Kotak Group Assure
(UIN - 107N051V03)

DEFINITION

a) "Act" means Insurance Act, 1938.

b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.

c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.

d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any

e) "Date of Issue" is the date as mentioned in Schedule when policy comes into effect.

f) "Date of Commencement" shall mean:

   1) For Existing Member: It will be same as Date of Issue.

   2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.

g) "Membership Form cum Declaration of Good Health" means declaration provided by the individual Member regarding his medical condition at the time of the entry into the scheme.

h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.

i) "Grace Period" " means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, 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.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.

k) "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;

l) "Lapsed Policy" means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.

m) "Life Insured" includes the Member as defined below.

n) "Member/s" means a person/s:

- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and
- who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and
- who has/have availed a loan from with the Policyholder on or after the date of commencement of this Policy towards <Personal Loan/Housing Loan > and such loan is outstanding as on the date of commencement of his/her cover; and
- who is borrower or co-borrower of the Loan and
- in respect of whom Member data is provided to the Insurer by the Policyholder as mentioned herein, and
- who falls within the age range indicated by the Insurer for this Policy

o) "Moratorium Period" means the period commencing from the date of disbursement of loan, during which the sum assured equals the initial cover amount and, in case the interest is not being paid during the moratorium period, the additional interest accumulated thereon. The cover after Moratorium period shall reduce in line with the cover schedule.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

p) "Non Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.

q) "Policyholder" refers to the Master Policyholder.

r) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance/Cover Schedule issued to each Member on his/ her admission to the scheme.

s) "Cover Schedule" means is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date as mentioned in the Certificate of Insurance, including coverage for moratorium (with or without accrued interest for moratorium period, as applicable), if any.

t) "Section 64 VB" – As defined under the Act.

Details of the Members of the group

This policy will cover the Members in respect of whom Member Data is provided by the Policyholder to the Insurer as stated in Annexure (MD) and is subject to the terms and conditions herein stated.

For Single Premium

Option no.	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	5,000	No limit	15	73	75
2	Group Assure	25,000	No limit	15	73	75
3	Group Assure plus Critical Illness Benefit	100,000	No limit	18	63	65
4	Group Assure plus Disability Benefit	25,000	No limit	18	63	65

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

For Regular Premium

Option no.	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	5,000	No limit	15	70	75
2	Group Assure	25,000	No limit	15	70	75
3	Group Assure plus Critical Illness Benefit	100,000	No limit	18	60	65
4	Group Assure plus Disability Benefit	25,000	No limit	18	60	65

BENEFITS PAYABLE

The Sum Assured, as defined in the definition section, is based on the Member Data provided to the Insurer (and updated from time to time) and shall be subject, inter alia to the limits mentioned in the table herein above and all the terms and conditions appearing herein.

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

Sum Assured under this plan:

- **For Loans:** A loan repayment schedule will define the sum assured during each month. It may include a moratorium period, with or without interest, to reflect the loan repayment schedule. Sum Assured, subject to a maximum of the outstanding amount in borrower's loan account as at the end of the month of death, would be paid. Claims payments will be made to the Beneficiary.

  This Cover under the Policy Contract is restricted to the Expected Principal Loan Amount (loan repayment schedule agreed between the Policyholder and the Insurer) only and the balance outstanding, if any, due under the Loan Agreement would be governed by the Loan Agreement between the Policyholder and the Member.

  The event of Death should be intimated to the Insurer preferably within 3 months and in case of failure to intimate within the said period the Insurer reserves its right to seek any relevant/additional documents for processing

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

the claim. The Insurer at its sole discretion may calculate the benefit payable on the death of the Member after verifying the actual date of death.

Benefit on Survival:

No survival benefit will be paid under any of the options.

<<Benefits payable in case of Joint Life Cover:

Joint Life cover shall be offered only in cases where the insurable interest between two lives to be insured is clearly established. The benefits payable in case of Joint Life cover shall depend upon the contingent events and the corresponding options as mentioned in the table hereunder:

Contingent Events	Options for Calculation of Benefits Payable**
In the event of first Death of any of the two lives insured	Easy Group Assure
In the event of Death or Terminal Illness (whichever is earlier) of any of the two lives insured	Group Assure
In the event of Death or Terminal Illness or Accidental Permanent Disability (whichever is earlier) of any of the two lives insured	Group Assure plus Disability Benefit
In the event of Death or Terminal Illness or Critical Illness (whichever is earlier) of any of the two lives insured	Group Assure plus Critical Illness Benefit

** The benefits payable under Easy Group Assure, Group Assure, Group Assure plus Disability Benefit and Group Assure plus Critical Illness Benefit shall be paid as per the calculations mentioned in the contract.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Benefits available under various plan options:-

Following are the various benefit options available under the Policy, however amongst the following only the option chosen by the Policyholder will be applicable.

