of Premium claim.
- b) The benefit shall be applicable once the claim for a Minor Condition under the selected Plan Option has been paid. The premium shall be waived off from the subsequent month for a period of three years or remaining premium payment term whichever is earlier.
- c) Waiver of Premium is not applicable to Single Premium Policy.

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7. **Death Benefit:** No Death Benefit is payable under the policy except in the event of Accidental Death as defined hereinbefore wherein Plan Option A has been opted for by the Policyholder.

8. **Maturity Benefit:** No Maturity Benefit is applicable under the policy.

B. EXCLUSIONS APPLICABLE UNDER THE POLICY

Subject to provisions under Section 45 of Insurance Act 1938, Pre-Existing Conditions are not covered under this Policy.

We shall not be liable to make any payment under this policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions listed below. All waiting periods will apply individually to each Person covered under the policy:

Below is the list of exclusions applicable for each Plan Option available under the Policy:

<< Plan Option A: Personal Accident Shield

Death or Disability arising directly or indirectly from any of the following are specifically excluded:

- a) The life assured taking part in any hazardous sport or pastimes (including hunting, mountaineering, motor racing, steeple chasing, bungee jumping, paragliding, deep sea diving etc.)
- b) The Life Assured flying in any kind of aircraft, other than as a bonafide passenger (whether fare-paying or not) on an aircraft of a licensed airline
- c) Self-inflicted injury, suicide or attempted suicide
- d) An act of any person acting on their own or on behalf of or in connection with any group or organization to influence by force any group, corporation or government by terrorism, kidnapping or attempted kidnapping, attack, assault, or any other violent means.
- e) Under the influence or abuse of (drugs, alcohol, narcotics or psychotropic substance not prescribed by a registered medical practitioner
- f) Participation in any armed force or peace keeping activities
- g) War or hostilities (whether war be declared or not), civil war, rebellion, revolution, civil unrest or riot wherein the Life Assured is an active participant in such activities
- h) Deliberate participation of the Life Assured in an illegal or criminal act with criminal intent

- i) Nuclear fusion, nuclear fission, nuclear waste or any radioactive or ionising radiation
- j) Any ailment leading to death or disability caused by a virus, bacteria, parasites endemic in a particular area are not covered under the Accidental Death or Permanent Total & Partial Disablement due to Accident.>>

<<Plan Option B (Cardiac Shield) / Plan Option C (Cancer Shield) / Plan Option D (Neuro Shield) / Plan Option E (Livo Shield)

The Company shall not be liable to pay any benefit under this policy if a claim or event suffered by the Life Assured is directly or indirectly caused or exacerbated as a result of any of the following:

- War or hostilities (whether war be declared or not), civil war, rebellion, revolution, civil unrest or riot wherein the policyholder is an active participant in such activities
- Participation in any armed force or peace keeping activities.
- An act of any person acting on their own or on behalf of or in connection with any group or organization to influence by force any group, corporation or government by terrorism, kidnapping or attempted kidnapping, attack, assault, or any other violent means.
- An intentional or self-inflicted act including attempted suicide
- Drug-taking other than under the direction of a qualified medical practitioner, abuse of alcohol or the taking of poison
- Nuclear fusion, nuclear fission, nuclear waste or any radioactive or ionising radiation
- Deliberate participation of the Life Assured in an illegal or criminal act with criminal intent.>>

C. PREMIUMS PAYABLE

1. Mode of Premium payment:

Due date(s) of Future Premium Payments:

Benefit	<<Regular /Single>> Premium (Rs.)	Extra Premium (Rs.)	Date of Commencement	Date Last Premium Due
<<Plan Option A : Personal Accident Shield				>>
<<Plan Option B : Cardiac Shield				>>
<<Plan Option C : Cancer Shield				>>
<< Plan Option D : Neuro Shield				>>
<< Plan Option E : Livo Shield				>>
<<Optional Benefit>>				
<<Daily Hospital Cash Benefit>>				>>
<<Income Benefit>>				>>
<<Waiver of Premium>>				>>

	<< Plan Option A : Personal Accident Shield	<< Plan Option B : Cardiac Shield	<< Plan Option C : Cancer Shield	<< Plan Option D : Neuro Shield	<< Plan Option E : Livo Shield
Base Premium					
<<Regular / Single Premium>>					
Optional Benefit Premium					
<<Daily Hospital Cash Benefit>>					

<<Income Benefit>>					
<<Waiver of Premium>>					
Policy Details					
Date of Commencement					
Date Last Premium Due					

Total ____ <annual/monthly/single> Premium for Basic Benefit is: Rs._____. Goods and Services Tax and Cess, as applicable at prevailing applicable rate will be collected together with the Premiums.

