

March 14, 2019

To,
Mr. Suresh Gopalakrishnan
Product Manager
TVS Credit Services Limited
Jayalakshmi Estates, No. 29,
Haddows Road, Nungambakkam,
Chennai,
Tamil Nadu - 600006

Policy No: GA000017
Policyholder name: TVS Credit Services Limited

Sub: Addendum to the Original Policy Contract for Policy No GA000017 (UIN: 107N051V03)

Dear Sir,


With respect to the above-mentioned Policy Contract, we enclose herewith, the Policy Addendum containing revised Member details. Benefit Payable & Premium Payable

Kindly retain this addendum in your policy folder for future reference, since it forms part of the original policy contract.

Kindly acknowledge the receipt of Policy Addendum with the Policyholder's stamp, seal and signature of the authorized signatory and send it back to us for our records.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on **18001207856** or write in to us at kli.groupoperations@kotak.com

Yours Faithfully,
For **KOTAK MAHINDRA LIFE INSURANCE COMPANY LTD**


Siddharth Raut
Chief Manager – Group Operations

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Registered Office:

2nd Floor,
Plot # C- 12,
G- Block, BKC, Bandra (E),
Mumbai - 400 051.

Corporate Office:

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Addendum to the Policy Contract for Contract No GA000017 (UIN: 107N051V03)

Ref.: The Section titled Member Benefits Payable of the Policy Contract dated March 16, 2018

Pursuant to the discussions between Kotak Mahindra Life Insurance Company Limited and TVS Credit Services Limited Limited it has been agreed that:

The below Section titled, BENEFIT PAYABLE & PREMIUM PAYABLE under Annexure of the original policy contract stands cancelled and replaced by the following:-

1. Details of the Members of the Group

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

1. For Micro, Small & Medium Loans:

Option no	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	25,000	1,50,000	18	60	64

2. Benefits Payable

The Sum Assured 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.

Cover Amount for Basic Life Cover	<p>Outstanding principal Two Wheeler Loans of TVSCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 25%.</p> <p>Maximum Cover Amount (Rs.): 150,000 Minimum Cover Amount (Rs.): 25,000</p>
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Cover cannot be increased for any member unless prior written approval of the Insurer is taken.

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Underwriting

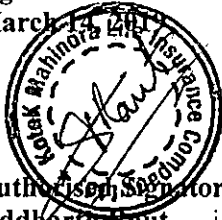
Sum Assured	AGE BAND
	up to 150,000

The amendments as mentioned above shall be effective from **February 01, 2019** and shall be deemed to be part of the aforesaid Original Policy Contract from the said effective date.

The said policy is subject to the tax laws and other legislation prevailing in India, including the Insurance Act, 1938, the Insurance Regulatory and Development Authority Act, 1999 & the Regulations there under and the Insurance Regulatory and Development Authority Guidelines on Group Insurance Policies dated July 14, 2005 and/or any amendment or modification or re-enactment thereof.

Save to the extent contained herein, the said Policy Contract, including the Agreement, Terms and Conditions and Annexure(s), remain unaltered.

Signed for and on behalf of Kotak Mahindra Life Insurance Company Ltd. at Mumbai on
March 14, 2019



Authorised Signatory
Siddharth Kaut
Chief Manager – Group Operations

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27 March, 2019

To,
Mr. P Venkatbabu
Chief Manager
TVS CREDIT SERVICES LIMITED
No 29, Jayalakshmi Estate
Haddows Road, Nungabakkam
Chennai , Tamil Nadu - 600006

Policy No: GA000392
Policyholder Name: TVS CREDIT SERVICES LIMITED

Sub: Kotak Group Assure (UIN: 107N051V03) Policy Contract Number GA000392

Dear Mr. P Venkatbabu,

We thank you for availing of Group Insurance cover under the captioned policy.

We look forward to a long and mutually beneficial relationship.

Your Policy contract is an important legal document and should be kept in a safe custody.

This policy is subject to tax laws prevailing in India.

We are pleased to enclose the following documents with the Policy contract:

- Copy of Proposal Form
- Death Claim Form
- Beneficiary Nomination Form

Please acknowledge the receipt of this Policy document & the enclosures for our record.

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the policy.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on **18001207856** or write in to us at kli.groupoperations@kotak.com.

Thanking you and assuring you of our best services at all times,


Yours Sincerely,

For Kotak Mahindra Life Insurance Company Limited.

Siddharth Raut
Chief Manager – Group Operations

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POLICY DOCUMENT

Plan Name - **Kotak Group Assure**
Product UIN - **107N051V03**
Plan Description - **Reducing Insurance Cover for Groups**
Benefit Option - **Easy Group Assure**
Name of Policyholder - **TVS CREDIT SERVICES LIMITED**
Client ID of Policyholder - **07604429**
Policy Number - **GA000392**

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Kotak Mahindra Life Insurance Company Limited
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I. AGREEMENT & SCHEDULE

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited), (which includes its assigns and successors) (hereinafter called "the Insurer") has received the Proposal Form together with Proposal Acceptance Form, Member Data along with the premium for insurance from the Policyholder named in the Schedule hereto and it has been agreed to by the Policyholder that the said Proposal Form together with the Acceptance Letter, Tender Synopsis, Member Data and underwriting requirements are the basis of this contract of insurance.