Option 1:- Easy Group Assure

On Death:
Sum Assured will be paid.

Option 2:- Group Assure

On Death:
Sum Assured will be paid provided no Sum Assured is paid under Terminal Illness to the Member/Beneficiary earlier.

On Terminal Illness:

Terminal Illness is a non-correctable/non-curable medical condition or a non-response to specific disease therapy (which is likely to culminate in death within a year).

Terminal Illness Benefit provides for immediate payment of the Sum Assured, as a result of the diagnosis of Terminal Illness, provided no Sum Assured has been paid earlier on Death to the Member/beneficiary and consequently the cover under the group policy will cease for the Member.

Terminal Illness should be established and confirmed in writing and with reasonable certainty; in the opinion of both the Member's attending physician (based on consultation with relevant medical specialists) as well as Insurer. The decision of Insurer would be final in this regard.

The Member will be entitled to make a Terminal Illness claim on fulfillment of following conditions:

1. The medical illness should have been exhaustively investigated, diagnosed and treated by specialists in that faculty, and at the end of the treatment, the attending medical experts must have opined that the disease is incurable, and only supportive / empirical therapy can be offered. A certificate from the treating specialist confirming this condition should be produced.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

2. Where the Member is an employee of a company, the employer (company) is required to certify that the Member (employee) has not been able to fulfill the daily requirements of his/her job continuously during the last two months in view of his terminal illness, immediately prior to the date of intimation of Terminal Illness to the Insurer. Where the Member is self-employed, he/she should provide suitable supporting evidence of inability to work as defined above to the Insurer.

Exclusions:

No benefits will be payable under following circumstances:

1. Self inflicted injuries or attempted suicide within one year from the commencement of member cover/ date of revival of member cover.
2. Terminal Illness diagnosis in the presence of Human Immunodeficiency Virus (HIV) infection is excluded.

Note: Apart from the coverages mentioned above, no other benefits are available to the Member.

Option 3:- Group Assure plus Critical Illness Benefit

On Death:

Sum Assured will be paid provided no Sum Assured is paid under Terminal Illness or Critical Illness to the Member/beneficiary earlier.

On Terminal Illness:

Terminal Illness is a non-correctable/non-curable medical condition or a non-response to specific disease therapy (which is likely to culminate in death within a year).

Terminal Illness Benefit provides for immediate payment of the Sum Assured, as a result of the diagnosis of Terminal Illness, provided no Sum Assured has been paid earlier; either on Death or Critical Illness Benefit to the Member/beneficiary and consequently the cover under the Policy will cease for the Member.

Terminal Illness should be established and confirmed in writing and with reasonable certainty; in the opinion of both the Member's attending physician (based on consultation with relevant medical specialists) as well as of the Insurer. The decision of Insurer would be final in this regard.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

The Member will be entitled to make a Terminal Illness claim on fulfillment of following conditions:

1. The medical illness should have been exhaustively investigated, diagnosed and treated by specialists in that faculty, and at the end of the treatment, the attending medical experts must have opined that the disease is incurable, and only supportive / empirical therapy can be offered. A certificate from the treating specialist confirming this condition should be produced.

2. Where the Member is an employee of a company, the employer (company) is required to certify that the Member (employee) has not been able to fulfill the daily requirements of his/her job continuously during the last two months in view of his terminal illness, immediately prior to the date of intimation of Terminal Illness to the Insurer. Where the Member is self-employed, he/she should provide suitable supporting evidence of inability to work as defined above to the Insurer.

On Critical Illness:

If the Member is diagnosed with a critical illness or undergoes surgery covered as per the terms and conditions specified, the sum assured available under this option will be paid, subject to the following conditions, and consequently the cover under the Group Policy will cease for the said Member.

Conditions:

No benefits will be payable:
1. If the condition is diagnosed within the lien period of 45 days after the risk commencement date or the date of any reinstatement.)
2. For any pre-existing diseases unless specifically mentioned in the Proposal Form and accepted by the Insurer and endorsed thereon.

General Conditions:

1) The benefit is payable in full on the first ever occurrence of any one of the critical illnesses defined below and only if the policy is in force at the time of diagnosis of the critical illness.

2) The Member/Policyholder should notify the Insurer within 30 days from the date of diagnosis of critical illness; giving the following details such as date of diagnosis of critical illness, nature and extent of critical

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

illness and details thereof, including medical reports and investigations; the Member's address etc.

