

Kotak Leave Encashment Group Plan
UIN- 107L088V02

PART B

DEFINITIONS:

- a) “Actuarial Valuation” means the valuation of assets and accrued Leave Encashment liabilities under the Scheme on the basis of appropriate demographic, economic assumptions and regulations and may include estimation of Contribution required for the liability accruing in the year following the Valuation Date by an independent actuary on behalf of the Policyholder and who is not employed by Insurer.
- b) “Age” is defined as the age of the Member on his/her last birthday (as per the English calendar) immediately before the date of commencement of cover for that Member.
- c) “Contributions/Premium” shall, depending on the context, means Initial Contributions and / or Ordinary Annual Contributions, towards the Leave Encashment liability.
- d) “Date of Commencement of Policy” means the date, as specified in the Schedule, on which this Policy commences.
- e) “Employer” shall mean <<Name of Policyholder>>, a legal entity constituted under the laws for the time being in force in India, (which expression shall, unless repugnant to the context mean and include its successors and permitted assigns, as the case may be).
- f) “Fund/s” means the Unit linked funds available in the plan wherein the contributions can be invested.
- g) “Fund Value” at any point of time represents the value of the Units at that time i.e. the number of units multiplied by the price of Units.
- h) “Insurance Act/Act” means the Insurance Act, 1938;
- i) “IRDA” or “IRDAI” means the Insurance Regulatory and Development Authority which was renamed as Insurance Regulatory and Development Authority of India in the year 2014;
- j) “Member”: A Member under this Policy means a person:-
- Who is employee of the Policyholder, within the terms of the Policyholder’s Leave Encashment Scheme Rules ,;
 - Whose age falls within the age range indicated by the Insurer for the Policy and in respect of whom the Policyholder has made a contribution.

Kotak Leave Encashment Group Plan V 1.2
UIN- 107L088V02

Page 1 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503
REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50



Minimum Age at entry of the member: 18 years

Maximum Age at entry of the Member: As per scheme rules, subject to maximum of 74 years

Maximum Age of the Member at maturity: normal retirement Age as specified in the scheme rules or 75 years whichever is lower

This Policy will cover only those persons in respect of whom details as specified in Annexure MD hereto are provided in the member data submitted by the Policyholder, as long as this Policy remains in force, and is subject to the terms and conditions herein stated.

No Member shall withdraw from the membership of the Scheme as long as he/she continues to be in service. Termination with respect to each Member shall be effective from the date he/she ceases to be a Member of the scheme. The Policyholder shall always inform Kotak Life Insurance in writing about the termination of such Member within 30 (Thirty) days from the date such Member ceases to be a Member of the Scheme.

New Members will be included under the Policy once the Insurer received the list of new Members from the authorized e-mail ID.

- k) “Nominee” shall mean the person nominated by the Member to receive the Benefits under the Scheme in the event of his /her death. Nomination is allowed as per Section 39 of the Act, as amended

from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

- l) “Policy” shall mean this agreement, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto agreed to and signed by the Insurer, and the individual enrollment forms, if any, of the Members, which together constitute the entire contract between the parties.
- m) “Policyholder” means the Master Policyholder, as per the name given in the Schedule, who has concluded the Policy with the Company for the benefits of the Members.
- n) “Renewal Date” refers to the date on which the Policy will get renewed every year and as stated in the Schedule.
- o) “Scheme” – means a Scheme that provides for liabilities of the Employer pertaining to Leave Encashment.
- p) “Scheme Rules” shall mean rules made under the Scheme.
- q) “Sum Assured” refers to the basic life cover for each member as defined in the Scheme rules.
- r) “Surrender Value” refers to the Fund Value as on the date of surrender settlement, subject to the surrender charges as may be applicable.
- s) “Unit” means a notional and proportionate part of the Unit Account created for the purposes of the benefit payout of this Policy, created by the allocation of Contribution received from the Policyholder by the insurer;
- t) “Valuation Date” means the date on which the Insurer values the assets to which each of the Funds is referenced for the purpose of declaring the NAV. The insurer will determine the date of valuation, the frequency of which shall be every day
- u) Words importing the masculine gender shall include the feminine gender and vice versa.
- v) Words in the singular shall include the plural and vice versa.

