

Kotak Raksha Group Micro Insurance Plan
(UIN - 107N101V01)

DEFINITIONS

- a) **“Act”**: means Insurance Act, 1938, as amended from time to time.
- b) **“Age”**: means the age of the Member on his/her last birthday (as per the English calendar).
- c) **“Assignee”**: Means the person to whom the Policy is assigned and the notice of which is endorsed on the Policy by the Insurer.
- d) **“Beneficiary”**: Means the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be.
- e) **“Board”**: Means the board of directors of the Insurer.
- f) **“Certificate of Insurance” or “COI”**: means: the certificate issued to the Member to confirm his/her coverage under the Policy.
- g) **“Date of Commencement of Policy”**: means the date mentioned in the Schedule as Date of Commencement of Policy.
- h) **“Date of Commencement of Risk/Cover”**: means the date mentioned as Date of Commencement of Risk/Cover in the Certificate of Insurance issued to the concerned Member.
- i) **“Date of Inception of Risk/Cover”**: means the date mentioned as Date of Commencement of Risk/Cover in the Certificate of Insurance issued to the concerned Member.
- j) **“Declaration of Good Health” or “DOGH”**: Means declaration provided by the Member regarding his medical condition at the time inception of the cover in the format prescribed by the Insurer commonly known as Membership Form- cum-Declaration of Good Health
- k) **“Grace Period”**: Means the time granted by the Insurer i.e. 30 days from the due date for the payment of Premium for yearly, half-yearly and quarterly mode and 15 days for monthly mode without levy of any interest or penalty during which time the cover is considered to be in-force without any interruption as per the terms of the Policy. Grace Period is not applicable to

Single Premium cover. For policies having One Year Renewable Term with annual mode, Grace Period will not be applicable.

- l) **“Group”**: Means a group of Members who assemble together with a purpose of engaging in a common 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.
- m) **“IRDAI”**: Means the Insurance Regulatory and Development Authority of India;
- n) **“Lapse”**: Means a suspension of insurance cover for a Member for non-payment of Premiums where Premium is not paid within Grace Period. Such suspension shall be deemed effective from the date of the first unpaid Premium.
- o) **“Life Insured”**: means the Member as defined below.
- p) **“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), if applicable, in the Insurer’s format, and who has duly completed and submitted the same to the Policyholder and the Insurer has agreed to provide cover to him/her on the basis of any 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 the format as prescribed in Annexure 1
 - 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.

Minimum Age at entry of the Member: 18 years

Maximum Age at entry of the Member: 65 years

Maximum Age at Maturity of the Member: Regular Premium: 70 years

Single Premium: 67 years

One Year Renewable Term (OYRT): 66 years

The Policyholder shall always inform the Insurer in writing about the termination of such Member within 30 (Thirty) days from the date such Member ceases to be a Member.

- q) **“Non-Medical Limit”**: Not applicable for this plan.
- r) **“Policy”**: shall mean the contract of insurance entered into between the Policyholder and the insurer as evidenced by the Policy Document.
- s) **“Policy Document”**: Shall mean this agreement, any supplementary contracts or endorsements therein, whenever executed, any amendments thereto agreed to and signed by the Insurer and the individual enrollment forms, if any, of the insured Members, which together constitute the entire contract between the parties.
- t) **“Outstanding Loan Amount”**: Means the loan amount calculated as per the Loan Cover schedule mentioned in the COI at issuance for reducing cover option.
- u) **“Revival”**: Means reinstatement of the lapsed benefits of the Cover in accordance with the provisions of the COI. Revival may be of the following two types and the same may be made by a Member within the timelines indicated below:
 - a. ‘Minor Revival’: means revival made within six months from the due date of the first unpaid Premium causing the insurance cover to Lapse; and
 - b. Major Revival’: means revival made after six months but within two years from the due date of the first unpaid Premium causing the insurance cover to Lapse.
- v) **“Sum Assured”**: Means the cover amount chosen by the Member and as specified in the Schedule.
- w) **“Surrender”**: Means the termination of the Policy/Cover by the Policyholder/Member before expiry of Policy/Cover Term, in accordance with the provisions of the Policy Document/COI.
- x) Words importing the masculine gender shall include the feminine gender and vice versa.
- y) Words in the singular shall include the plural and vice versa