3) No benefits will be payable for any event which is a direct or indirect result of a condition which was not disclosed in the Member's application for insurance, and for which, prior to the Risk Commencement Date:
   i) Medical advice or treatment was recommended or given by a health professional; or
   ii) Evidence of the event existed which would cause a reasonable person to seek diagnosis, care or treatment from a health professional; or
   iii) Unreasonable failure to seek or follow medical advice.

4) The Member is willing to be examined by a Medical Examiner nominated by the Insurer.

5) The decision of the Insurer would be final in all regards.

For the payment of benefits under this option a critical illness means the following:

First Heart Attack – Of Specified Severity

The first occurrence of 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 this will be evidenced by all of the following criteria:
   a) a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
   b) new characteristic electrocardiogram changes
   c) elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

1) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
2) Other acute Coronary Syndromes
3) Any type of angina pectoris

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Cancer Of Specified Severity

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

1) Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
2) Any skin cancer other than invasive malignant melanoma
3) All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
4) Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
5) Chronic lymphocyctic leukaemia less than RAI stage 3
6) Microcarcinoma of the bladder
7) All tumours in the presence of HIV infection.

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:

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

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Open Chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are:
1) Angioplasty and/or any other intra-arterial procedures
2) any key-hole or laser surgery.

Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

Major Organ / Bone Marrow Transplant

The actual undergoing of a transplant of:
1) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
2) Human bone marrow using haematopoietic stem cells

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:
1) Other stem-cell transplants
2) Where only islets of langerhans are transplanted

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.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Loss of limbs

The loss of two or more limbs due to injury or disease. This includes the loss of both hands or both feet or one hand and one foot.

Aorta surgery

Means the actual undergoing of surgery via thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or a traumatic rupture of the aorta. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. There must have been excision and replacement of a portion of diseased aorta with a graft.

Major Burns

Third degree burns covering at least 20% of the body surface. The extent of the burns must be confirmed by an appropriate consultant.

Open Heart Replacement Or Repair Of Heart Valves

The actual undergoing of open-heart valve surgery 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.

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

Blindness

Total irreversible loss of sight in both eyes as a result of illness or accident. The blindness must be certified by an ophthalmologist's report.

Exclusions:

No benefits will be payable under following circumstances:

1. No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of, or howsoever, to any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

contracted up to 48 months prior the date of commencement/revival of the cover, or for which a claim has or could have been made under any earlier policy

2. No benefits will be payable under this Policy if a claim or event suffered by the Life Insured is directly or indirectly attributed to or exacerbated as a result of any of the following :
    a) War or hostilities (whether war be declared or not), civil war, rebellion, revolution, civil unrest or riot, participation in any armed force or peace keeping activities.
    b) If a person acts on his/her 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 with criminal intent.
    c) Self inflicted injuries, attempted suicide, insanity, and immorality, and deliberate participation of the life insured in an illegal or criminal intent.
    d) Drug-taking other than under the direction of a qualified medical practitioner, abuse of alcohol or the taking of poison.
    e) Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS).
    f) Nuclear fusion, nuclear fission, nuclear waste or any radioactive or ionizing radiation.
    g) Injuries or diseases arising from professional sports, racing of any kind, scuba-diving, aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and skydiving) other than as a crew member or as a fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route or any hazardous activities or sports unless agreed by special endorsement.
    h) Unreasonable failure to seek medical advice.

Note: Apart from the coverages mentioned above, no other benefits are available to the Member.

Option 4:- Group Assure plus Disability Benefit

On Death:

Sum assured will be paid provided no Sum Assured is paid under Terminal Illness or Permanent Accidental Disability to the Member/beneficiary earlier.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

On Terminal Illness:

Terminal Illness is a non-correctable/non-curable medical condition or a non-response to specific disease therapy (which is likely to culminate in death within a year).

Terminal Illness Benefit provides for immediate payment of the Sum Assured, as a result of the diagnosis of Terminal Illness, provided no Sum Assured has been paid earlier; either on Death or Permanent Accidental Disability Benefit to the Member/beneficiary and consequently the cover under the group policy will cease for the Member.

Terminal Illness should be established and confirmed in writing and with reasonable certainty; in the opinion of both the Member's attending physician (based on consultation with relevant medical specialists) as well as Insurer. The decision of Insurer would be final in this regard.