PART C

1. BENEFITS PAYABLE

A. Benefit payable on death of the Member:

Benefit	Benefit description	Benefit Basis
Basic Life cover (BLC)	Sum Assured (fixed by the Insurer)	5000
	As per the instructions given by the Policyholder to the Insurer, in accordance with the scheme rules.	Amount pertaining to the member as communicated to the Insurer by the Policyholder. This shall be treated as a withdrawal from the account value for benefit payment.

B. Benefit payable on exits other than death of member:

Benefit	Benefit description	Benefit Basis
Leave Encashment**	Leave Encashment payable as per the instructions given by the Policyholder to the Insurer, in accordance with the scheme rules.	Amount pertaining to the Member as communicated to the Insurer by the Policyholder. This shall be treated as a withdrawal from the account value for benefit payment.

** This benefit shall be payable as per the scheme rules.

Benefits hereunder shall be payable subject to the terms and conditions appearing in the Policy.

Units can be encashed for benefit payments or surrenders.

In respect of valid applications received for benefit payments or death claims or surrenders up to 3 p.m. by the Insurer, the same day's closing NAV shall be applicable. In respect of valid applications received for benefit payments or Death claims or surrenders after 3 p.m. by the Insurer, the closing NAV of the next business day shall be applicable.

Kotak Leave Encashment Group Plan V 1.2
 UIN- 107L088V02

Page 4 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503
REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50

2. BENEFICIARY

The benefits shall be payable to Policyholder or such person as may be nominated by the Policyholder or to such person as directed by a court of competent jurisdiction in India (as the case may be) for onward transmission to the Member.

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

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

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

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

3. PREMIUMS (CONTRIBUTION) PAYABLE

The premiums* for the first year (i.e. up to the first anniversary date) are specified below:

Particulars of Benefits	Amounts (Rs.)
Leave Encashment Premiums:	
Goods and Services Tax and cess (as applicable)	
Total Premium payable:	

*The Policyholder shall pay applicable taxes, in accordance with the applicable provisions in force at the time such payment is made

The initial contributions made at the date of commencement of the Policy have been received by the Insurer as herein stated. Further, for persons joining this Policy after the date of its commencement, contributions shall be made when they first become eligible to be Members here under. No person will be covered under this policy unless the requisite contribution has been made to the Insurer in respect of him/her.

Kotak Leave Encashment Group Plan V 1.2
 UIN- 107L088V02

Page 5 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503
REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50



Contributions shall be payable by the Policyholder in the amount as required as per the actuarial valuation of the Policyholder's liabilities by an independent actuary in accordance with the relevant prevailing accounting standards. Such actuarial valuation by an independent actuary shall be a sole responsibility of the Policyholder.

Special Conditions, if any:

**Signed for and on behalf of Kotak Mahindra Life Insurance Company Limited at
Mumbai on the <day> of <month>, 20 <year>.**

Authorised Signatory

Kotak Leave Encashment Group Plan V 1.2
UIN- 107L088V02

Page 6 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503
REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50

PART D

1. NAV Calculation & Declaration:

All the contributions under the plan will be applied to buy units in the funds selected by the Policyholder according to the following rules:

- In respect of premiums/funds switched received up to 3 p.m. by the Insurer along with a local cheque or a demand draft payable at par at the place where the premium is received, the closing NAV of the day on which premium is received shall be applicable.
- In respect of premiums/funds switched received after 3 p.m. by the Insurer along with a local cheque or a demand draft payable at par at the place where the premium is received, the closing NAV of the next business day shall be applicable.
- In respect of premiums received with outstation cheque/demand drafts at the place where the premium is received, the closing NAV of the day on which cheque/demand draft is realized shall be applicable.
- Having regard to the above, Insurer shall ensure that each and every payment instrument is banked with utmost expedition at the first opportunity, given the constraints of banking hours, prudently utilizing every available banking facility (e.g. high value clearing, account transfer etc.) Any loss in NAV incurred on account of delays, shall be made good by the Insurer

