

Kotak Term Group Plan
(UIN-107N007V05)

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) “Annual 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 subsequent year.
- d) “Beneficiary” means the nominee specified by the Employee/Member as the Beneficiary under this Policy. Provided that, subject to the applicable laws, if the Member, being a borrower of the Policyholder, 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) “Certificate of Insurance” means the certificate issued to Member to confirm his/her coverage opted under the Voluntary Life Cover option.
- f) “Date of Issue” is the date as mentioned in Schedule
- g) “Date of Commencement” shall mean:
 - 1) At the time of issuance of the Policy will be the date of acceptance of proposal/risk subject to receipt of employee/Member data* and premium for the employee/Member
 - 2) For new joinees entering the scheme during the term of the Policy, the date of receipt of employees/Member data* and premium for the employee/Member
- h) “Declaration of Good Health” means declaration provided by the Member regarding his medical condition at the time inception of the cover.
- i) “Free cover Limit” means the amount of cover granted on the life of the employee/Member without undergoing any medical examination/underwriting.
- j) “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.

- k) “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.
- l) “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;
- m) “Lapsed Policy” means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.
- n) “Life Insured” includes the Member as defined below and dependents covered under his policy.
- o) “Member

<<Employer Employee Groups:

A Member means a person

- is resident in India or a citizen of India;
- with respect to whom the Policyholder is a employer or principal employer under the relevant laws.
- falls within the age range* indicated by the Company for this policy
- who is included in the Member data submitted by the Policyholder; and
- in respect of whom the premiums have been received by the Company.

As the participation mode is compulsory, all eligible existing and future employees of the policyholder shall become members under the Terms and Conditions of this contract.

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<<For Non Employer –Employee Groups:

A member means a person:

- Who is resident in India or a citizen of India;
- who is in good health and being eligible to complete the Declaration of Good Health (Evidence of Good Health), in the Insurer’s format, has duly completed and submitted the same to the Policyholder or has undergone medical/financial underwriting, and the Insurer has agreed to provide cover to him/her on the basis of the medical examination results and such other evaluation as the Insurer, may deem fit; and
- who falls within the age range** indicated by the Insurer for this Policy
- who is included in the Member data submitted by the Policyholder
- in respect of whom the premiums have been received by the Insurer and
- in respect of whom cover has not been declined by the Insurer. >>

- p) “Policy Term” is the period as mentioned in Schedule.
- q) “Policyholder/Master Policyholder” means any company, firm or body corporate incorporated under any relevant law in force in India and has its registered office and other offices located in India.
- r) “Renewal Date” refers to the date on which the policy will get renewed every year and as stated in the Schedule
- s) “Retirement Date” means the date on which the Employee attains the age of retirement as stipulated by the Policyholder.
- t) “Rules of the Scheme” means the rules framed by the Policyholder for the Scheme and approved by the Insurer from time to time, governing the grant of benefits to the employees/Members of the scheme.

DETAILS OF THE MEMBERS IN THE GROUP

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

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

Maximum age at entry of the Member: <<>> years or 74 years, whichever is earlier

Maximum ceasing age*** of the Member: <<>> years (or 75 years, whichever is earlier)

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

BENEFITS PAYABLE

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

A. Benefit payable on death of the Member:

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

B. Benefits payable on accidental death of the Member:

Benefits Description	Benefit Structure	Category(ies) Eligible	Designation
Accidental Death Benefit (*)			

C. Benefits payable on disability of the Member:

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

D. Benefits payable on dismemberment of the Member:

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

E. Benefits payable on the Member suffering from a critical illness:

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

F. Benefits payable on the death of the Member's spouse (a):

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

G. Benefits payable on the death of any of the Member's children (b):

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

H. Benefit payable on Accidental death/Accidental disability/Accidental dismemberment of the Member:

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

H. Benefit payable on Terminal Illness of the Member:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premium for the Voluntary Life Cover (VLC) & Voluntary Life Cover for Spouse (VLCS) benefit will be paid by the Members themselves, which will be routed through the Policyholder.