The Member will be entitled to make a Terminal Illness claim on fulfillment of following conditions:

1. The medical illness should have been exhaustively investigated, diagnosed and treated by specialists in that faculty, and at the end of the treatment, the attending medical experts must have opined that the disease is incurable, and only supportive / empirical therapy can be offered. A certificate from the treating specialist confirming this condition should be produced.
2. Where the Member is an employee of a company, the employer (company) is required to certify that the Member (employee) has not been able to fulfill the daily requirements of his/her job continuously during the last two months in view of his terminal illness, immediately prior to the date of intimation of Terminal Illness to the Insurer. Where the Member is self-employed, he/she should provide suitable supporting evidence of inability to work as defined above to the Insurer.

On Permanent Accidental Disability:

If the Member becomes permanently disabled due to an accident then the Sum Assured as at the date of accident would be payable on fulfilment of following conditions provided no Sum Assured has been paid earlier; either on Death or Terminal Illness Benefit to the Member/beneficiary and consequently the cover under the group policy will cease for the insured Member. The benefits will be payable immediately after the end of waiting period.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Accident: For the purpose of this definition, an accident is a sudden, unforeseen and involuntary event caused by external and visible means.

Waiting Period:

The waiting period of 180 days from the date of accident is applicable to this option and the Member must remain continuously disabled during the 180 days waiting period.

Permanent Accidental Disability Conditions:

- **General Conditions:**

1. This benefit is payable on Occupational Disability conditions or Physical Impairment conditions arising specifically from an accident. Such "accidental disability" should arise directly from bodily injury caused solely, directly and independently of all other causes and disease, ageing or degenerative conditions effected through external, violent and sudden means of which there is evidence of a visible contusion or wound on the exterior of the body. The insured condition must occur within 30 days of the accident that was the sole cause of the condition.
2. The Member/Policyholder must report the claim to the Insurer within 30 days of accident, giving required details such as date of the accident, nature and extent of the accidental disability, including medical reports and investigations; the Member's address etc.

3. There will be a waiting period of 180 days applicable to this option from the date of accident and disability should be continuous during the waiting period of 180 days from the date of accident. During the waiting period, the scheduled premiums are due from the Policyholder.

4. Disability assessment will be carried out by the Insurer's Chief Medical Officer (CMO) during or at the end of waiting period.

5. The decision of the Insurer's Chief Medical Officer (CMO) would be final in all regards.

- **Occupational Disability benefit conditions:**

1. Provides benefits in the event of the Member becoming "accidentally disabled" such that he is permanently unable to carry out a reasonable occupation.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

2. The reasonability of an occupation will be influenced by the Member's education, training, experience and employment history.

3. The Member unemployed at the accident date is not eligible to claim under the Occupational Disability condition (Temporary unemployment due to switching of jobs etc, up to 90 days will be covered. Offer letter from the new employer should be submitted as a proof of temporary unemployment). Therefore, a Member unemployed at the accident date needs to meet one of the 'Physical Impairment Benefit Conditions' mentioned below to make a claim.

4. The Member must inform the Insurer if he is no longer engaged in his occupation; in addition to all changes in the Member's job activities and/or environment which are not of an occasional or isolated nature.

5. The Occupational Disability Benefit will not be payable where the Member has already retired (i.e. ceased being engaged in his occupation due to retirement prior to being disabled and has not become re-engaged in any occupation).

- **Physical Impairment Benefit Conditions arising from accidental disability:**

  - Permanent loss of speech.

  - Permanent loss of use of a combination of any two of the following: hand, foot, eye.

  - Permanent confinement to bed or wheelchair.

Exclusions:

No benefits will be payable under following circumstances:

1. Terminal Illness diagnosis in the presence of Human Immunodeficiency Virus (HIV) infection is excluded.
2. No benefits will be payable under this Policy if a claim or event suffered by the Member is directly or indirectly caused by or exacerbated as a result of any of the following:
   a. Activities like Extreme climbing (soloing), Ice climbing, Extreme altitude climbing – above 6000 m, Cave diving, Internal exploration of wrecks, Diving at depths greater than 30 m, Motorized racing (speed contests) , Boxing (including kick boxing), Base jumping, Sky

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

surfing, Aerobatic flying, Parasailing , Employment as a mine-blaster

b. Undisclosed recurrent participation in the following risky activities like Piloting any aircraft, Ballooning, Parachuting without a static line, Hang gliding, Paragliding and Rock climbing
c. War or hostilities (whether war be declared or not), civil war, rebellion, revolution, civil unrest or riot, 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.
d. If a person acts on his/her 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 with criminal intent.
e. Self inflicted injuries, attempted suicide, insanity, and immorality, and deliberate participation of the Member in an illegal or criminal intent.
f. Nuclear fusion, nuclear fission, nuclear waste or any radioactive or ionizing radiation.

Note: Apart from the coverages mentioned above, no other benefits are available to the Member.