Calculation of Net Asset Value (NAV) =

(Market Value of investment held by the fund + Value of any Current Assets
– value of Current Liabilities & Provisions, if any)

Number of units existing at the Valuation Date (before creation/redemption of any Units)

Fund Value is the product of the total number of Units under a policy and the NAV. The NAV calculated above will be used with respect to portfolio valuations for policyholders in addition to terms for Leave Encashment Benefit, Surrender Value and for recovering the applicable charges. The NAVs will be calculated on each business day.

Unit prices will be available from the Insurer at the Policyholder's request and on the website of the Insurer.

The company may close/modify a fund, subject to IRDA approval.

The Insurer will periodically liquidate such number of units from the Leave Encashment Account (as the case maybe) as are necessary to meet the Charges referred to in clause 3 of Part E

2. Switching of funds:

- The Policyholder is allowed to switch between the available Fund options any time during the Policy term
- The Policyholder will have to provide the switching details in the Insurer's prescribed format (i.e. Switching Request Form)
- Unlimited free switches are allowed during policy tenure.

3. Redirection:

- The Policyholder may redirect future Contributions between available Funds at any time by giving the Insurer 7 (Seven) days prior written notice or at the time of contribution, specifying the amount/ proportion of the Contribution to be paid into each Fund, at the time of redirection in the Insurer's prescribed format.
- There is no redirection charge under this Policy

4. Loans:

Loans are not available under the policy.

5. Partial Withdrawal

No Partial Withdrawals are allowed in this plan

6. Surrender Benefit:

Surrender refers to the complete surrender /withdrawal of Policy. The Policyholder has the option of surrendering and thus terminating the Policy subject to providing one month prior notice to the Insurer and as per Terms & Conditions of the Policy. The Insurer will pay the Surrender Value to the Policyholder. This Policy shall terminate once the Surrender Value has been paid.

7. Renewal of the Policy

- (i) The Policy shall be automatically renewed annually on the date of policy anniversary by deducting the applicable charges, if any, (mortality and applicable taxes/levies/cess as per the Tax Laws) by intimating the Policyholder;
- (ii) This policy shall be in force until terminated by either party hereto, in accordance with clause pertaining to termination of cover or the Policy is surrendered as per the scheme rules or by either party providing the other with prior written notice of thirty days;
- (iii) Further, the Policy shall be in force till the time the Fund Value has sufficient funds to cover the applicable charges. The Insurer shall intimate the Policyholder,

15 days in advance, in case the Fund Value does not have sufficient funds. Contributions shall be payable by the Policyholder, by the renewal date, in the amount as required as per the actuarial valuation of the Policyholder's liabilities by an independent actuary in accordance with the relevant prevailing accounting standards. Such actuarial valuation by an independent actuary shall be a sole responsibility of the Policyholder.

- (iv) In case the Policyholder fails to pay the sufficient Contribution/Premium by the renewal the contract will be terminated and surrender value, if any, shall be paid.

8. Surrender / Termination of the Policy

- This policy may be surrendered by the Policyholder giving 1 months' prior notice in writing to the Insurer.
- The period of 1 (One) month notice shall be effective from the date of receipt of notice by the Insurer. If the Policyholder surrenders this Policy, the Insurer shall pay the Surrender Value to the Policyholder. The Policy shall terminate upon the payment of Surrender Value by the Insurer to the Policyholder.
- If the Policy gets Surrendered before the expiry of the 3rd (Third) Policy Anniversary, the Policyholder shall be liable to pay a Surrender Charge (as mentioned in Annexure: CH) as may be applicable
- No Surrender Charge shall be levied if the Policy is surrendered after the expiry of the 3rd (Third) Policy Anniversary.
- The Insurer shall pay the current value of the Units as on the date of Surrender settlement, subject to the Surrender Charges as may be applicable.