The Insurer agrees that, in consideration of the premium received and subject to the terms and conditions of this contract and due receipt of the subsequent premiums if any, as set out in the schedule, it will pay the benefits as mentioned in the schedule, to the beneficiary/ies, on proof to the complete satisfaction of the Insurer

- of the benefits having become payable as set out in the said schedule,
- of the title of the said person(s) claiming payment, and
- of the correctness of the age of the Member as stated in the Member data and/or other documents if not previously admitted.
- of the person whose death/terminal illness/critical illness/permanent accidental disability has resulted in claim being a member as herein defined

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

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

Words and expressions used in this policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or rules/regulations made there under.

References to any enactment are to be construed as referring also to any amendment, re-enactment (whether before or after the date of signing of the policy) or enactment that has replaced the first-mentioned enactment (with or without amendment) and to any regulation or order made under it.

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

This Policy is subject to the tax laws and other legislation prevailing in India, In the event of any amendments to any of the provisions of the said Tax Laws* and/or the legislations, impacting cash flows accruing from this contract, the Insurer reserves the right to revise the premium(s) and / or the benefit(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as reference also to any amendment, re-enactment (whether before or after the date of signing of this Policy) or enactment that has replaced the first mentioned enactment (with or without amendment) and to any regulation and / or order made under it.

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This Policy shall also be subject to the Regulations, Circulars, Guidelines etc. issued by IRDAI from time-to-time, including IRDAI (Protection of Policyholders' Interest) Regulations, 2017.

Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct appropriate amounts for that purpose from the respective benefits as per the statutory declarations to which the beneficiaries are agreeable.

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

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

The stamp duty of Rs. 100 (Rupees One Hundred Only) is affixed to this instrument out of the consolidated stamp duty of Rs. 1,00,00,000/- (Rupees One Crore Only) deposited with the additional controller of stamps, Mumbai, vide Letter of Authority no. CSD/339/2019/706/19 dated February 20, 2019.



Kotak Mahindra Life Insurance Company Limited
CIN: U66030MH2000PLC128503, Regd. 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

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SCHEDULE

Policy Details

Policy No.:	GA000392
Name of the Policyholder:	TVS CREDIT SERVICES LIMITED
Date of Commencement:	March 02, 2019
Date of Issue:	March 27, 2019
Plan Name:	Kotak Group Assure
Plan Options:	Easy Group Assure
Plan Description:	Reducing Insurance Cover for Groups
Participating:	No
Mode of Payment:	Single
CRM Branch Address –	Kotak Life Insurance , Neeladri Building, 2 nd Floor, No.9, Cenatoph Road, Teynampet, chennai-18.
Name of Broker/Agent	Not Applicable
Broker License No.	Not Applicable
Broker Address	Not Applicable
Broker Contact No.	Not Applicable



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**DEFINITION**

- a) "Act" means Insurance Act, 1938.
- b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.
- c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.
- d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any
- e) "Date of Issue" is the date as mentioned in Schedule when policy comes into effect.
- f) "Date of Commencement" shall mean:
- 1) For Existing Member: It will be same as Date of Issue.
 - 2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.
- g) "Membership Form cum Declaration of Good Health" means declaration provided by the individual Member regarding his medical condition at the time of the entry into the scheme.
- h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- i) "Grace Period" means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy.
- j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.
- k) "IRDA" or "IRDAI" means the Insurance Regulatory and Development Authority which was renamed as Insurance Regulatory and Development Authority of India in the year 2014;



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- l) "Lapsed Policy" means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.
- m) "Life Insured" includes the Member as defined below.
- n) "Member/s" means a person/s:
- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and
 - who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and
 - who has/have availed a loan from with the Policyholder on or after the date of commencement of this Policy towards Unsecured SME Loan and such loan is outstanding as on the date of commencement of his/her cover; and
 - who is borrower or co-borrower of the Loan and
 - in respect of whom Member data is provided to the Insurer by the Policyholder as mentioned herein, and
 - who falls within the age range indicated by the Insurer for this Policy
- o) "Moratorium Period" means the period commencing from the date of disbursement of loan, during which the sum assured equals the initial cover amount and, in case the interest is not being paid during the moratorium period, the additional interest accumulated thereon. The cover after Moratorium period shall reduce in line with the cover schedule.
- p) "Non Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- q) "Policyholder" refers to the Master Policyholder.
- r) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance/Cover Schedule issued to each Member on his/ her admission to the scheme.
- s) "Cover Schedule" means is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date as mentioned in the Certificate of Insurance, including coverage for moratorium (with or without accrued interest for moratorium period, as applicable), if any.
- t) "Section 64 VB" – As defined under the Act.