BENEFICIARY

Subject to the applicable laws, the benefits/claim payment will be made to the Beneficiary. The said benefits shall be payable in India.

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

PREMIUMS PAYABLE

Mode of Premium Payment: << Single/Monthly/Half yearly/Quarterly/Annual Premium>>.

Accepted Premium Rates * (Rate per ` 1000/- of cover)

As per the Annexure- Premium Rate Table

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

*The Policyholder is liable to pay Goods and Services Tax, cess and other statutory levies (as applicable from time to time) on the premiums payable. The Premiums payable are calculated based on the aforesaid premium rates, and are subject to Goods and Services Tax, cess and other levies as may be applicable from time to time. The Insurer reserves the right to review the Premium rates periodically and change the premium rates (from the pre-approved set of premium rates) applicable under the Policy in respect of new entrants at any time, by giving the Policyholder two months' notice in writing.

Special Conditions, if any:

< as applicable>

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.
   < To comply with this regulation, Policyholder will need to keep a deposit as per Section 64VB, equivalent of approx premium amount due in next month with Insurer.> OR < Therefore all covers shall commence from the valued credit date in Insurer's account with Policyholder.>

2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.

3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Ltd. at Mumbai on _____.

Authorised Signatory

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

I. TERMS & CONDITIONS

1. Proof of Age

The Policyholder shall submit a declaration in writing and/or electronically of the age(s) of the members covered and persons to be covered under this policy (for members added from time to time). The Insurer shall not be liable for payment of any benefits in respect of a member for whom such a declaration has not been given.

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

If at a future date, the age is found to be different from the age declared, without prejudice to the Insurer's other rights and remedies including those under the Insurance Act, 1938, and any other laws then prevailing, the Insurer will have the right to recover /refund the difference in premium as the case may be for the concerned the member during settlement of his/her claim.

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.
The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

The Policyholder must pay in advance a single premium/first installment of regular premium for a member, before cover can commence for that member. This premium shall be calculated at such premium rates indicated in the Schedule or such revised rates as notified by the Insurer to the Policyholder from time to time in writing.

A grace period of 30 days from the due date of payment will be allowed in case of annual, quarterly or half-yearly premium payment modes. And in case of monthly premium payment mode a grace period of 15 days from the due date of payment will be allowed.

The Insurer is not liable for any claim unless the premiums in respect of such concerned member have been paid and realized, and the Policy is in force.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

3. Surrender

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

- Loan cancelled from inception (where the loan granted is not availed by the customer due to change in circumstances that makes the loan no longer required, or where the client was pressurized into buying insurance and chooses to cancel it)
- Voluntary surrender of insurance cover by the Insured Member.

Surrender Value in case of surrender after the free look period* would be:

In case of Single premiums:

Surrender Value = 75% × Single premium
× (Outstanding Cover Term^/Cover Term^)
× (Outstanding Cover Amount^/Total Cover Amount^)

In case of Regular premiums,

No Surrender value is available.

Amount received in case of cancellation within the free look period* would be:

In case of Single premiums:

Free look cancellation Amount= Single premium × (Outstanding Cover Term^/Cover Term^) × (Outstanding Cover Amount^/Total Cover Amount^) - Stamp duty and Medical expenses, if any

In case of Regular premiums,

Free look cancellation Amount = Regular premium× (Term to next Premium Payment/Term between Premium Payments) × (Outstanding Cover Amount^/Total Cover Amount^)- Stamp duty and Medical expenses, if any

Where "Term to next premium payment" means the number of days until the Member is due to pay another premium; and "Term between premium payments" means the number of days between scheduled premium

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

payments.

^As per the Cover Schedule issued by the Insurer.

These policies acquire no paid-up values or loan values.

* The free look period allows for the member to cancel the cover from inception. This must be notified to the Policyholder/Insurer within 30 days of the member receiving the COI.

NOTE:

1. The outstanding and total amounts above are as per the original Cover schedule at the time of surrender or repayment, and not the actual Loan amounts.
2. In case of Surrender of the Policy by the Policyholder or foreclosure of loan by the Member or transfer of loan to another company by the Members, the cover shall continue till the end of the contracted term, unless expressly surrendered by the Member.

4. Lapse

In case the Premiums are not paid within the grace period as mentioned in clause 2 above, the cover for the Member will cease from the due date of the first unpaid premium.

The Member cover can be revived by making an application within two years from the date of the first unpaid premium and before the cease date of the Member cover. (Refer clause 5 for revival terms).

In case the Member cover is not revived within the aforesaid period, the same shall stand terminated.