9. Termination of cover

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

- i. A claim under this Policy in respect of that Member being paid out;
- ii. Date of the Member withdrawing from the service of the Policyholder, or date he ceases to be a Member as herein defined;
- iii. The Member attaining the age of 75 years,
- iv. The date the Fund value is insufficient to meet mortality charges, or
- v. The date of termination of the Policy

10. Member Data

At inception, the Policyholder must provide up to date Member Data mentioned in the format mentioned in **Annexure MD** to the Insurer on or before the Date of Commencement of the Policy. New Members will be allowed to join at any time during the term of the Policy. Notice of new Members must be signed by the Policyholder. All employees of the Policyholder are invited to join the Policy at the Policyholder's invitation. Member Benefit will commence only from the date the Member is actually admitted as a member of the applicable Scheme subject

to the Insurer receiving the applicable Contributions and Member Data in respect of that Member.

The Policyholder shall provide the updated Member data to the Insurer, preferably on a monthly basis, as prescribed by the Insurer to enable the Insurer to update its records and calculate Contributions/Premiums.

The Insurer shall not be liable for any claim except as provided for in this document and for only those persons disclosed in the latest relevant Member Data.

11. Suicide Claim:

Not applicable under the Policy.

12. Claim

All claims shall be payable to the Beneficiary as defined under this Policy as per the terms and conditions of the Policy.

The Policyholder must notify the Insurer, in writing of the occurrence of any event upon which the Policyholder seeks payment of any benefit hereunder.

The primary documents normally required for processing a claim are:

- intimation of the claim event in writing in the Insurer's format signed by the authorized representative of the Policyholder. This intimation shall include the following:
 - a statement that the claim event (e.g. retirement, death etc.) has occurred
 - details of the Policy under which the Member is covered
 - date of claim event
 - place where the claim event occurred (i.e. residence/ hospital etc.) and the address of such place, if applicable
 - cause of claim event
- proof of age of the Member (for example certified copy of the birth certificate, school leaving certificate etc.)
- proof that the Life Insured is a Member under this Policy and is an employee of the Employer settling the Trust (e.g. certified copy of salary slip)
- proof of the claim event (e.g. death certificate, copy of resignation letter etc.)
- proof of the last salary drawn (e.g. certified copy of salary slip)

All benefits shall be claimed in accordance with the Trust Deed and shall be subject to such provisions of this Policy Document, such other requirements as stipulated by the Insurer and the legal title of the claimant, satisfactory to the Insurer. The Insurer reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim.

Kotak Leave Encashment Group Plan V 1.2
UIN- **107L088V02**

Page 10 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503

REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50

All amounts due under this Policy are payable in Indian Currency at the office of the Insurer situated at Mumbai, but the Insurer at its absolute discretion may fix an alternative place of payment for the claim at any time before or after the claim arises.

The Insurer's total liability under this Policy at any time shall be limited to the aggregate fund value i.e. the aggregate of the value of units in the fund in respect of all the members (determined in the manner hereinafter stated) and of the balance of any units held in terms of this policy, after adjustment for any outstanding contributions, income, expenses, taxes, levies, fees, rebates, charges etc.

13. Notice

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

Group Operations

Kotak Mahindra Life Insurance Company Limited

7th Floor, Zone-IV, Building No.21,
Infinity Park, Off Western Express Highway,
General A.K. Vaidya Marg,
Malad (E), Mumbai,
Maharashtra -400097, India.

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

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

<Address of Policyholder>

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

14. 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 centres, 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.