Modal Factors:

Frequency Modal Factor

Single 100% of tabulated Single Premium

Yearly 100% of tabulated rates

Monthly 8.8% of yearly premium

2. Payment of Premium:

i. For Single Premium payment option:

Policy requires only single Premium payment. The Premium is payable in advance before the date of commencement of the Policy.

ii. For other than Single Premium payment option(s):

The Premiums are payable in advance on a yearly or monthly basis.

iii. If Policyholder desires to pay Premiums other than the annual Premium mode, he/she can opt for the monthly Premium payment mode, with the consent of the Company.

iv. Grace Period, as defined above is available for payment of Premiums due.

- v. Premiums may be revised by the Company to give effect to any changes in the prevailing tax laws or other legislation.
- vi. The Company may by way of written intimation remind the Policyholder of the Premiums due and payable under this Policy. However, whether or not such intimation is received by the Policyholder, it shall be the sole responsibility of the Policyholder, at all times, to discharge the Premium obligations as mentioned herein.
- vii. It shall also not be obligatory for 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 any other payments under the Policy) are duly and properly paid.

3. Premium Guarantee:

The premium amount payable under this Plan shall be guaranteed for a period of 3 years from the Date of Risk Commencement of the policy and may be revised every 3 years thereafter with prior approval from IRDAI. This is applicable only to Regular Premium Policies. The policyholder shall be notified about the revised premiums at least 3 months prior to the date of such revision and the revised premium rates, post such change, if any, will be effective from the next Policy anniversary. If the policyholder is not agreeable to the revised premium rate, policyholder may avail the option to either fully terminate the Policy or continue the Policy with the original premium, with revised Base Sum Assured. If the Company, does not receive such option from the policyholder along with the premium before the expiry of Grace Period, the Policy shall lapse and no benefits shall be payable in future.

This clause shall not be applicable for single premium policies.

Special Conditions, if any:

Signed for and on behalf of Kotak Mahindra Life Insurance Company Limited at Mumbai
on _____

Authorised Signatory

PART D

1. Lapse:

- a. This section is not applicable for Single Premium payment option.
- b. For Regular Premium paying policies, the Policy shall lapse if the due premium is not received till the end of Grace Period as applicable for different payment modes.
- c. If any condition is diagnosed during the lapse period, then the benefit for the same shall not be payable and hence waiting period will not be applicable.
- d. On lapsation of the Policy, all the benefits under the Policy shall lapse.
- e. A lapsed Policy can be revived in the manner as mentioned in the Revival clause, mentioned below.
- f. A lapsed Policy, not revived subsequently as per the terms and conditions for Revival as stated in 'Revival' clause mentioned below, will stand terminated and all the Premiums paid under the Policy shall stand forfeited.
- g. Fresh nomination is not allowed during lapse mode.

2. Revival:

The Policyholder can revive a Lapsed Policy by making an application within a period of five 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:

- **Revival within 6 months:** Revival can be done without evidence of good health on payment of the outstanding premiums with handling charges (currently 9% p.a. of outstanding premiums), if the policy is revived within six months from the date of first unpaid premium. Extra premiums may be required based on the underwriting decision.
- **Revival after 6 months:** Revival can be done with the policy evidence of good health along with payment of the outstanding premiums with handling charges (currently 9% p.a. of outstanding premiums)

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. Revival will be based on the Board Approved Underwriting Policy (BAUP). The revival of the Policy will be effective after the Company's approval is communicated in writing to the Policyholder.

In the event, the Lapsed Policy is not revived within five years of due date of the first unpaid Premium and before the date of maturity of the Policy, the Policy shall stand terminated and the benefits payable under the Policy shall cease.

All benefits under the policy will be reinstated on the revival of the Policy. Revival clause is not applicable for Single Premium payment option.

Basis of determination of interest charge for revival:

Interest charge is applicable for loss of investment income due to delay in premium payment. The company currently charges 9% p.a. on the outstanding premium.

The interest charged shall be changed if the current interest rate is outside the range of 150 basis point from average of last 5 years of 10-year G-Sec rate + 100 basis points. Company shall review this in the month of October every year.

Rate if changed shall be average of last 5 years of 10-year G-sec rates + 100 basis points, rounded to the nearest 25 basis point.

Any change on basis of determination of interest rate for revival will be done only after prior approval of the Authority.