5. Revival

The Member cover can be revived by making an application within two years from the date of the first unpaid premium and before the cease date of the Member cover as per the following conditions:

- Revival within 6 months :

  The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).

- Revival after 6 months :

  The Member may revive the cover after 6 months, from the due date of the first unpaid premium by furnishing satisfactory evidence of health as required by the Insurer and payment of outstanding premiums together with interest (currently) at 9% p.a.

The revival of the Member cover may be on terms different from those applicable when the Member cover lapsed but based on prevailing (current) Insurer underwriting norms and with original premium rates.

The revival will take effect only after the Insurer communicates its decision to the Policyholder.

The Member cover can be revived subject to prevailing option revival conditions and underwriting guidelines.

6. Cover

The Cover for each member is subject to the following:

- Cover shall commence from the date of receipt of premium or fulfilment of underwriting requirements whichever is later.
- Cover shall commence from the contract date of loan by the Member (date of loan agreement), as stated in the Member data submitted by the Policyholder, for non-medical cases.
- For underwritten cases, cover will commence on the acceptance of risk by the Insurer post completion of Medical requirements. For administrative convenience the date of commencement of loan would be from the contract date of loan, not being more than 1 month. Minimum Cover equal to Non Medical Limit (NML) would be provided to each member of the Policy.
- On the basis of the disclosures made by the Member in the underwriting requirements, the Insurer may at its discretion can call for additional information, decline cover or accept with/without health loadings on premiums or any other terms and conditions.
- Cover shall be restricted to the amount described under the Section of this Policy Contract, titled Benefits Payable;
- Cover shall be declined as a result of failure to provide satisfactory Evidence of Good Health* as required under this policy.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

***Evidence of Good Health includes a duly completed Membership Form cum Declaration of Good Health (DOGH) in the Insurer's format or the Medical report for the medical examination undergone as per Annexure MU.**

7. 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]

In case of fraud or misrepresentation by the Member, the COI shall be cancelled immediately by paying the surrender value, subject to the fraud or misrepresentation being established by the insurer in accordance with section 45 of the Insurance Act, 1938.

8. Incontestability

Any dispute arising under this Policy shall be dealt in accordance with the applicable laws in India.

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

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].
The Policyholder shall obtain from the Members and submit the nominee(s) details to the Insurer along with the Member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. 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 Member.

By registering the nomination or change in nomination, the Insurer does not express any opinion upon the validity nor accepts any responsibility on the nomination.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

11. Policyholder Covenants

The Policyholder agrees to apply its prescribed norms and procedures for assessing the cover applications and apply its stipulated credit recovery procedures thereon, regardless of whether or not cover is sought on the lives of its borrowers. The Insurer reserves with it the right to call for the guidelines of the Policyholder's credit criteria at any time, and the Policyholder shall supply the same to the Insurer within the time limits if any specified therein. The Policyholder (or any of its affiliated organization / entity) in its capacity as Group Organizer / Group Manager, with whatsoever nomenclature may be, is prohibited from collecting any amount other than the insurance premium payable to the Insurers with regard to the underlying Group Insurance..

The Policyholder shall collect the duly valid and complete Membership Form cum Declaration of Good Health (Evidence of Good Health) along with such other documents as it may require for the purpose of the insurance cover given to the member. The Policyholder shall preserve and maintain it as an integral part of such documentation. The Policyholder shall allow the officers of the Insurer (including representatives authorized in writing by the Insurer), to inspect and make copies of all/any relevant records for the purposes of this Policy, at reasonable hours on any day.

In accordance to the IRDA circular ref 015/IRDA/Life/Circular/GI Guidelines/2005 dated July 14, 2005, the Policyholder shall obtain a Certificate of compliance from the Auditor of the group or the Manager of the group on every anniversary date of the Policy and submit the same to the Insurer at its request. Renewal of such Policy / cover will be subject to such submission of Certificate of compliance by the Policyholder to the Insurer. OR Alternatively, The Insurer shall conduct the inspection of the books and records of the Policyholder to assess whether they are complying with the relevant IRDA guidelines.

Further, where a part of death benefit is paid to the Policyholder towards settlement of loan outstanding, the Policyholder agrees that the Insurer shall have the right to audit or to cause an audit into the accuracy of the Credit Account Statement, in accordance with the Guidelines/ Circulars/ Instructions issued by IRDAI from time-to-time. For the purpose of this clause, Credit Account Statement shall contain the following details:

a) Name of the Policyholder
b) Policy No.
c) Name of the Member
d) Date of Commencement of Risk
e) Sum Assured for the Member

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

f) Original Amount of Loan
g) Recoveries made by the Policyholder towards the loan
h) Outstanding Loan Balance as on the date of contingent event.
i) Balance Claim Amount

In terms of **Regulation 11 (2) of IRDA (Policyholders' Interests) Regulations, 2002**, the Policyholder shall assist the Insurer, if the Insurer so requires, in the prosecution of a proceeding or in the matter of recovery of claims which the Insurer has against the third parties.