PART C

1. BENEFITS PAYABLE:

Benefits under the Policy shall be payable to the Beneficiary as follows, depending upon the Plan option chosen:

A. Benefits available under Level Cover:

- i. **Death Benefit:** Upon death of the Member during the Cover Term while the cover for the concerned Member is in force, Sum Assured shall be payable. This benefit shall be payable in lump sum and the cover shall cease.
- ii. **Maturity Benefit:** No benefits under the Policy are available on maturity of cover.

B. Benefits available under Reducing Cover:

- i. **Death Benefit:** Upon death of the Member during the Cover Term while the cover for the concerned Member is in force, Outstanding Loan Amount as on the date of death of the Member shall be payable. This benefit shall be payable in lump sum and the cover shall cease. The Death Benefit shall not be affected by the actual loan outstanding on the date of death of the Member and the same shall be determined in accordance with the loan Cover schedule as mentioned in the COI.
- ii. **Maturity Benefit:** No benefits under the Policy are available on maturity of the Policy.

C. In case of joint life, the Death Benefit under the Policy shall be payable on the first death of the two lives covered and the Cover under the Policy shall stand terminated.

D. In case of death of the Member during the Grace Period, the unpaid due Premium shall be deducted from the death benefit payable.

E. Payment of Death Benefit to Policyholder:

If the Policyholder is 1) Reserve Bank of India (RBI) regulated Scheduled Banks (including Cooperative Banks) 2) NBFCs having Certificate of Registration from RBI or 3) National Housing Bank (NHB) Regulated Housing Finance Company,

the payment of death benefit may be made to the Policyholder, to the extent of loan outstanding as on the date of contingent event, and subject to the conditions laid down by IRDAI under the Circular IRDA/LIFE/CIR/GDL/285/12/2014, dated 29.12.2014, and various other applicable Regulations/ Guidelines/ Circulars or instructions issued from time-to-time. In other cases, the Death Benefit shall be payable to the Beneficiary.

F. Rider Benefits:

No riders are available under the Policy.

2. PREMIUMS PAYABLE

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

The Policyholder/ Member is liable to pay service tax, cess and other statutory levies, if any, and as applicable from time to time, on the premiums payable. The premiums payable are calculated based on the Premium rates, and are subject to service 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.

The Policyholder/ Member 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 COI or such revised rates as notified by the Insurer to the Policyholder from time to time in writing. Grace Period as applicable will be allowed.

The Insurer is liable for any claim if the Premiums in respect of the concerned Member is received by the Insurer/Policyholder, subject to the Member proving that he has paid the Premium and has secured a proper receipt that he was duly insured.

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

Frequency	Modal Factors
Yearly	100%

Half-Yearly	51% of yearly Premium
Quarterly	26% of yearly Premium
Monthly	8.5% of yearly Premium

Special Conditions, if any:

< as applicable >

- i. 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.
- ii. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all Members.

3. LAPSE:

The cover for Member will lapse if the Premiums are not received by the Insurer/Policyholder within the Grace Period. Single Premium Cover and Cover under OYRT with annual mode of Premium payment shall not lapse.

The lapsed cover of the Member can be revived by making an application within two years from the date of the first unpaid premium and before the Date of Maturity of Cover as per the clause on 'Revival' mentioned below.

In case the lapsed cover is not revived as per the Revival provisions, the same shall stand terminated.