3. Surrender:

<<The Policy shall not acquire any surrender value under the Regular Premium payment option. >>

<<Under Single Premium Payment option, the Policy acquires Surrender Value immediately after the receipt of Single Premium.

The Surrender Value for single premium payment option is calculated as below:

$75\% \times [\text{Total Premiums Paid}^* \text{ to date}] \times [(\text{Policy Term} - 1) / \text{Policy Term}] \times [\text{Balance Policy Term to run} / \text{Policy Term}]$

Once the surrender value for the Policy is paid, the Policy shall stand terminated and no further benefits shall be applicable/payable.

The surrender option is allowed only when no claim has been made under the Policy.

* Total Premiums paid excludes extra premium (if any) and applicable taxes >>

4. Reduced Paid-Up:

<<This option is not applicable under the Policy. >>

<<Single Premium policies shall become Fully Paid Up.>>

5. Forfeiture of Policy:

The policy will be forfeited -

- i. a lapsed policy has not been revived as provided under Clause on Revival of Lapsed Policy hereof, or,
- ii. any condition herein contained or endorsed hereon is contravened
- iii. is found that a statement made
 - in the proposal for insurance, or
 - in any report of a medical officer, or
 - 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.

6. Loans:

Loans under this Policy are not allowed.

7. Free Look Provision:

The Policyholder is offered a 15 days free look period (except for policies sold through Distance Marketing* mode and electronic policies – which will have 30 days), from the date of receipt of this Policy Document. During this period the Policyholder may choose to reconsider your decision to hold this Policy, or may choose to return the same within the said 15 days /30 days of receipt of the Policy document by stating the reasons thereof. If the Policyholder returns the Policy, within the aforesaid period, the Policyholder shall be entitled to a refund of the Premium paid after adjustments for any expenses for medical examination incurred for the Proposer (if any), stamp duty 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.

The free look period applicable to this Policy is <<15/30>> days.

*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone calling (ii) Short Messaging service (SMS) (iii) Electronic mode which includes e-mail and interactive television (DTH) (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person.

PART E

Not applicable

PART F

1. **Proof of Age, Gender, Occupation, Health:** The Premium has been calculated on the basis of the Age, gender, occupation and health status of the Life Assured as declared in the proposal form. If at a future date, the Age, gender, occupation and/or health status is found to be different from what was declared, without prejudice to the Company's other rights and remedies, including cancellation of Policy and other remedies as provided under the Insurance Act, 1938, and any other laws then prevailing, the Company shall have the right to alter the premium and /or benefits payable under this Policy. If the correct Age of the Life Assured(s), as on the Date of Issuance, makes him ineligible to obtain this Policy, the Policy shall necessarily be cancelled by paying the Surrender Value, if any, acquired under the Policy.

2. **Nomination and Assignment:**

- i. Nomination may be made as per Section 39 of the Insurance Act as amended from time to time.
- ii. Assignment would be governed by provisions of Section 38 of the Insurance Act 1938 as amended from time to time.
- iii. The Policyholder may at any time before the Date of Maturity of the Policy, make or change a nomination for the purpose of payment of the monies secured by the Policy in the event of a death claim. Where the nominee is a minor, the Policyholder may appoint a person ("Appointee") to receive the money during the minority of the nominee. Nomination shall be made or changed by an endorsement to the Policy and by communicating the same in writing to the Company.
- iv. In case of Lapse of the Policy, fresh nomination will not be allowed.
- v. By registering the nomination or change in nomination, the Company does not express any opinion upon the validity nor accepts any responsibility on the nomination.

3. Issuance of Duplicate Policy Document

The Policyholder may request for issuance of duplicate Policy Document by making a request to the Company in writing or in the prescribed form as the case may be. Issuance of duplicate Policy Document shall be made subject to the following conditions:

- i. The Policyholder pays the applicable fee (currently Rs. 250/-).
- ii. The Policyholder submits an affidavit cum indemnity in the format prescribed by the Company
- iii. Free Look clause shall not be applicable with respect to such duplicate Policy Document.

4. Termination of Cover

The cover under each Plan Option will terminate under the following scenarios, whichever is earlier:

- a. On cancellation of your policy when your policy is in free look period; or
- b. On maturity of the Policy i.e end of the Policy Term; or
- c. On surrender of the Policy (in case of Single Premium Policies); or
- d. If the Policy lapses due to non-payment of Premium unless revived (for Regular Premium Policy); or
- e. On payout of 100% of the Sum Assured under the chosen Plan Option.