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Details of the Members of the group

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

For Single Premium

Option no.	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	5,00,000	15,00,000	18	65	68

BENEFITS PAYABLE

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

Cover Amount for Basic Life Cover	<p>Outstanding principal Unsecured SME Loan of TCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 15%.</p> <p>Maximum Cover Amount (Rs.): 1,500,000 Minimum Cover Amount (Rs.): 500,000</p>
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The Cover cannot be increased for any member unless prior written approval of the Insurer is taken.



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Sum Assured under this plan:

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

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

The event of Death should be intimated to the Insurer preferably within 3 months and in case of failure to intimate within the said period the Insurer reserves its right to seek any relevant/additional documents for processing the claim. The Insurer at its sole discretion may calculate the benefit payable on the death of the Member after verifying the actual date of death.

Benefit on Survival:

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

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

Benefits available under various plan options:-

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

Option 1:- Easy Group Assure

On Death:

Sum Assured will be paid.

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

BENEFICIARY

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

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



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PREMIUMS PAYABLE

Mode of Premium Payment: Single.

Accepted Premium Rates * (Rate per ` 100000/- of cover)

As per the Annexure- Premium Rate Table

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



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Special Conditions, if any:

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.

To comply with this regulation, Policyholder will need to keep a deposit as per Section 64VB, equivalent of approx premium amount due in next month with Insurer. OR Therefore all covers shall commence from the valued credit date in Insurer's account with Policyholder.

2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.
3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Life Insurance Company Ltd. at Mumbai on 27, March 2019.


Authorised Signatory

Kotak Mahindra Life Insurance Company Limited
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II. TERMS & CONDITIONS

1. Proof of Age

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

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

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

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.

The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

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

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

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

3. Surrender

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

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



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

In case of Single premiums:

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

In case of Regular premiums,

No Surrender value is available.

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

In case of Single premiums:

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

In case of Regular premiums,

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

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

[^]As per the Cover Schedule issued by the Insurer.

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

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

NOTE:

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

4. Lapse

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

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

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

5. Revival

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

- Revival within 6 months :

The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).

- Revival after 6 months :

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

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

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

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

6. Cover

The Cover for each member is subject to the following:

- Cover shall commence from the date of receipt of premium or fulfilment of underwriting requirements whichever is later.
- Cover shall commence from the contract date of loan by the Member (date of loan agreement), as stated in the Member data submitted by the Policyholder, for non-medical cases.
- For underwritten cases, cover will commence on the acceptance of risk by the Insurer post completion of Medical requirements. For administrative convenience the date of commencement of loan would be from the contract date of loan, not being more than 1 month. Minimum Cover equal to Non Medical Limit (NML) would be provided to each member of the Policy.

On the basis of the disclosures made by the Member in the underwriting requirements, the Insurer may at its discretion call for additional information, decline cover or accept with/without health loadings on premiums or any other terms and conditions.



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- Cover shall be restricted to the amount described under the Section of this Policy Contract, titled Benefits Payable;
- Cover shall be declined as a result of failure to provide satisfactory Evidence of Good Health* as required under this policy.

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

7. Fraud/Misrepresentation

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

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

8. Incontestability

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

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

The Policyholder shall obtain from the Members and submit the nominee(s) details to the Insurer along with the Member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. The nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination done by the Member.

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

11. Policyholder Covenants

The Policyholder agrees to apply its prescribed norms and procedures for assessing the cover applications and apply its stipulated credit recovery procedures thereon, regardless of whether or not cover is sought on the lives of its borrowers. The Insurer reserves with it the right to

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call for the guidelines of the Policyholder's credit criteria at any time, and the Policyholder shall supply the same to the Insurer within the time limits if any specified therein. The Policyholder (or any of its affiliated organization / entity) in its capacity as Group Organizer / Group Manager, with whatsoever nomenclature may be, is prohibited from collecting any amount other than the insurance premium payable to the Insurers with regard to the underlying Group Insurance..

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

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

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

- a) Name of the Policyholder
- b) Policy No.
- c) Name of the Member
- d) Date of Commencement of Risk
- e) Sum Assured for the Member
- f) Original Amount of Loan
- g) Recoveries made by the Policyholder towards the loan
- h) Outstanding Loan Balance as on the date of contingent event.
- i) Balance Claim Amount

In terms of **Regulation 19(3) of IRDAI (Protection of Policyholders' Interests) Regulations, 2017**, the Policyholder shall assist the Insurer, if the Insurer so requires, in the prosecution of a proceeding or in the matter of recovery of claims which the Insurer has against the third parties.

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

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

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



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12. Death due to suicide

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

13. Discontinuance

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

14. Termination of Cover

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

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

15. Member Data

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

As mentioned above, the Policyholder shall submit the Member Data by the Monthly, 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.