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

Authorised Signatory

PART D

1. Revival:

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

i. Minor Revival:

The Member may exercise Minor Revival without proof of good health and payment of outstanding premiums together with interest (9% p.a. on the due premium). The said rate may be revised from time to time with prior approval from IRDAI.

ii. Major Revival

The Member may exercise Major Revival by furnishing satisfactory evidence of health as required.

The arrears of premiums together with interest (9% p.a. on the due premium) may be charged. The said rate may be revised from time to time with prior approval from IRDAI.

iii. For OYRT with non-Annual mode policies:

The Member may exercise Minor Revival without proof of good health and payment of outstanding premiums together with interest (9% p.a. on the due premium). The said rate may be revised from time to time with prior approval from IRDAI.

iv. The revival of the Cover may be on terms different from those applicable when the cover lapsed, based on Board Approved Underwriting Policy (BAUP).

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

vi. Revival is not applicable for single premium payment mode and OYRT with annual premium payment mode.

2. Surrender :

- i. Regular premium policies and OYRT policies shall not acquire any surrender value.
- ii. Only single premium policies shall acquire surrender value upon payment of Premium. The surrender value shall be payable as a lump sum. In case the Policyholder surrenders the Policy, the Members shall be given the option to continue their cover till the end of their respective Cover Term.
- iii. Members who do not opt to continue with their cover, the Surrender value shall be payable to them.
- iv. For the Cover surrendered during Free Look period, no surrender value shall be payable and only Premium shall be refunded after adjustment of proportionate risk Premium for the period of cover, stamp duty paid and medical cost incurred, if any.
- v. For the Cover surrendered after the Free Look period, the guaranteed surrender value shall be calculated as mentioned below:
 - a) Level Cover Option:
$$\text{Guaranteed Surrender Value} = 75\% \times \text{total Premium paid to date} \times \left(\frac{\text{Cover Term} - 1}{\text{Cover Term}} \right) \times \left(\frac{\text{Outstanding Cover Term}}{\text{Cover Term}} \right)$$
 - b) Reducing Cover Option:
$$\text{Guaranteed Surrender Value} = 75\% \times \text{total Premium paid to date} \times \left(\frac{\text{Cover Term} - 1}{\text{Cover Term}} \right) \times \left(\frac{\text{Outstanding Cover Term}}{\text{Cover Term}} \right) \times \left(\frac{\text{Outstanding Loan Amount as on date of surrender}}{\text{initial loan amount}} \right)$$
- vi. Upon Surrender, no benefits shall be available under the Policy and the cover shall stand terminated.

3. Paid-Up Value:

The Policy does not acquire any Paid-Up Value.

4. Loans:

Loans are not available under the Policy.

5. Cover:

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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

The cover for each member shall be subject to the conditions mentioned in this Policy Document and the Certificate of Insurance issued to the concerned Member.

6. Policyholder Covenants

The Policyholder shall collect the valid and complete DOGH, if applicable, 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.

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 may conduct the inspection of the books and records of the Policyholder to assess whether they are complying with the relevant IRDAI guidelines.

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 any suitable action against the Policyholder for incomplete or incorrect data submitted by them without prejudice to the rights of the Members.

The Policyholder acknowledges and agrees that if the Policyholder fails to remit the premiums to the insurer in a timely manner, the Insurer shall not be liable in any manner with respect to the affected cover.

7. 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 Members shall be given the option to continue their cover till the end of their respective Cover Term subject to the payment of due Premiums..

8. Member Data


The Policyholder must provide the soft copy of the up-to-date Member Data to the Insurer on or before such date of every month as agreed between the Policyholder and the Insurer 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 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 such agreed date, 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.

9. Free Look Period:

In case the Policyholder/Member is not agreeable to any of the provisions stated in the Policy, then there is an option of returning the Policy/COI, stating the reasons thereof within 15 days from the date of the receipt of the Policy/COI. The cancellation request should be submitted to nearest Branch of the Insurer or sent directly to the Insurer's Head Office. On receipt of letter along with the original policy document/COI, the Insurer shall refund the Premium paid after deducting the proportionate risk premium, medical charges (if any) and stamp



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duty. A Policy/COI once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be submitted for a new policy.