5. Wellness Services:

The Company has made arrangements to provide certain additional services (Wellness Services) to the Life Assured under this Policy. Under this arrangement, the Company shall engage a reputed third party vendor who will provide these services to the Life Assured. The charges for these services shall be borne by the Company and Life Assured shall not be required to pay any charges for the same. These services are guaranteed for a period of five years from the date of commencement of the policy. The company may extend these services beyond five years subject to availability of suitable service provider.

The details of Wellness Services and the procedure thereof are contained in **Annexure-5**.

6. Claims:

In the unfortunate event of claim owing to occurrence of any of the contingencies covered under the policy, the benefit will be paid to the Beneficiary.

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 Beneficiary, satisfactory to the Company.

The Company reserves its rights to condone the delay on merit for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the Life Assured/ Beneficiary.

The Company shall settle the claim within 30 days from the date of receipt of last necessary document in accordance with the provisions of Regulation 27 of IRDAI (Health Insurance) Regulations, 2016. In the case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle the claim within 45 days from the date of receipt of last necessary document. In case of delay beyond stipulated 45 days the Company shall be liable to pay interest at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

Below is the list of documents required under various claim events.

<<

A. CLAIMS PROCEDURE FOR PERSONAL ACCIDENT CLAIMS.

Personal Accident Shield:

- a. Duly completed claim intimation form
- b. FIR
- c. Panchanama and Inquest Panchnama
- d. Police Final Report/Charge Sheet (Based on FIR)
- e. Post Mortem Report having remark for FSLR or CA Report.
- f. Death Certificate issued by a Competent authority
- g. Cause of death certificate issued by the hospital.
- h. Original Policy Document.

- i. Age proof of Assured Person: Election ID Card / PAN Card/ School Leaving Certificate / Copy of passport.
 - j. KYC of the Beneficiary/Nominee
 - k. Cancelled Cheque of Beneficiary/Nominee
 - l. RACT award (In case of Rail Accident).
 - m. Employer Certificate, in case the Life Assured was a Salaried employee.
 - n. Any other document as required by the Company to investigate the Claim or its obligation to make payment for it
- ix. Permanent Total Disability
 - a. Duly completed claim intimation form
 - b. FIR
 - c. Panchanama
 - d. Disability Certificate from civil surgeon or from designated govt. /competent authority
 - e. Hospitalization reports
 - f. Hospitalization discharge card
 - g. RACT award (In case of Rail Accident)
 - h. Police Final Report/Charge Sheet (Based on FIR)
 - i. Investigation report
 - j. Original Policy document.
 - k. Age proof of Assured Person: Election ID Card / PAN Card/ School Leaving Certificate / Copy of passport.
 - l. KYC and Cancelled Cheque of Beneficiary.
 - m. Employer Certificate, in case the Life Assured was a Salaried employee.
 - n. Any other document as required by the Company to investigate the Claim or its obligation to make payment for it

B. CLAIMS PROCEDURE FOR << CARDIAC SHIELD >>/ <<CANCER SHIELD>> / <<NEURO SHIELD>>/<< LIVER SHIELD>>

- a. Common list of documents for <<Cardiac Shield>> / <<Cancer Shield>> / <<Neuro Shield>>/<< Liver Shield>>
 - i) Duly completed claim intimation form.
 - ii) Certificate from the attending Medical Practitioner of the Assured Person confirming, inter alia,
 - I. Name of the Assured Person;
 - II. Name, date of occurrence and medical details confirming the event giving rise to the Claim.
 - iii) Original Policy document;
 - iv) Original Discharge Certificate/ Card from the hospital/ Medical Practitioner;
 - v) Original investigation test reports, indoor case papers;

- vi) KYC and Cancelled Cheque of Beneficiary.
- vii) In the cases where Critical Illness arises due to an Accident, FIR copy will also be required. The Company may call for any additional necessary documents/information as required based on the circumstances of the claim.

b. Additional Documentation required for <<Cardiac Cover>> / <<Cancer Cover>> / <<Neuro Care>>/<< Liver Care>>. Please note that the following are illustrative lists and we may seek additional documentation based on the facts and circumstances of the Claim

<< Plan Option B: Cardiac Shield

- Hospital Discharge Card photocopy
- Investigations Reports
- Casualty Medical Officers/Emergency room papers with all details of Presenting Complaints and the Medical Examination by the attending physician.
- Subsequent Consultation Papers with the treating Medical Practitioner and the treatment received.
- ECG on admission and subsequent ECG's
- Stress test/ Tread Mill Test
- Cardiac Enzymes Tests: Troponin T/Troponin I, CPK / CPK-MB, SGOT / SGPT, LDH /Electrolytes
- X-ray / 2D-Echocardiography Report
- Thallium Scan Report
- Any other documents as may be required by Us.>>

<<

Plan Option C: Cancer Shield

- Hospital Discharge Card photocopy
- Investigations Reports
- Details of the treatment received by the Assured Person from the inception of the ailment.
- Letter from treating consultant stating presenting complaints with duration and the past medical history.
- Histopathology / Cytology / FNAC / Biopsy /Immuno histochemistry reports.
- X-Ray / CT scan / MRI scan / USG /Radioisotope / Bone scan Reports.
- Blood Tests.
- Any other specific investigation done to support the diagnosis like the PAP Smear/Mammography, etc.