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16. Electronic Transactions

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

17. Notice

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

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

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

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

Chief Manager
TVS CREDIT SERVICES LIMITED
No 29, Jayalakshmi Estate
Haddows Road, Nungabakkam
Chennai , Tamil Nadu - 600006

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the benefit will be paid to the Beneficiary in India.

The claim amount under the policy will be the Sum Assured as mentioned in the Cover Schedule, assuming all payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer reserves its rights to condone the delay on merit for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the life insured/claimant.

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The primary documents normally required for processing claims are:

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

It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.

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

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.

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19. Free look Provision

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

In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Certificate of Insurance.

20. Amendment

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

21. Force Majeure

If Insurer performance or any of Insurer obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval by IRDAI. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

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



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III. Annexures

Annexure (MD): Member Data

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

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

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



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Annexure (MU):-

2. Medical Underwriting Limits:

Sum Assured	AGE BANDS		
	18-55	56-60	61-65
Upto 500,000	DOGH	DOGH	DOGH+MT
500,001 - 1,500,000	DOGH	DOGH+MT	DOGH+MT

DOGH: Membership Form cum Declaration of Good Health

MQ: Medical Questionnaire

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



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3. Annexure (Age Proof) for Valid Age Proof:

List of valid age proofs:

- Birth Certificate/
- School / College Leaving Certificate, provided – it specifies Date of Birth, States that Date of Birth is extracted from School / College Records, Stamped and signed by College / School
- Passport
- Driving license
- PAN Card
- Ration Card, which specifies the Date of Issue of the Ration Card and the Date of Birth or Age of the Life to be Insured
- Election ID card (also called voters ID) issued by the Election Commission of India can be accepted as valid age proof provided it was issued at least 2 years before the date of the insurance proposal.
- 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.



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5. Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk

Kotak Mahindra Life Insurance Company Ltd.

Kotak Towers, 7th Floor, Zone IV,

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

Goregaon Mulund Link Road, Malad East,

Mumbai 400097

Telephone: 18001207856 (Monday-Friday (excluding public holidays) between 10.00 a.m. to 6.00 p.m)

Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,

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

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

Email ID: complaints@irda.gov.in

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Telangana

Fax No: 91- 40 – 6678 9768



4. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address given below for your grievances as specified under the Insurance Ombudsman Rules 2017.

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Regional Office - Group Assurance

2nd Floor,
Plot # C-12,
G-Block, BKC, Bandra (E),
Mumbai - 400 051.

Corporate Office:

7th Floor, Kotak Infinity, Bldg. No. 21,
Infinity Park, Off W. E. Highway,
General AK Vaidya Marg, Malad (E),
Mumbai - 400 097, India.

T +91 22 66057777
F +91 22 67425649 / 50
<http://insurance.kotak.com>

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, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.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@ecoi.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@ecoi.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@ecoi.co.in</p>

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Mumbai - 400 097, India.

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<http://insurance.kotak.com>



<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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.co.in</p>

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 provisions of Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made
 - Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - Within a period of one year from the date of rejection by the Insurer
 - If it is not simultaneously under any litigation.



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1. Annexure : Simplified Version of Section 39

Section 39 - Nomination by Policyholder

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

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



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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 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.]



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2. Annexure: Simplified Version of Section 45

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

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

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

02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.
For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

05. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the Policyholder, if alive, or beneficiaries.

06. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which Policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the Policy of life insurance is based.

Kotak Mahindra Life Insurance Company Limited
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CIN: U66030MH2000PLC128503

Registered Office
Kotak Group Assure
2nd Floor,
Plot # C-12,
G-Block, BKC, Bandra (E),
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07. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on Policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
08. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance Policy would have been issued to the insured.
09. The insurer can call for proof of age at any time if he is entitled to do so and no Policy shall be deemed to be called in question merely because the terms of the Policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

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



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<http://insurance.kotak.com>

January 27, 2016

To,
Mr.V Gopalakrishnan
CFO
TVS Credit Services Limited
Jayalakshmi Estates, No ,29
Haddows Road, Nungambakkam,
Chennai, Tamil Nadu - 600 006

Policy No: GA000133
Policyholder name: TVS Credit Services Limited

Sub: Addendum to the Original Policy Contract for Policy No GA000133 (UIN: 107N051V03)

Dear Sir/Madam,

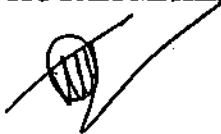
With respect to the above-mentioned Policy Contract, we enclose herewith, the Policy Addendum containing revised Member details. Benefit Payable & Premium Payable

Kindly retain this addendum in your policy folder for future reference, since it forms part of the original policy contract.