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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

PART E
NOT APPLICABLE

PART F

1. Suicide Exclusion:

- ~~i. If the Member commits suicide within one year from the Date of Commencement of Risk/Cover, no death benefit under the Policy shall be payable. However, in such cases 80% of the total Premiums paid by the Member (including extra premium paid, if any) shall be payable to the Beneficiary.~~
- ~~ii. In case of Minor Revival done after one year from Date of Commencement of Risk/Cover, Suicide Exclusion shall not be applicable and the Death Benefit under the cover shall be payable.~~
- ~~iii. In case of the Member committing suicide within 1 year of the date of Major Revival, done after one year from the Date of Commencement of Risk/Cover, the benefit payable to the Beneficiary shall be higher of 80% of total Premiums* Paid or Surrender Value (if any) at the date of claim. In such cases, no death benefit under the cover shall be payable.
*includes extra Premiums, if any~~

1. OYRT policies:

In case of death of Member due to suicide, within first 12 months from the Date of Inception of the Cover i.e. the date when the Member was first covered as a member of the Group under the Kotak Raksha Group Micro Insurance Plan of the Insurer, no death benefit shall be paid and the nominee of the Member shall be paid 80% of the total Premiums paid.

2. Non-OYRT policies:

In the event of the Member committing suicide within 12 months from date of Inception of the cover, 80% of the premiums paid will be payable.

In the event of suicide after 12 months from Date of Inception of the Cover, following will be applicable:

In case of suicide within one year of the date of revival of the Cover when the revival is done within 6 months from the date of first unpaid premium, Suicide Exclusion shall not be applicable and the Death Benefit under the Cover shall be payable.

However, in case of suicide within 1 year of the date of revival, when the revival is done after than 6 months from the date of first unpaid premium, the benefit payable shall be higher of 80% of Premiums Paid or Surrender Value (if any) at the date of claim event.

2. 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).

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.

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 without interest for the concerned Member/Life Insured before settling his/her claim. In case of excess Premium, the Insurer shall refund the same without interest, after deducting expenses (if any).

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.

3. Nomination and Assignment

- i. Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure - 4 for reference].
- ii. It is mandatory for the Policyholder to have appropriate nomination data and appropriate nomination procedures in place so as to ensure timely and complete discharge to the nominee.
- iii. The Policyholder shall ensure that nomination details for all the Members covered under the Policy 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.

- iv. In the event of a death claim, the Policy number and the letter from the Policyholder along with 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.
- v. Assignment is allowed as per Section 38 of the Act, as amended from time-to-time. [A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure – 3 for reference.
- vi. In case of force majeure event, company may at its sole discretion, waive any or all of the above mentioned documents and settle the claim in favour of the Member's nominee or legal heir provided the Insurer is satisfied after its own investigation.
- vii. In case of claims due to exit from the Policy other than death (i.e. termination, surrender etc.), individual details to be submitted to the Policyholder in the prescribed form, for onward transmission to the Insurer.
- viii. The benefits shall be limited at all times to the monies payable under this Policy.

4. Issuance of Duplicate Policy Document

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

- i. The Policyholder pays the applicable fee.
- ii. The Policyholder submits an affidavit cum indemnity in the format, if any, prescribed by the Company
- iii. Free Look clause shall not be applicable with respect to such duplicate Policy Document.