- Any other documents as may be required by the Company for assessment of the claim.

<< Plan Option D: Neuro Shield

- Hospital Discharge Card photocopy.
- Investigations Reports.
- Details of the treatment received by the Assured Person from the inception of the ailment.
- Letter from treating consultant stating presenting complaints with duration and the past medical history.
- X-Ray / CT scan / MRI scan / USG /Radioisotope / Bone scan Reports.
- Blood Tests.
- Neurological examination report by Neurologist
- Specific Blood Tests: Creatinine Phosphokinase /Anti-Nuclear Antibodies , C -reactive protein /Autoimmune work up in case of Multiple Sclerosis With Persisting Symptoms along with Confirmation from the Central/State Government Hospital about diagnosis of Multiple Sclerosis and the duration of the same.
- For claim pertaining to Coma we would also require subsequent details of the Treatment, with the Consultation papers from the Treating Neurologist/ Physician stating the Glasgow coma scale grading and Indoor case papers and / or ICU case papers indicating the history, signs, symptoms, line of treatment and daily charts like TPR, etc
- Any other documents as may be required by the Company for assessment of the claim

<< Plan Option E: Livo Shield:

- Hospital Discharge Card photocopy
- Investigations Reports
- Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
- Ultrasound scan of liver vii. CT and/or MRI scan of the liver
- X-ray and Liver function test
- Biopsy / FNAC (where applicable.
- Any other documents as may be required by the Company for assessment of the claim

>>

C. <<CLAIMS PROCEDURE FOR OPTIONAL BENEFITS

<<

A. Daily Hospitalization Benefit: The following documents are required for claiming benefit under Daily Hospitalization.

- Claim form duly filled and signed by You/Life Assured Hospitalization discharge card/summary
- Any other documents as may be required by the Company for assessment of the claim.

<<

B. Income Benefit

- For any Major Conditions diagnosed and the claim has been accepted under Cancer or Cardiac or Liver or Neuro conditions please refer to the documents required under respective headings.
- Any Permanent Disability where the claim has been accepted under Personal Accident for a condition where 100% Sum Assured is payable, please refer to the documentation under Personal Accident for Disability.>>

<<

C. Waiver of Premium

- For any Minor Conditions diagnosed and the claim has been accepted under Cancer / Cardiac/ Neuro / Liver conditions, please refer to the documentation under the respective section.
- For any Permanent Disability where the claim has been accepted under Personal Accident for a condition where 50% Sum Assured is payable, please refer to documentation under section of Personal Accident.>>

7. Policy Alteration:

- a. Premium Mode under Regular Premium Policy change can be done only on Policy Anniversary.
- b. Minor Alterations under the Policy like Name/ Address/Phone No. change etc. are allowed as per the norms of the Company.
- c. Addition/Deletion of Plan Option or optional benefits shall not be allowed anytime other than inception.

8. Fraud/Misstatement Provisions: In case of fraud or misrepresentation by the Policyholder/Life Assured, the Policy shall be cancelled immediately by paying the Surrender Value, if any, subject to the fraud or misrepresentation being established

by the Company in accordance with the Section 45 of the Insurance Act 1938 as amended from time to time.

9. 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 Life Insurance Company Ltd,
9th floor, Intellion Square (Bldg No. 4),
Infinity IT Park, Gen. AK Vaidya Marg,
Malad (E), Mumbai-400 097
Toll Free: 1800 209 8800
<https://kli.in/WECARE>

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

The Policyholder is also advised to promptly notify the Company of any change in his/her address and/or that of his/her nominee.

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.

10. Electronic Transactions: The Policyholder will adhere to and comply with all such terms and conditions as prescribed by the Insurer from time to time, and all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or any combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by the Insurer or on behalf of the Insurer, for and in respect of this Policy, or in relation to any of the Insurer's products and services, shall constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities, as may be prescribed by the Insurer from time to time.