Kindly acknowledge the receipt of Policy Addendum with the Policyholder's stamp, seal and signature of the authorized signatory and send it back to us for our records.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on **022-64511556** or write in to us at kli.groupoperations@kotak.com

Yours Faithfully,
For **KOTAK MAHINDRA OLD MUTUAL LIFE INSURANCE LTD**



Muralikrishnan Namboodiri
Deputy Chief Manager - Group Operations

Kotak Mahindra Old Mutual Life Insurance Limited

A JOINT VENTURE WITH  OLD MUTUAL

CIN: U66030MH2000PLC128503, IRDAI Regn.No.: 107,
Corporate & Registered Office:
4th Floor, Vinay Bhavya Complex, 159 A, CST Road,
Kalina, Santacruz (E), Mumbai - 400 098, India.

Kotak Infiniti, 7th Floor, Zone-4, Bldg. No.21, Infinity Park,
Opp. Western Express Highway, Gen.A K Vaidya Marg,
Malad (E), Mumbai - 400 097, India.
<http://insurance.kotak.com> Toll free : 1800 209 8800

Addendum to the Policy Contract for Contract No. GA000133 (UIN: 107N051V03)

Ref.: The Section titled Member Benefits Payable of the Policy Contract dated March 03, 2014. Pursuant to the discussions between Kotak Mahindra Old Mutual Life Insurance Limited and TVS Credit Services Ltd. it has been agreed that:

The below Section titled, BENEFIT PAYABLE & PREMIUM PAYABLE under Annexure of the original policy contract stands cancelled and replaced by the following:-

1. Details of the Members of the Group

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

1. For Tractor Loan :

Option no.	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	50,000	600,000	18	65	70

2. Benefits Payable

The Sum Assured 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.

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

Cover Amount for Basic Life Cover	<p>Outstanding principal Tractor Loans of TVSCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 25%</p> <p>Maximum Cover Amount (Rs.): 600,000 Minimum Cover Amount (Rs.): 50,000</p>
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Rate Table :

For Borrower Age Band	Tenure (years)			
	2	3	4	5
18-65	502.37	753.71	1023.48	1311.87

Kotak Mahindra Old Mutual Life Insurance Limited
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<http://insurance.kotak.com> Toll free : 1800 209 8800



Underwriting

Sum Assured	AGE BANDS	
	18-60	61-65
up to 400,000	DOGH	DOGH
400,000 - 600,000	DOGH	DOGH+MT

The amendments as mentioned above shall be effective from **October 01, 2015** and shall be deemed to be part of the aforesaid Original Policy Contract from the said effective date.

The said policy is subject to the tax laws and other legislation prevailing in India, including the Insurance Act, 1938, the Insurance Regulatory and Development Authority Act, 1999 & the Regulations there under and the Insurance Regulatory and Development Authority Guidelines on Group Insurance Policies dated July 14, 2005 and/or any amendment or modification or re-enactment thereof.

Save to the extent contained herein, the said Policy Contract, including the Agreement, Terms and Conditions and Annexure(s), remain unaltered.

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Ltd. at Mumbai on January 27, 2016



Authorised Signatory

Shruti Durve

Asst. Vice President – Group Operations



November 18, 2016

To,
Mr. Suresh Gopalkrishnan
Product Manager
TVS Credit Services Limited
29, Haddows Road,
Nungambakkam,
Chennai, Tamil Nadu - 600 006

Policy No: GA000244
Policyholder Name: TVS Credit Services Limited

Sub: Kotak Group Assure (UIN: 107N051V03) Policy Contract Number GA000244

Dear Mr. Gopalkrishnan,

We thank you for availing of Group Insurance cover under the captioned policy.

We look forward to a long and mutually beneficial relationship.

Your Policy contract is an important legal document and should be kept in a safe custody.

This policy is subject to tax laws prevailing in India.

We are pleased to enclose the following documents with the Policy contract:

- Copy of Proposal Form
- Death Claim Form
- Beneficiary Nomination Form

Please acknowledge the receipt of this Policy document & the enclosures for our record.

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the policy.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on **022-64511556** or write in to us at kli.groupoperations@kotak.com.

Thanking you and assuring you of our best services at all times,

Yours Sincerely,

For Kotak Mahindra Old Mutual Life Insurance Ltd.

Shruti Durve
Deputy Vice President – Group Operations

Kotak Mahindra Old Mutual Life Insurance Limited

A JOINT VENTURE WITH  OLD MUTUAL

7th Floor, Kotak Infinity, Building No. 21, T +91 22 66057777
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Mumbai- 400 051, India



**Koi hai...
hamesha**

POLICY DOCUMENT

Plan Name - **Kotak Group Assure**

Product UIN - **107N051V03**

Plan Description - **Reducing Insurance Cover for Groups**

Benefit Option - **Easy Group Assure**

Name of Policyholder - **TVS Credit Services Limited**

Client ID of Policyholder - **55763616**

Policy Number - **GA000244**

Kotak Mahindra Old Mutual Life Insurance Limited

A JOINT VENTURE WITH  **OLD MUTUAL**

Kotak Group Assure
V 1.2
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Kotak Mahindra Old Mutual Life Insurance Limited

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I. AGREEMENT & SCHEDULE

Kotak Mahindra Old Mutual Life Insurance Limited, (which includes its assigns and successors) (hereinafter called "the Insurer") has received the Proposal Form together with Proposal Acceptance Form, Member Data along with the premium for insurance from the Policyholder named in the Schedule hereto and it has been agreed to by the Policyholder that the said Proposal Form together with the Acceptance Letter, Tender Synopsis, Member Data and underwriting requirements are the basis of this contract of insurance.