Kotak Leave Encashment Group Plan V 1.2
UIN- **107L088V02**

Page 11 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503

REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50

15. Free Look Provision

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the Policy. The cancellation request should be submitted to your nearest Kotak Life Insurance Branch or sent directly to our Head Office. On receipt of your letter along with the original policy document we shall arrange to refund the non-allocated premium plus charges levied by cancellation of units plus fund value at the date of cancellation less expenses in accordance with IRDA (Protection of Policyholders' Interests) Regulations, 2017. 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. Distance Marketing is not allowed for the plan.



PART E

Regular Additions

Monthly regular additions shall be applicable on the Fund Value at the beginning of the month.

Regular Additions are added to the schemes where the Fund Size is above Rs. 1 Crore at the beginning of the calendar month. The Regular Addition % varies by fund size and type of fund.

Regular Addition per annum rates are given below:

Fund Names	Fund size at the beginning of the calendar month (Rs. In crores)				
	Above 1 Cr & upto 5 Crs	Above 5 Crs & up to 10 Crs	Above 10 Crs & up to 15 Crs	Above 15 Crs & up to 20 Crs	Greater than 20 Crs
Kotak Group Money Market Fund	0.10%	0.20%	0.30%	0.30%	0.30%
Kotak Group Gilt Fund	0.05%	0.15%	0.25%	0.25%	0.30%
Kotak Group Bond Fund	0.05%	0.15%	0.25%	0.25%	0.30%
Kotak Group Floating Rate Fund	0.05%	0.15%	0.25%	0.25%	0.30%
Kotak Group Balanced Fund	0.20%	0.25%	0.30%	0.40%	0.50%
Kotak Group Short Term Bond Fund	0.05%	0.15%	0.25%	0.25%	0.30%
Kotak Group Prudent Fund	0.20%	0.25%	0.30%	0.40%	0.50%

Regular Additions are expressed as Units and added to the applicable fund at the end of the month.

NAV of the Fund as at the End of the Month

Allocation of Contributions

The Policyholders have the option to invest in the funds available in any proportion depending upon their needs. Company may offer new/modify fund under this product, subject to IRDA approval.

A Leave Encashment Account will be maintained in respect of the Policyholder and this will reflect the position of Leave Encashment unit balance[@]. The contributions made (excluding such expenses, charges, taxes and cesses etc. as may be applicable), are used by the Insurer to buy units of any of the following funds selected by the Policyholder:

Kotak Leave Encashment Group Plan V 1.2
UIN- **107L088V02**

Page 13 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503
REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50

- Kotak Group Gilt Fund (ULGF-002-27/06/03-GLTFND-107)
- Kotak Group Bond Fund (ULGF-004-15/04/04-BNDFND-107)
- Kotak Group Balanced Fund (ULGF-003-27/06/03-BALFND-107)
- Kotak Group Floating Rate Fund (ULGF-005-07/12/04-FLTRFND-107)
- Kotak Group Money-Market Fund (ULGF-001-27/06/03-MNMFND-107)
- Kotak Group Short Term Bond Fund (ULGF-018-18/12/13-SHTRMBND-107)
- Kotak Group Prudent Fund (ULGF-019-04/07/17-KGPFND-107)

@The Fund Value will comprise of the aggregate of the value of Units in Fund. The Unit Balance in respect of Fund is the aggregate of the Units bought (available monies allocated to that Fund divided by the prevailing Unit Price) minus the Units sold (amounts withdrawn by the Insurer periodically to meet expenses) divided by the prevailing Unit Price. Please refer to Annexure (CH) for details of the charges.

3. Expenses charged to the Fund:

Charges

- **Premium Allocation Charges:** This is charged as a percentage of the contribution. The net premium is then allocated at the Net Asset Value (NAV) prevailing on the date of receipt of premiums/contribution.

Premium Amount	Allocation Charge (As % of contribution)
For premium up to `20 Crores in any policy year	<<NIL – if sourced by KLI staff / 0.5% - if sourced via Broker or Agent>>
For portion of premium Above `20 Crores in any policy year	NIL

Note: For policies sourced directly by KLI staff (Kotak Life Insurance employees) there will be no allocation charge. This charge is guaranteed for the term of the Policy.