5. Claims:

All death claims must be notified to the Insurer in writing within 3 months from 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 Beneficiary

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
- Original death certificate issued by the Municipal Authority,
- Proof of age of the Beneficiary (for example attested copy of birth certificate/ school leaving certificate etc.)
- Proof of membership under the policy
- Last attending Doctor's Certificate stating the exact cause of death and all the associated medical documents
- 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
- Proof of identity of the Nominee, duly certified by the Policyholder
- Member Authorization Form as per prescribed format.
- Original Cancelled cheque showing name of Bank, location of Bank Branch, Name of Account Holder and Account No. In absence of the same the client can even submitted Photocopy of Bank Pass Book/Bank Statement of beneficiary bearing the aforementioned details duly attested by the Concerned Bank.
- Guardian details for minor Nominee

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

6. 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:

<<...>>

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

7. Electronic Transactions

All remote transactions effected through the internet, world wide web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or 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, shall be legally binding on either party and shall be considered as valid transactions as per extant laws applicable and which are done in adherence to and in compliance with the terms and conditions of such facilities, as may be prescribed by the Insurer from time to time.

8. Fraud / Misstatement:

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]

9. 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. The Insurer will resume its obligations towards this Policy immediately after the Force Majeure event ceases. The Insurer will keep the IRDA informed about the suspension of operations during Force Majeure event and also the resumption of its obligations and undertake to seek IRDA's permission before effecting any of these changes.

10. Non Disclosure of Policyholder Information

The Policyholder shall follow the Process for sharing data with the insurer if and when communicated to the Policyholder by 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 arrangement, if any. Further, any breach or violation on the part of the Policy holder, shall absolve the Insurer/Company from all liabilities as envisaged under such non-disclosure arrangement.

11. Governing Laws

1. Anti Money Laundering Provisions:

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

2. Miscellaneous

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

3. Entire Agreement:

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

4. Jurisdiction:

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

12. General

1. The cover for a Member will cease on the earliest of:
 - a. The date on which any one of the option benefits are paid.
 - b. The date on which the Policyholder/Member discontinues payment of regular due premiums.
 - c. he/she ceases to be member of the group
 - d. The Member attaining the Maximum Age at maturity as mentioned in the synopsis provided by the Insurer.
2. Any information needed to administer the Policy must be furnished by the Policyholder. Any information pertaining to the Policy shall be accepted by the Company only if it is received from the authorized signatory / e-mail ID of the Policyholder.
3. The Insurer can check/inspect, at any time, if the Benefits are being paid to the correct person as and when due

PART G

Query/Complaint Resolution

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

Group Operations,
Kotak Mahindra Old Mutual Life Insurance Ltd.,7th Floor
Zone IV, Building No.21, Infinity Park, Off Western Express
Highway, General A.K. Vaidya Marg, Malad (E), Mumbai –
400097". Telephone:022-64511556 (Monday-Friday (excluding
public holidays) between 10.00 a.m. to 6.00 p.m).

Email: 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:

Chief Grievance Officer
Kotak Mahindra old Mutual Life Insurance Ltd,
Kotak Towers, 7th Floor, ZoneIV,
Building No. 21, Infinity Park, Off Western Express Highway,
General A.K. Vaidya Marg, Malad East, Mumbai 400097
Toll Free: 1800 209 8800
Email ID: kli.grievance@kotak.com

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

IRDA Grievance Call Centre (IGCC) TOLL FREE NO:155255

Email ID: complaints@irda.gov.in

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department
Insurance Regulatory and Development Authority
9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Andhra Pradesh

Fax No: 91- 40 – 6678 9768”

4. In case you are not satisfied with the decision/resolution of the Insurer, 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
5. The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.
 - As per provision 13(3) of the Redressal of Public Grievances Rules 1998,
6. The complaint to the Ombudsman can be made
 - Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - Within a period of one year from the date of rejection by the Insurer
 - If it is not simultaneously under any litigation.

List of Insurance Ombudsman

Office of The Governing Body of Insurance Council

(Monitoring Body for Offices of Insurance Ombudsman)

3rd Floor, Jeevan Seva Annexe, Santacruz(West), Mumbai – 400054. Tel no:
26106671/6889.