The Insurer agrees that, in consideration of the premium received and subject to the terms and conditions of this contract and due receipt of the subsequent premiums if any, as set out in the schedule, it will pay the benefits as mentioned in the schedule, to the beneficiary/ies, on proof to the complete satisfaction of the Insurer

- of the benefits having become payable as set out in the said schedule,
- of the title of the said person(s) claiming payment, and
- of the correctness of the age of the Member as stated in the Member data and/or other documents if not previously admitted.
- of the person whose death/terminal illness/critical illness/permanent accidental disability has resulted in claim being a member as herein defined

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

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

Words and expressions used in this policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or rules/regulations made there under.

References to any enactment are to be construed as referring also to any amendment, re-enactment (whether before or after the date of signing of the policy) or enactment that has replaced the first-mentioned enactment (with or without amendment) and to any regulation or order made under it.

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

This Policy is subject to the tax laws and other legislation prevailing in India. In the event of any amendments to any of the provisions of the said Tax Laws* and/or the legislations, impacting cash flows accruing from this contract, the Insurer reserves the right to revise the premium(s) and / or the benefit(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as reference also to any amendment, re-enactment (whether before or after the date of signing of this Policy) or enactment that has replaced the first mentioned enactment (with or without amendment) and to any regulation and / or order made under it.

Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct

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appropriate amounts for that purpose from the respective benefits as per the statutory declarations to which the beneficiaries are agreeable.

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

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

The Consolidated Stamp Duty of Rs.100/- (Rupees One Hundred Only) paid by, Vide Receipt/Deface No. 0002716802201617 dated September 30, 2016.



Proper Officer

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SCHEDULE**Policy Details**

Policy No.:	GA000244
Name of the Policyholder:	TVS Credit Services Limited
Date of Commencement:	November 01, 2016
Date of Issue:	18 November, 2016
Plan Name:	Kotak Group Assure
Plan Options:	Easy Group Assure
Plan Description:	Reducing Insurance Cover for Groups
Participating:	Voluntary
Mode of Payment:	Single

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DEFINITION

- a) "Act" means Insurance Act, 1938.
- b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.
- c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.
- d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any
- e) "Date of Issue" is the date as mentioned in Schedule when policy comes into effect.
- f) "Date of Commencement" shall mean:
- 1) For Existing Member: It will be same as Date of Issue.
 - 2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.
- g) "Membership Form cum Declaration of Good Health" means declaration provided by the individual Member regarding his medical condition at the time of the entry into the scheme.
- h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- i) "Grace Period" " means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy.
- j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.
- k) "IRDA" or "IRDAI" means the Insurance Regulatory and Development Authority which was renamed as Insurance Regulatory and Development Authority of India in the year 2014;
- l) "Lapsed Policy" means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.
- m) "Life Insured" includes the Member as defined below.
- n) "Member/s" means a person/s:
- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and
 - who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of



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Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and

- who has/have availed a loan from with the Policyholder on or after the date of commencement of this Policy towards Personal Loan/Housing Loan and such loan is outstanding as on the date of commencement of his/her cover; and
 - who is borrower or co-borrower of the Loan and
 - in respect of whom Member data is provided to the Insurer by the Policyholder as mentioned herein, and
 - who falls within the age range indicated by the Insurer for this Policy
- o) "Moratorium Period" means the period commencing from the date of disbursement of loan, during which the sum assured equals the initial cover amount and, in case the interest is not being paid during the moratorium period, the additional interest accumulated thereon. The cover after Moratorium period shall reduce in line with the cover schedule.
- p) "Non Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- q) "Policyholder" refers to the Master Policyholder.
- r) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance/Cover Schedule issued to each Member on his/ her admission to the scheme.
- s) "Cover Schedule" means is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date as mentioned in the Certificate of Insurance, including coverage for moratorium (with or without accrued interest for moratorium period, as applicable), if any.
- t) "Section 64 VB" – As defined under the Act.