11. Force Majeure: If Our performance or any of Our obligations are in any way prevented or hindered as a consequence of any act of God or State, Strike, Lock

Out, Legislation or restriction by any Government or any other authority or any other circumstances beyond Our anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure

12. Governing Laws

i. **Anti Money Laundering Provisions:**

The Prevention of Money Laundering Act, 2002, also applies to insurance transactions. As such the Insurer shall enforce the said legislation to the extent it may be applicable to this Policy.

ii. **Miscellaneous:**

This Policy is subject to the Insurance Act, 1938 as may be amended from time to time, the Insurance Regulatory and Development Authority Act, 1999, and such amendments, modifications as may be made thereto from time to time and such other relevant regulations as may be introduced thereunder from time to time by that Authority.

iii. **Cancellation of Policy:**

Where the Policyholder is an agent/relative (spouse, parent or child) of agent of the Company, the Premium amount refunded to such Policyholder shall be net of the commission payable/paid to the agent.

iv. **Entire Agreement:**

This Policy Document along with the documents and agreements referred to herein, supersedes all prior discussions and agreements (whether oral or written, including all correspondence) with respect to the subject matter of this Policy, and this Policy Document (together with any written and mutually agreed amendments or modifications thereof) contain the sole and entire agreement between the Company and the Policyholder with respect to the subject matter hereof.

v. **Jurisdiction:**

Without prejudice to the generality of the aforesaid provisions, this Policy shall be governed by the laws of India.

PART G

Grievance Redressal System

1. In case you have any query or complaint/grievance, you may approach any of our branches or you may contact our Customer Service Department at the following address:

Customer Care,

Kotak Mahindra Life Insurance Company Ltd,
9th floor, Intellion Square (Bldg No. 4),
Infinity IT Park, Gen. AK Vaidya Marg,
Malad (E), Mumbai-400 097
Toll Free: 1800 209 8800
<https://kli.in/WECARE>

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 Life Insurance Company Ltd
9th floor, Intellion Square (Bldg No. 4),
Infinity IT Park, Gen. AK Vaidya Marg,
Malad (E), Mumbai-400 097
Contact No: 1800 209 8800
Email ID: kli.grievance@kotak.com

3. If you are not satisfied with the response or do not receive a response from us within 15 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India (IRDAI) on the following contact details:

Bima Bharosa Shikayat Nivaran Kendra
TOLL FREE NO: 155255 or 1800 4254 732
Website: <https://bimabharosa.irdai.gov.in/>

Address for communication for complaints:
Policyholder's Protection & Grievance Redressal Department
Insurance Regulatory and Development Authority of India
Sy.No.115/1, Financial District, Nanakramguda,
Gachibowli, Hyderabad-500032

4. 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:
 - (a) delay in settlement of claims, beyond the time specified in the regulations, framed under the Insurance Regulatory and Development Authority of India Act, 1999;
 - (b) any partial or total repudiation of claims by the Insurer;
 - (c) disputes over premium paid or payable in terms of insurance policy;
 - (d) misrepresentation of policy terms and conditions at any time in the policy document or policy contract;
 - (e) legal construction of insurance policies in so far as the dispute relates to claim;
 - (f) policy servicing related grievances against Insurer and their agents and intermediaries;
 - (g) issuance of life insurance policy, including health insurance policy which is not in conformity with the proposal form submitted by the proposer;
 - (h) non-issuance of insurance policy after receipt of premium in life insurance including health insurance; and
 - (i) any other matter resulting from the violation of provisions of the Insurance Act, 1938 or the regulations, circulars, guidelines or instructions issued by the IRDAI from time to time or the terms and conditions of the policy contract, in so far as they relate to issues mentioned at clauses (a) to (f).
5. 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.
6. As per Insurance Ombudsman Rules, 2017, notification no. GSR 413(E) [F.NO.14019/22/2010-INS.II], dated 25-4-2017 the complaint to the Ombudsman can be made:
 - a. Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - b. Within a period of one year from the date of rejection by the Insurer
 - c. If it is not simultaneously under any litigation.

List of Insurance Ombudsman:

Ahmedabad:

Office of the Insurance Ombudsman,
Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001.
Tel.: 079 - 25501201/02/05/06
Email: bimalokpal.ahmedabad@cioins.co.in

Jurisdiction: Gujarat, Dadra & Nagar Haveli, Daman and Diu.

Bengaluru:

Office of the Insurance Ombudsman,
Jeevan Soudha Building, PID No. 57-27-N-19
Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.
Tel.: 080 - 26652048 / 26652049
Email: bimalokpal.bengaluru@cioins.co.in

Jurisdiction: Karnataka.