- **Administration Charges:** There is no Policy Administration Charge
- **Fund Management Charges (FMC):**

This is a charge levied as a percentage of the value of assets and shall be appropriated by adjusting the NAV. Following are the FMC applicable per annum for the available funds:

Fund Name	FMC (per annum)
Kotak Group Money Market Fund	0.80% p.a.
Kotak Group Gilt Fund	0.80% p.a.
Kotak Group Bond	0.80% p.a.
Kotak Floating Rate Fund	0.80% p.a.
Kotak Group Balanced Fund	1.00% p.a.
Kotak Group Short Term Bond Fund	0.80%
Kotak Group Prudent Fund	1.00%

These charges will affect the NAV and will be deducted daily.

- **Mortality Charges:**

Unit rate of Re. 1 per 1000 of Sum Assured will be charged.

The mortality charge is to be paid separately by the Policyholder at inception. If such mortality charge is not paid separately, the same will be deducted from the Fund.

- **Switching Charges:** There is no Switching Charge. However, the company reserves the right to impose a switching charge subject to prior approval from IRDA.
- **Redirection Charge:** There is no redirection Charge
- **Surrender Charges:**
 - This is a charge levied on the unit fund at the time of surrender of contract.
 - Following charges are applicable depending on year of Surrender:

Year of Surrender	Charges applicable (as a % of Fund)
1 st – 3 rd Yr	0.05% with a cap of ` 5 lacs
4 th Yr onwards	NIL

Reduction in Yield

There are no policy administration charges or any other ongoing charges except Fund Management Charges which are capped at 1% per annum.

However, in the process to comply with the reduction in yield, the insurer may arrive at specific non-negative claw-back additions, if any, to be added to the unit fund at various durations of time, as applicable.

Funds Description

A) Group Money-Market Fund [ULGF-001-27/06/03-MNMKFND-107]:

Objective: To protect capital with minimal downside risks

Risk Return profile: **Secure.**

Fund Composition: The portfolio will consist of money market investments such as treasury bills, commercial paper, certificates of deposit, short-term deposits, bills of exchange, debentures, bonds and Government securities etc.

Particulars	Minimum	Maximum
Short term Investments such as money market instruments, short term bank deposits, call money and cash	100%	100%

B) Group Gilt Fund [ULGF-002-27/06/03-GLTFND-107]:

Objective: Return is expected to be in line with those of Government fixed interest securities, and may provide little protection against unexpected inflation increases.

Risk Return profile: Conservative.

It will preserve capital and minimize downside risk, with investment in debt and government instruments.

Fund Composition:

The portfolio will primarily consist of Government securities and infrastructure debt assets as defined in the IRDA regulations as per the following indicative investment pattern.

Particulars	Minimum	Maximum
Investment in Government / Government guaranteed securities	80%	100%
Short term Investments such as money market instruments, short term bank deposits, call money & cash	0%	20%

C) Group Bond Fund [ULGF-004-15/04/04-BNDFND-107]:

Objective: Return is expected to be in line with those of fixed interest instruments, and may provide little protection against unexpected inflation increases.

Risk Return profile: Conservative.

It will preserve capital and minimize downside risk, with investment in debt and government instruments.

Fund Composition: The portfolio will consist of highly rated debt instruments including corporate debt and infrastructure debt assets as defined in the IRDA regulations, Government securities and short term investments.

Particulars	Minimum	Maximum
Investment in Government / Government guaranteed securities	0%	75%
Investment in other debt securities	25%	100%
Short term Investments such as money market instruments, short term bank deposits, call money and cash	0%	40%

D) Group Balanced Fund [ULGF-003-27/06/03-BALFND-107]:

Objective: This fund aims for moderate growth by holding a diversified mix of equities and fixed interest instruments.