Details of the Members of the group

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

For Single Premium

Option no	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	50,000	15,00,000	18	65	70

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BENEFITS PAYABLE

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

Cover Amount for Basic Life Cover	Outstanding principal Used Car Loan of TVSCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 15% Maximum Cover Amount (Rs.): 1,500,000 Minimum Cover Amount (Rs.): 50,000
-----------------------------------	---

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

Sum Assured under this plan:

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

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

The event of Death should be intimated to the Insurer preferably within 3 months and in case of failure to intimate within the said period the Insurer reserves its right to seek any relevant/additional documents for processing the claim. The Insurer at its sole discretion may calculate the benefit payable on the death of the Member after verifying the actual date of death.

Benefit on Survival:

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

Benefits available under various plan options:-

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

Option 1:- Easy Group Assure**On Death:**

Sum Assured will be paid.

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



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BENEFICIARY

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

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

PREMIUMS PAYABLE

Mode of Premium Payment: Single

Accepted Premium Rates * (Rate per Rs 1,00,000/- of cover)

As per the Annexure- Premium Rate Table

*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. The Insurer reserves the right to review the Premium rates periodically and change the premium rates (from the pre-approved set of premium rates) applicable under the Policy in respect of new entrants at any time, by giving the Policyholder two months' notice in writing.

Special Conditions, if any:

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.
2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.
3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Ltd. at Mumbai on 18 November 2016



Authorised Signatory

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II. TERMS & CONDITIONS

1. Proof of Age

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

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

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

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.

The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

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

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

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

3. Surrender

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

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



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Surrender Value in case of surrender after the freelook period* would be:**In case of Single premiums:**

$$\begin{aligned} \text{Surrender Value} &= 75\% \times \text{Single premium} \\ &\times (\text{Outstanding Cover Term}^{\wedge} / \text{Cover Term}^{\wedge}) \\ &\times (\text{Outstanding Cover Amount}^{\wedge} / \text{Total Cover Amount}^{\wedge}) \end{aligned}$$

In case of Regular premiums,

No Surrender value is available.

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

$$\begin{aligned} \text{Free look cancellation Amount} &= \text{Single premium} \times (\text{Outstanding Cover Term}^{\wedge} / \text{Cover Term}^{\wedge}) \times \\ &(\text{Outstanding Cover Amount}^{\wedge} / \text{Total Cover Amount}^{\wedge}) - \text{Stamp duty and} \\ &\text{Medical expenses, if any} \end{aligned}$$

In case of Regular premiums,

$$\begin{aligned} \text{Free look cancellation Amount} &= \text{Regular premium} \times (\text{Term to next Premium Payment} / \text{Term between} \\ &\text{Premium Payments}) \times (\text{Outstanding Cover Amount}^{\wedge} / \text{Total Cover} \\ &\text{Amount}^{\wedge}) - \text{Stamp duty and Medical expenses, if any} \end{aligned}$$

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

[^]As per the Cover Schedule issued by the Insurer.

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

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

NOTE:

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

4. Lapse

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

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

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

5. Revival

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

- Revival within 6 months :

The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).

- Revival after 6 months :

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

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

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

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

6. Cover

The Cover for each member is subject to the following:

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

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

7. Fraud/Misrepresentation

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

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

8. Incontestability

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

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

The Policyholder shall obtain from the Members and submit the nominee(s) details to the Insurer along with the Member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. The nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination done by the Member.

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

11. Policyholder Covenants

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

The Policyholder shall collect the duly valid and complete Membership Form cum Declaration of Good Health (Evidence of Good Health) along with such other documents as it may require for the purpose of the insurance

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cover given to the member. The Policyholder shall preserve and maintain it as an integral part of such documentation. The Policyholder shall allow the officers of the Insurer (including representatives authorized in writing by the Insurer), to inspect and make copies of all/any relevant records for the purposes of this Policy, at reasonable hours on any day.

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

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

- a) Name of the Policyholder
- b) Policy No.
- c) Name of the Member
- d) Date of Commencement of Risk
- e) Sum Assured for the Member
- f) Original Amount of Loan
- g) Recoveries made by the Policyholder towards the loan
- h) Outstanding Loan Balance as on the date of contingent event.
- i) Balance Claim Amount

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

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

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

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

12. Death due to suicide

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



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Mumbai - 400 097, India <http://insurance.kotak.com>
CIN: U66030MH2000PLC128503

Registered Office:
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13. Discontinuance

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

14. Termination of Cover

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

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

15. Member Data

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

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

16. Electronic Transactions

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

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17. Notice

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

Group Operations**Kotak Mahindra Old Mutual Life Insurance Limited**

Kotak Towers, 7th Floor, Zone IV,
Building No. 21, InfinityPark, Off Western Express Highway,
Goregaon Mulund Link Road,
Malad East, Mumbai 400097

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

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

Product Manager**TVS Credit Services Limited**

29, Haddows Road,
Nungambakkam,
Chennai, Tamil Nadu - 600 006

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the benefit will be paid to the Beneficiary in India.

The claim amount under the policy will be the Sum Assured as mentioned in the Cover Schedule, assuming all payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer reserves its rights to condone the delay on merit for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the life insured/claimant.