It shall be the duty of the Policyholder to intimate the Insurer with necessary details on the exclusion of the member and it shall indemnify the Insurer for all charges and damages incurred due to payment made to ineligible member.

The Insurer may initiate suitable action against the Policyholder for wrong or incorrect data submitted by them without prejudices to the rights of the Members.

If the Policyholder fails to remit the premiums to the insurer in a timely manner then suitable action will be initiated.

12. Death due to suicide

In the event of the Member committing suicide within one year of the date of commencement of cover of that Member, 80% of the premiums paid as mentioned in the Certificate of Insurance for that Member will be payable to the Beneficiary.

13. Discontinuance

This policy may be discontinued for new entrants at the option of the Insurer or the Policyholder by giving the other party at least one month's prior notice in writing. It is clarified that, in case of single premium payment mode the cover for the existing members will continue even after the discontinuance of the policy. However, for regular premium payment mode the cover for the existing members will continue only for the period for which the premiums have been paid. Thereafter, the cover will continue subject to the payment of future premiums as per the premium rate table.

14. Termination of Cover

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

a. the date the person ceases to be a member as hereinbefore defined,

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

b. the date on which any one of the option benefit, except temporary benefits, under any one of the options are paid.
c. the date of discontinuance of this Policy. However, the cover will continue as entailed in clause 12 above.
d. the date on which the member institution discontinues payment of regular premiums.
e. the date on which the premium for that member ceases,
f. the member attaining the age limit as mentioned in the synopsis provided by the Insurer.
g. the date on which the member surrenders the insurance cover

15. Member Data

The Policyholder must provide the soft copy of the up-to-date Member Data to the Insurer on or before the < > to enable the Insurer to update its records and calculate premium. Hard copies of the Member Data will not be accepted if the same are not accompanied along with the soft copy of the data. A grace period of 7 days will be allowed for providing the Member data to the Insurer. The Insurer shall not be liable for any claim except as provided for in this Policy document and for only those members whose member data has been provided by the Policyholder to the Insurer. If there is a discrepancy between the soft copy and hard copy of the member data submitted by the Policyholder then in such circumstance the soft copy will be final and will prevail over the hard copy of the member data.

As mentioned above, the Policyholder shall submit the Member Data by the < >, however, claim in respect of a member for whom the Member Data is in the process of so being submitted, shall be submitted by the Policyholder to the Insurer and such a claim shall be considered and settled subject to terms and conditions as provided herein. The Policyholder shall arrange to furnish such documents/information as may be required by the Insurer in this regard.

16. 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

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

the Insurer from time to time.

17. Notice

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

Group Operations
Kotak Mahindra Old Mutual Life Insurance Limited
Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
Goregaon Mulund Link Road, Malad East, Mumbai 400097

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 only:-

---

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the benefit will be paid to the Beneficiary in India.
The claim amount under the policy will be the Sum Assured as mentioned in the Cover Schedule, assuming all payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer 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 insured/claimant.

The primary documents normally required for processing claims are:

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

- Intimation of the claim event in writing in the Insurer's format signed by the authorised representative of the Policyholder. This intimation shall include the following:
  - name and other particulars of the concerned member
  - a statement that the claim event has occurred
  - date of claim event
  - place where the claim event occurred (i.e. residence/ hospital etc.) and the full postal address of such place
  - cause of claim event

  It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.
- Proof of age of the Member (refer Annexure "Age Proof" for details)
- Original Certificate of Insurance (COI)
- Original Membership Form cum Declaration of Good Health (DOGH)
- Last attending doctor's certificate stating the exact cause of claim event.
- Medical certificate certifying, in clear terms the exact cause and status of illness or disability from competent doctors for illness / disability claims.
- In case of a death claim **:**
  i. Original death certificate issued by the Municipal or other Competent Authority
  ii. Occurring in a hospital, all case history papers from admission till death should be submitted.
  iii. If the death is due to an accident or any other unnatural cause, the Insurer shall require
  iv. A certified copy of the FIR filed with the Police authorities
  v. A certified copy of the Post Mortem Report/Autopsy Report
  vi. A certified copy of the Driving License if death occurred while driving.