Email id: inscoun@gbic.co.in website: www.gbic.co.in

If you have a grievance, approach the grievance cell of Insurance Company first.
If complaint is not resolved/ not satisfied/ not responded for 30 days then
You can approach The Office of the Insurance Ombudsman(Bimalokpal)

<p>Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, Ashram Rd, AHMEDABAD-380 014. Tel.:- 079-27545441/27546840 Fax : 079- 27546142 Email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, BHOPAL-462 003. Tel.:- 0755-2769201/9202 Fax : 0755- 2769203 Email: bimalokpal.bhopal@gbic.co.in</p>
<p>Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674- 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2772101 Fax : 0172- 2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>
<p>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 Email: bimalokpal.chennai@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23230457/23232037 Fax : 011- 23230858 Email: bimalokpal.delhi@gbic.co.in</p>
<p>Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 . Tel.:- 0361-2132205 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in</p>	<p>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</p>
<p>Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484- 2359336</p>	<p>Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R.Avenue, KOLKATA - 700072 Tel No: 033-22124339/22124346 Fax: 22124341</p>

Email: bimalokpal.ernakulam@gbic.co.in	Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th 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 : 022-26106960/26106552 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, 3 rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet PUNE - 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, 24 th Main Road, Jeevan Soudha Bldg., JP Nagar, 1 st Phase, Ground Floor BENGALURU - 560078. Tel No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in	Office of the Insurance Ombudsman, 4 th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, NOIDA - 201301. Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in
Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA - 800016 Tel No: 0612-2680952 Email id : bimalokpal.patna@gbic.co.in .	

Annexure 1: Member Data

<u>Field Description</u>
<u>Customer Full Name :</u>
<u>Customer ID:</u>
<u>Certificate No. :</u>
<u>Location:</u>
<u>Plan Option:</u>
<u>Issuance Status of COI:</u>
<u>Branch Name:</u>
<u>Branch Code:</u>
<u>Agreement Date:</u>
<u>Customer Type (industry):</u>
<u>Gender:</u>
<u>Date Of Birth:</u>
<u>Date of commencement of Risk/Cover:</u>
<u>Cover Amt:</u>
<u>Premium Payment Term</u>
<u>Premium Payment Mode</u>
<u>Tenure in Years</u>
<u>Premium amount (excluding service tax)</u>
<u>Service Tax</u>
<u>Premium with Service Tax</u>
<u>Confirmation for underwriting status (MQ/DOGH)</u>
<u>Remarks</u>
<u>Address of the customer (to be provided as Address 1, Address 2..... in excel file)</u>
<u>Pincode</u>
<u>Email ID of the Customer</u>
<u>Mobile no. of the Customer</u>

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

Annexure 2: List of valid age proofs:

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

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

Annexure 3

Section 38 - Assignment and Transfer of Insurance Policies

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

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

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

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to official Gazette Notification for complete and accurate details.]

Annexure 4

Section 39 - Nomination by Policyholder

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

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

11. In case of nomination by Policyholder whose life is insured, if the nominees die before the Policyholder, the proceeds are payable to Policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the Policy shall be paid to such survivor(s).
13. Where the Policyholder whose life is insured nominates his
 - a. parents or
 - b. spouse or
 - c. children or
 - d. spouse and children
 - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the Policyholder unless it is proved that Policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the Policyholder but before his share of the amount secured under the Policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
16. If Policyholder dies after maturity but the proceeds and benefit of the Policy has not been paid to him because of his death, his nominee(s) shall all be entitled to the proceeds and benefit of the Policy.
17. The provisions of Section 39 are not applicable to any life insurance Policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Laws (Amendment) Act, 2015, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the Policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the Policy. In such a case only, the provisions of Section 39 will not apply.

[Disclaimer: This is not a comprehensive list of amendments of Insurance Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to official Gazette Notification for complete and accurate details.]

Annexure 5

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

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

01. No Policy of Life Insurance shall be called in question **on any ground whatsoever** after expiry of 3 yrs from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.
02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.
03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.
04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his

knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.
07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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