Bhopal:

Office of the Insurance Ombudsman,
1st Floor, “Jeevan Shikha”, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal - 462011.
Tel.: 0755 - 2769201 / 2769202
Email: bimalokpal.bhopal@cioins.co.in

Jurisdiction: Madhya Pradesh, Chhattisgarh.

Bhubaneswar:

Office of the Insurance Ombudsman,
62, Forest park, Bhubaneswar – 751 009.
Tel.: 0674 - 2596461 / 2596455
Email: bimalokpal.bhubaneswar@cioins.co.in

Jurisdiction: Odisha.

Chandigarh:

Office of The Insurance Ombudsman,
Jeevan Deep Building,
SCO 20-27, Ground Floor,
Sector- 17 A,

Chandigarh – 160017.

Tel.: 0172 - 4646394 / 2706468

Email: bimalokpal.chandigarh@cioins.co.in

Jurisdiction: Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.

Chennai:

Office of the Insurance Ombudsman,

Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.

Tel.: 044 - 24333668 / 24333678

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Jurisdiction: Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

Delhi:

Office of the Insurance Ombudsman,

2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.

Tel.: 011 - 23237539

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Jurisdiction: Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

Guwahati:

Office of the Insurance Ombudsman,

Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road,

Guwahati – 781001(ASSAM).

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Jurisdiction: Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Hyderabad:

Office of the Insurance Ombudsman,

6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in Jurisdiction: Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363/ 2740798 Email: bimalokpal.jaipur@cioins.co.in Jurisdiction: Rajasthan
Ernakulam: Office of the Insurance Ombudsman, 10th Floor, 'Jeevan Prakash', LIC Building, Opp. to Maharaja's College, M G Road, Kochi - 682011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in Jurisdiction: Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in Jurisdiction: West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 – 4002082/ 3500613 Email: bimalokpal.lucknow@cioins.co.in

Jurisdiction: Districts of Uttar Pradesh- Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.

Mumbai:

Office of the Insurance Ombudsman,
3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.
Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33
Email: bimalokpal.mumbai@cioins.co.in

Jurisdiction: Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

Noida:

Office of the Insurance Ombudsman,
Bhagwan Sahai Palace, 4th Floor, Main Road,
Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.
Tel.: 0120-2514252/ 2514253
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Jurisdiction: State of Uttarakhand and the following Districts of Uttar Pradesh- Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

Patna:

Office of the Insurance Ombudsman,

2nd Floor, Lalit Bhawan, Bailey Road,

Patna 800 001.

Tel.: 0612-2547068
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Jurisdiction: Bihar, Jharkhand.

Pune:

Office of the Insurance Ombudsman,
Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan
Peth,
Pune – 411 030.
Tel.: 020-24471175
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Jurisdiction: Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai
Metropolitan Region).

Annexure 1

Section 38 - Assignment and Transfer of Insurance Policies

Assignment or transfer of a Policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended by the Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

01. This Policy may be transferred/assigned, wholly or in part, with or without consideration.
02. An Assignment may be effected in a Policy by an endorsement upon the Policy itself or by a separate instrument under notice to the Insurer.
03. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
04. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
05. The transfer of assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy thereof certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
06. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
07. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
08. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the Policy is being serviced.
09. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is
 - a. not bonafide or
 - b. not in the interest of the Policyholder or
 - c. not in public interest or
 - d. is for the purpose of trading of the insurance Policy.
10. Before refusing to act upon endorsement, the Insurer should record the reasons in writing and communicate the same in writing to Policyholder within 30 days from the date of Policyholder giving a notice of transfer or assignment.

11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance Policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
 - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
 - b. where the transfer or assignment is made upon condition that
 - i. the proceeds under the Policy shall become payable to Policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
 - ii. the insured surviving the term of the PolicySuch conditional assignee will not be entitled to obtain a loan on Policy or surrender the Policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
 - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
 - b. may institute any proceedings in relation to the Policy
 - c. obtain loan under the Policy or surrender the Policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance Policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholder is advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

Annexure 2

Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015. The extant provisions in this regard are as follows:

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

13. Where the Policyholder whose life is Assured nominates his

- a. parents or
- b. spouse or
- c. children or
- d. spouse and children
- e. or any of them

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

14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the Policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholder is advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

Annexure 3

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

Provisions regarding Policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended by Insurance Laws (Amendment) Act, 2015, are as follows:

01. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 yrs from

- a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policy
- whichever is later.

02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from

- a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policy
- whichever is later.