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

NOMINATION

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].

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

The Policyholder shall ensure that nomination details for all the Members covered under the Contract are obtained, and that the requisite nominations are available/ updated in their records at any point in time. The said details shall be maintained by the Policyholder and will be updated on a regular basis in case of any revisions. The Policyholder shall provide the necessary information and documents to 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 made by the 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.

PREMIUMS PAYABLE

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

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

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

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

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

Special Conditions, if any:

DEPOSIT AS PER SECTION 64VB:

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

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

Authorised Signatory

I. TERMS & CONDITIONS

1. Proof of Age

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

For a person to be covered under this policy he/she must fall within the age range herein mentioned. 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 balance premium for the concerned Member/Life Insured before settling his/her claim.

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/Member shall pay premiums for each Member/themselves according to the mode specified in the agreement. The premium for each individual Member would vary depending on the benefit for which they are covered. If a Member is covered for a part of the year, pro-rata premiums will be charged.

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

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

3. <<Active Employment

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

A person is considered “actively at work” if they are physically able to perform in the usual way all regular duties of their work on the day of policy commencement. If a person is not “actively at work” at policy commencement, he/she will be accepted into the scheme after signing a declaration of good health in the Insurer’s format. This clause does not apply for existing Members covered under the existing group life insurance policy being renewed or transferred, if any.>>

4. Cover

The cover for each Member is subject to the following:

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

documents or decline the cover or accept the cover with/without health loadings on premiums or on any other terms.

- Where any underwriting is applicable to Members, they will be covered only once the risk has been accepted by the Insurer.
- No increase in cover of any Member under this policy will take effect unless the Insurer has accepted such increase, in response to a request made by the Policyholder in writing and premiums on such increase have been paid as specified herein.
- Where applicable, Voluntary Life Cover (VLC) should not exceed two times Basic Life Cover (BLC). Voluntary Life Cover for Spouse (VLCS) should not exceed one times Basic Life Cover (BLC). Further, Basic Life Cover (BLC) along with Voluntary Life Cover (VLC) should not exceed fifteen times Annual CTC of the Member.
- Where applicable, the level of VLC & VLCS cover opted for by each Member should be notified to the Company within <<30 days>> of commencement of the policy or date of joining of the Member, whichever is later.

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

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

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

5. Lien

No claim arising from the death of a Member due to any cause other than an Accident shall be payable where such death occurs within Forty Five (45) days from the date of his/her commencement of cover as herein stated unless the Member has duly filled in the medical questionnaire and undergone medical tests as required by the Insurer. A Member will be said to have died due to an accident where the Member dies as a result (solely, directly and independently of all other causes of death) of sustaining any bodily injury, directly and solely from an accident, which has been caused by outward, violent and visible means. For the Insurer to consider the claim arising out of a Member's death within Forty Five (45) days from the date of his/her commencement of cover, the Policyholder must produce proof to the complete satisfaction of the Insurer that the Member's death is on account of an accident, and submit requisite supporting documents as herein stated. The Insurer shall decide whether a claim is due to an "Accident" as aforesaid, based, inter alia, on the information/documents/material at its disposal and the decision of the Insurer in this regard shall be final and conclusive.>>

6. Loans

Loans are not available under the policy.

7. Underwriting requirements:

The cover under the Policy shall be subject to the Board approved underwriting principles.

8. Revival of Lapsed Policy

When the premium is not paid within the grace period, as mentioned in Clause 2 above, the policy together with all other benefits shall lapse from the due date of the first unpaid premium. The date of lapse shall be the due date of the earliest unpaid premium. However, the Policyholder can revive the lapsed policy as per the following conditions:

- Revival within 6 months :

The Policyholder may revive the policy within 6 months, from the due date of the first unpaid premium without payment of outstanding premiums within the Policy term of 1 year. However, no claims arising during the lapsed period will be paid.