Risk Return profile: Moderate.

It may also be susceptible to moderate levels of shorter-term volatility (downside risk).

Fund Composition: The portfolio will include primarily listed Indian equity shares, debt instruments including corporate debt, Government securities and short term investments.

Particulars	Minimum	Maximum
Investment in listed equity shares	30%	60%
Investment in Government / Government guaranteed securities and other debt securities and infrastructure assets	20%	70%
Short term Investments such as money market instruments, short term bank deposits, call money & cash	0%	40%

E) Group Floating Rate Fund [ULGF-005-07/12/04-FLTRFND-107]:

Objective: Return is expected to be in line with those of floating rate debt instruments, and may provide little protection against unexpected inflation increases.

Risk Return profile: Conservative.

It will preserve capital and minimize downside risk, with investment in floating rate debt and government instruments.

Fund Composition: The portfolio will consist of highly rated floating rate debt instruments including corporate debt and infrastructure debt assets as defined in IRDA regulations, government securities and short term investments.

Particulars	Minimum	Maximum
Investment in Government / Government guaranteed securities	0%	75%
Investment in floating rate debt instruments	25%	100%
Short term Investments such as money market instruments, short term bank deposits, call money and cash	0%	40%

F) Group Short Term Bond Fund [ULGF-018-18/12/13-SHTRMBND-107*]:



Investment Policy / Objective: To provide reasonable returns and liquidity by investing in government debt, corporate debt and money market instruments of different maturities and issuers.

Risk-Return profile: Conservative: Minimize downside risk.

Fund Composition:

Particulars	Minimum	Maximum
Investment in Government / Government guaranteed securities	0%	50%
Investment in other debt securities	25%	75%
Short term Investments such as money market instruments, short term bank deposits, and cash	10%	75%

g) Kotak Group Prudent Fund (ULGF-019-04/07/17 KGPFFND-107):

Objective: Aims to provide enhanced long term returns by taking a moderate exposure to equity and equity related securities and active management of a fixed income portfolio

Risk Return profile: Moderate.

It may also be susceptible to moderate levels of shorter-term volatility (downside risk).

Fund Composition: The portfolio will include primarily listed Indian equity shares, debt instruments including corporate debt, Government securities and short term investments.

Particulars	Minimum	Maximum
Investment in listed equity shares	0%	20%
Investment in Government / Government guaranteed securities and other debt securities and infrastructure assets	40%	100%
Short term Investments such as money market instruments, short term bank deposits, call money & cash	0%	40%

PART F

1. PROOF OF AGE

The Policyholder shall submit a declaration in writing of the Age(s) of the Members and Beneficiary to be covered under this Policy, at inception and along with monthly statement of Member Data (defined below) for Members added from time to time. The Insurer shall not be liable for payment of any benefits in respect of Member for whom such a declaration has not been given.

For a person to be covered under this policy he/she must fall within the age range herein mentioned. However, the Insurer will refund the premium after deducting expenses (if any) for that person, if the person (life to be insured) is not within the age range.

The Insurer may at any time call for proof of Age (as detailed in the Annexure PA) from the Policyholder or the concerned Member and the Policyholder or Member must provide the same when required.

2. FRAUD /MISREPRESENTATION

The provisions of Section 45 of the Insurance Act 1938, as amended from time-to-time, will be applicable to this contract and each life cover provided therein. [A Leaflet containing the Simplified Version of Section 45 is enclosed in Annexure for reference].

3. AMENDMENT

No amendments to this Policy or the Policy document will be effective, unless such amendments are expressly approved in writing by the Insurer.

4. 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.

5. GOVERNING LAWS

1. 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.

Kotak Leave Encashment Group Plan V 1.2
UIN- 107L088V02

Page 20 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503

REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50

2. Miscellaneous

This Policy is subject to the Insurance Act 1938, as amended by the Insurance Regulatory and Development Authority Act, 1999, such amendments, modifications as may be made from time to time and such other relevant regulations including IRDAI (Protection of Policyholders' Interest) Regulations, 2017, as may be introduced there under from time to time by Authority.