- Particulars of Beneficiary(ies), if any, in writing in the Insurer's format signed by the authorised representative of the Policyholder.
- Proof of identity of the beneficiary, if claim is payable to the beneficiary.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

All claims shall be subject to the provisions of this policy document, such other requirements as stipulated by the Insurer and the legal title of the claimant, satisfactory to the Insurer.

The Insurer reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim.

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

A discharge or receipt by the Beneficiary shall be a good, valid and sufficient discharge to the Insurer in respect of any payment to be made by the Insurer hereunder.

19. Free look Provision

In case the Policyholder is not agreeable to any of the provisions stated in the policy, then there is an option of returning the policy stating the reasons thereof within 15 days from the date of the receipt of the policy. The cancellation request should be submitted to the nearest Kotak Life Insurance Branch or sent directly to the Insurer's Head Office. On receipt of the letter along with the original policy document the Insurer shall arrange to refund the premium paid after deducting the stamp duty. 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.

In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance 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 Certificate of Insurance.

20. Amendment

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

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

21. Force Majeure

If Insurer performance or any of Insurer 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 Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval by IRDA. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

As per the provisions contained in the IRDA circular ref 015/IRDA/Life/Circular/GI Guidelines/2005 dated July 14, 2005, Certificate Of Insurance /Cover Schedule are issued for group members in respect of non-employer employee groups.

III. Annexures

Annexure (MD): Member Data

Field Description
Customer Full Name :
Customer ID:
Certificate No. :
Location:
Plan Option:
Issuance Status of COI:
Branch Name:
Branch Code:
Agreement Date:
Customer Type (industry):
Gender:
Date Of Birth:
Risk Commencement Date:
Cover Amt
Premium Payment Term
Premium Payment Mode
Tenure in Years

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Premium amount (excluding Goods and Services Tax and cess)
Goods and Services Tax and cess
Premium with Goods and Services Tax and cess
Confirmation for underwriting status (MQ/DOGH)
Remarks
Address of the customer (to be provided as Address 1, Address 2….. in excel file)
Pincode

All the above member details are mandatory. The Insurer shall not accept data received from the Policyholder without the above details

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

Annexure (MU):-

Medical Underwriting Limits:

DOGH: Membership Form cum Declaration of Good Health
MQ: Medical Questionnaire

Note: Every proposed entrant must complete underwriting requirement as per above. On the basis of the disclosures made herewith, the Insurer may either call for additional information, decline cover or accept with/without health loadings on premiums or any other terms.

Annexure (Age Proof) for 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 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.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

- 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: Premium Rate Table

Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk

Kotak Mahindra Old Mutual Life Insurance Co. Ltd.

Kotak Towers, 7th Floor, Zone IV,

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

Goregaon Mulund Link Road, Malad East,

Mumbai 400097

Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,

Kotak Towers, 7th Floor, Zone IV,

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

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Goregaon Mulund Link Road, Malad East, Mumbai 400097

Contact No: 1800 209 8800

Email ID: kli.grievance@kotak.com

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

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

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

List of Insurance Ombudsman

Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, **AHMEDABAD-380 014.** Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar,Opp. Airtel, Near New Market, **BHOPAL(M.P.)-462 003.** Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
Office of the Insurance Ombudsman, 62, Forest Park, **BHUBANESHWAR-751 009.** Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, **CHANDIGARH-160 017.** Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, **CHENNAI-600 018.** Tel.:- 044-24333668 /24335284 Fax : 044-24333664	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, **NEW DELHI-110 002.** Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

Email: bimalokpal.chennai@gbic.co.in	
Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, **GUWAHATI-781 001 (ASSAM).** Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, **HYDERABAD-500 004.** Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, KOLKATA-700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in	OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

	Fax : 022-26106949 Email- inscoun@gbic.co.in

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

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

The complaint to the Ombudsman can be made

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

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) Ordinance dtd 26.12.2014. 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.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

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) Ordinance, 2014 (i.e 26.12.2014).

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Ordinance) 2014, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer : This is not a comprehensive list of amendments of Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to the relevant 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) Ordinance dtd 26.12.2014 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.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

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.

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50

[Disclaimer : This is not a comprehensive list of amendments of Insurance Act, 1938 and only a simplified version prepared for general information. Policy Holders are advised to refer to the relevant Gazette Notification for complete and accurate details.]

CIN: U66030MH2000PLC128503
REGISTERED OFFICE: 2nd Floor, Plot # C- 12, G- Block, BKC, Bandra (E), Mumbai- 400 051, **WEBSITE:** http://insurance.kotak.com **EMAIL:** clientservicedesk@kotak.com, **TOLL FREE NO.:** 18002098800, **FAX NO.:** +91 22 67425649 / 50