- Revival after 6 months :

The Policyholder may revive the policy after 6 months, from the due date of the first unpaid premium by furnishing satisfactory evidence of health as required by the Insurer within the policy term of 1 year. However, no claims arising during the lapsed period will be paid.

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

9. Surrender

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

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

The Surrender value will be calculated as follows:

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

2. Where the policyholder wishes to surrender the base plan:

The Surrender value will be calculated as follows:

In case of Compulsory Cover:

Surrender Value = Unexpired Risk Premium # – Max (Claims* – Expired Risk Premium, 0) + Brokerage Recovered.

In case of Voluntary Cover:

Surrender Value = Unexpired Risk Premium #

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

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

10. Death Due to Suicide

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

11. 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]

12. Incontestability

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

13. Renewal

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

14. Material Increase in number of Members

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

15. Discontinuance

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

16. Termination of Cover

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

- a) the date that the Member ceases to be a Member under this policy, or
- b) <<the normal retirement date, as per the service rules (if any) of the employer, even where that Member continues working after normal retirement date, or>>
- c) the Member attaining the age of <<75>> years, or
- d) the date on which the premium for that Member ceases, and
- e) the date of discontinuance of this Policy.

17. Member Data

The Policyholder must provide up to date Member Data as stated in Annexure MD to the Insurer on or before the <<1st>> of every month to enable the Insurer to update its records and calculate premium. <<This must also contain any relevant data pertinent to the spouse and child(ren) of the Member (if the Family Benefit has been opted for)>> A grace period of 7 days will be allowed for providing the Member Data to the Insurer. Cover for a Member will commence only after the Insurer has received the Member Data in respect of that Member. The Insurer shall not be liable for any claim except as provided for in this document and for only those persons disclosed in the latest relevant Member Data and within the limits herein mentioned.

18. 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.

19. 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

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

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

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

<<.....>>

.....
.....

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

20. Claim

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

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

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

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

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

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

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

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

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

21. Free look Provision

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

Note: This policy will not be sold through distance marketing channel.

22. Amendment

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

23. Force Majeure

If the Insurer's performance or any of the Insurer's 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 the Insurer's anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure, subject to approval from IRDA.

24. Non Disclosure of Policyholder Information

The policyholder shall follow the Process as defined in the Annexure – "Process for Data Security", for sharing data with the insurer. Process defined for data sharing elaborates and explains about the flow of data and necessary controls put in place to avoid any data leakage.

In case of any failure on part of the policyholder to comply or adhere to the defined process, the insurer will not be liable to adhere to terms & conditions mentioned in the Non Disclosure Agreement. Further, any breach or violation on the part of the policy holder, shall absolve the Insurer/Company from all liabilities as envisaged under the Non Disclosure Agreement dated

Annexure

1. Query/Complaint Resolution

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

**Customer Care,
Kotak Mahindra old Mutual Life Insurance Ltd,
Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
Goregaon Mulund Link Road, Malad East, Mumbai 400097
Toll Free: 1800 209 8800**

Email ID: clientservicedesk@kotak.com

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

**The Grievance Redressal Officer,
Kotak Mahindra old Mutual Life Insurance Ltd,
Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
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

<p>AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>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@gbic.co.in</p>
<p>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@gbic.co.in</p>	<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>
<p>CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>	<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in</p>	<p>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@gbic.co.in</p>
<p>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@gbic.co.in</p>	<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in</p>
<p>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@gbic.co.in</p>	<p>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@gbic.co.in</p>

<p>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@gbic.co.in</p>	<p>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@gbic.co.in</p>
<p>NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@gbic.co.in</p>	<p>PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in</p>
<p>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@gbic.co.in</p>	<p>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@gbic.co.in</p>

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

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

5. The complaint to the Ombudsman can be made

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the 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.
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).
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.

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 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.]