3. Jurisdiction:

Without prejudice to the generality of the aforesaid provisions, this Policy shall be governed by the laws of India. The Courts of India shall have the exclusive jurisdiction to settle any disputes arising under this Policy.

6. GENERAL

- 1) Any information needed to administer the Policy must be furnished by the Policyholder.
- 2) The Insurer reserves the right to change any of these Policy Clauses if it becomes impossible or impractical to observe or execute the Clauses hereunder.
- 3) The Policyholder will be responsible and liable for making payment, including payment of Benefits, in the appropriate form to the Member or to the Nominee as applicable.
- 4) The Insurer can check/inspect, at any time, if the Benefits are being paid to the correct person as and when due.

PART G

Query/Complaint Resolution

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

Customer Care,
Kotak Mahindra Life Insurance Company Ltd,
Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
General A.K. Vaidya Marg, Malad East, Mumbai 400097
Toll Free: 1800 209 8800

Email ID: clientservicedesk@kotak.com

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

Kotak Mahindra Life Insurance Company Ltd,
Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
General A.K. Vaidya Marg, Malad East, Mumbai 400097
Toll Free: 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 (IRDA) on the following contact details:

IRDA Grievance Call Centre (IGCC) TOLL FREE NO: 1800 4254 732

Email ID: complaints@irda.gov.in

You can also register your complaint online at <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority
Sy No. 115/1, Financial District,
Nanakramguda, Gachibowli, Hyderabad – 500032
Fax No: 91- 40 – 6678 9768”

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 for your grievances as specified under the Insurance Ombudsman Rules, 2017.
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 provisions of 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:
 - Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - Within a period of one year from the date of rejection by the Insurer
 - If it is not simultaneously under any litigation.

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@ecoi.co.in	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@ecoi.co.in
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D,	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,

Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in	GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in
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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace	PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,,



4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
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.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889 / 671 / 980 Fax: 022 - 26106949 Email: inscoun@ecoi.co.in

Annexure: MD
Member Data

<u>d Description*</u>
<u>st Name</u>
<u>iddle name</u>
<u>t Name</u>
<u>nder (M/F)</u>
<u>e of Birth (DD/MM/YY)</u>
<u>mployee No.</u>
<u>ing Date (DD/MM/YY)</u>
<u>e of entry into Group Plan (DD/MM/YY)</u>
<u>egory (if applicable)</u>
<u>based Monthly Salary</u>
<u>irement Date</u>
<u>al Monthly Salary</u>
<u>ry month & year</u>
<u>of working days</u>
<u>s worked</u>
<u>e of retirement</u>
<u>e of exit from Group plan**(DD/MM/YY)</u>
<u>t reason**</u>

Kotak Leave Encashment Group Plan V 1.2
 UIN- 107L088V02

Page 26 of 32

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited) CIN: U66030MH2000PLC128503
REGISTERED OFFICE: CIN: U66030MH2000PLC128503, Regd. Office: 2nd Floor, Plot #C-12, G- Block, BKC, Bandra (E), Mumbai- 400051, Website: <http://insurance.kotak.com>, Email: clientservicedesk@kotak.com, Toll Free No.: 18002098800, Fax No.: +91 22 67425649 / 50



nine Details

* Fields in **bold** are mandatory

**Should be provided when the Member's cover is terminated.

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

Annexure: PA**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
- Aadhar Card
- 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 Insured
- 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 atleast 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, then the same shall not be acceptable.

Annexure : Simplified Version of Section 39

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 insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured 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. Policy Holders are advised to refer to official Gazette Notification for complete and accurate details.]

Annexure: Simplified Version of Section 45

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 Policywhichever 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 Policywhichever 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. Policy Holders are advised to refer to official Gazette Notification for complete and accurate details.