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

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:

- a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
- b. The active concealment of a fact by the insured having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.
06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policyholder is advised to refer to Insurance Laws (Amendment) Act, 2015 dated 23.03.2015 for complete and accurate details.]

Annexure 4 - Valid Age Proof

List of valid age proofs:

- Birth Certificate
- School / College Leaving Certificate, provided – it specifies Date of Birth, States that Date of Birth is extracted from School / College Records, Stamped and signed by College / School
- Passport
- Driving license
- PAN Card
- Ration Card, which specifies the Date of Issue of the Ration Card and the Date of Birth or Age of the Life to be Assured
- Election ID card (also called voters ID) issued by the Election Commission of India can be accepted as valid age proof provided it was issued at least 2 years before the date of the insurance proposal.
- Extract from service register in case of:
 - Government and semi-government employees
- In case of defense/central government/ state government personnel, identity card issued respectively by the defense department /central government/ state government to their personnel showing, inter alias, the date of birth or age
- Marriage certificate in the case of Roman Catholics issued by Roman Catholic Church
- Domicile certificate in which the date of birth stated was proved on the strength of the
- school certificate or birth certificates

NOTE: Any of the abovementioned Age Proof document submitted should have been issued at least 1 year prior to the date of the cover. In other words, any age proof document which has been issued by the respective issuing authority within a span of 1 year before the risk commencement date, shall not be acceptable.

Annexure-5

(Wellness Services)

This shall be applicable for to all members under this policy irrespective of whether any base benefit is payable under any Plan Option. This benefit shall be available only if the Life Assured is at least 150 kms away from the latest Communication Address provided by him under the Policy.

We have tie up with a vendor for providing the below mentioned wellness benefits.

The details of the benefits are provided below:

1. Emergency Medical Evacuation :

If the Life Assured falls ill or gets injured in an area where appropriate medical care is not available, we (our vendor) will intervene and use whatever transportation, equipment and personnel necessary to transport the Life Assured to the nearest available facility.

2. Medical Monitoring :

We (our vendor) will stay in regular communication with the attending physician/hospital during hospitalization, monitor appropriate levels of care and relay necessary information to the Life Assured's family.

3. Medical Repatriation:

When the Life Assured has been stabilized to the satisfaction of our vendor's Clinical Doctor and attending physician, we (our vendor) will arrange transportation of Life Assured to his latest Communication Address provided by him under the Policy or to a rehabilitation facility under medical supervision, if required.

4. Compassionate Visit:

We (our vendor) will arrange and pay for economy, round-trip transportation cost for a loved one to join the Life Assured who is alone and expected to be hospitalized for more than seven days.

5. Second Medical Opinion :

- a. Second Medical Opinion allows the Life Assured to receive a documented second medical opinion on a complex, grave or critical illness diagnosis, directly from a specialist working in a world class medical institution. This value-added service provides the Life Assured peace of mind knowing that his/her diagnosis has been confirmed and/or that the prescribed treatment is the most appropriate option available locally and internationally. Such

second opinions are not binding upon Life Assured and he has the discretion to follow or ignore the second opinion.

- b. We (our vendor) will arrange for second medical opinion for Life Assured upon request the following instances: (i) when the Life Assured's medical condition is undiagnosed by a treating physician; (ii) when the Life Assured seeks an additional medical opinion following an original diagnosis; or (iii) when the determination of the most appropriate course of medical treatment is required based on the current diagnosis.
- c. The vendor's services for arranging Second Medical Opinion may include the following :
 - i. Access to a dedicated 24-7 call centre
 - ii. Collection of medical records via a designated member portal
 - iii. Uploading of records to the reviewing physician
 - iv. Review of a diagnosis
 - v. Evaluation of case where a diagnosis is not yet possible
 - vi. Advice on the best course of treatment
 - vii. Follow up on a case reported previously

Note:

- 1) The Wellness Services shall not be provided in the following instances:
 - a. Any travel undertaken specifically for securing medical treatment;
 - b. Injuries resulting from participation in acts of war or insurrection;
 - c. Commission of an unlawful act;
 - d. Attempt to commit suicide;
 - e. Incidents involving the use of drugs unless prescribed by a Medical Practitioner;
 - f. Transfer of Life Assured from one medical facility to another medical facility of similar capabilities which provides a similar level of care;
 - g. Trips exceeding 90 days from legal residence.

The above services are value added services and with no additional charge to the Policyholder. These services are subject to change from time to time depending upon availability of services through our vendor(s). For the Contact details, details of benefits, the procedure and underlying terms and conditions for availing the services, kindly visit our website – <https://www.kotaklife.com>.