The primary documents normally required for processing claims are:

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

It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.

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

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

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

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

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

19. Free look Provision

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

In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the

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original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Certificate of Insurance.

20. Amendment

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

21. Force Majeure

If Insurer performance or any of Insurer obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval by IRDA. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

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



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III. Annexures
1. Annexure (MD): Member Data

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

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

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



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2. Annexure (MU):-**Medical Underwriting Limits:****DOGH: Membership Form cum Declaration of Good Health****MQ: Medical Questionnaire**

Sum Assured	AGE BANDS	
	18-60	61-65
up to 5,00,000	DOGH	DOGH
500,001 - 15,00,000	DOGH	DOGH+MT

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

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3. Annexure (Age Proof) for Valid Age Proof:**List of valid age proofs:**

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

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



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5. Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk
 Kotak Mahindra Old Mutual Life Insurance Co. Ltd.
 Kotak Towers, 7th Floor, Zone IV,
 Building No. 21, Infinity Park, Off Western Express Highway,
 Goregaon Mulund Link Road, Malad East,
 Mumbai 400097
 Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,
 Kotak Towers, 7th Floor, Zone IV,
 Building No. 21, Infinity Park, Off Western Express Highway,
 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:

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

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

List of Insurance Ombudsman

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

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Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, "JeevanNivesh", 5th Floor, Near PanbazarOverbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, KOLKATA-700 072. Tel : 033-22124339/22124340 Fax : 033- 22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in	Office Of The Governing Body Of Insurance Council 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in

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

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

The complaint to the Ombudsman can be made

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

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6. 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.

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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
- parents or
 - spouse or
 - children or
 - spouse and children
 - 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].



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7. 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 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.

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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.]



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June 15, 2017

To,
Mr. Suresh Gopalakrishnan
Product Manager
TVS Credit Services Limited
No 29, Haddows Road,
Jayalakshmi Estate, Nungambakkam,
Chennai, Tamil Nadu - 600006

Policy No: GA000286
Policyholder Name: TVS Credit Services Limited

Sub: Kotak Group Assure (UIN: 107N051V03) Policy Contract Number GA000286

Dear Mr. Gopalakrishnan

We thank you for availing of Group Insurance cover under the captioned policy.

We look forward to a long and mutually beneficial relationship.

Your Policy contract is an important legal document and should be kept in a safe custody.

This policy is subject to tax laws prevailing in India.

We are pleased to enclose the following documents with the Policy contract:

- Copy of Proposal Form
- Death Claim Form
- Beneficiary Nomination Form

Please acknowledge the receipt of this Policy document & the enclosures for our record.

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the policy.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on **022-64511556** or write in to us at kli.groupoperations@kotak.com.

Thanking you and assuring you of our best services at all times,

Yours Sincerely,

For Kotak Mahindra Old Mutual Life Insurance Ltd.



Siddharth Raut

Chief Manager – Group Operations

Kotak Mahindra Old Mutual Life Insurance Limited

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POLICY DOCUMENT

Plan Name	-	Kotak Group Assure
Product UIN	-	107N051V03
Plan Description	-	Reducing Insurance Cover for Groups
Benefit Option	-	Easy Group Assure
Name of Policyholder	-	TVS Credit Services Limited
Client ID of Policyholder	-	63197674
Policy Number	-	GA000286
Broker Licence No.	-	Not Applicable
Broker Name	-	Not Applicable
Broker Address	-	Not Applicable
Broker Contact number	-	Not Applicable

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I. AGREEMENT & SCHEDULE

Kotak Mahindra Old Mutual Life Insurance Limited, (which includes its assigns and successors) (hereinafter called "the Insurer") has received the Proposal Form together with Proposal Acceptance Form, Member Data along with the premium for insurance from the Policyholder named in the Schedule hereto and it has been agreed to by the Policyholder that the said Proposal Form together with the Acceptance Letter, Tender Synopsis, Member Data and underwriting requirements are the basis of this contract of insurance.

The Insurer agrees that, in consideration of the premium received and subject to the terms and conditions of this contract and due receipt of the subsequent premiums if any, as set out in the schedule, it will pay the benefits as mentioned in the schedule, to the beneficiary/ies, on proof to the complete satisfaction of the Insurer

- of the benefits having become payable as set out in the said schedule,
- of the title of the said person(s) claiming payment, and
- of the correctness of the age of the Member as stated in the Member data and/or other documents if not previously admitted.
- of the person whose death/terminal illness/critical illness/permanent accidental disability has resulted in claim being a member as herein defined

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

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

Words and expressions used in this policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or rules/regulations made there under.

References to any enactment are to be construed as referring also to any amendment, re-enactment (whether before or after the date of signing of the policy) or enactment that has replaced the first-mentioned enactment (with or without amendment) and to any regulation or order made under it.

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

This Policy is subject to the tax laws and other legislation prevailing in India. In the event of any amendments to any of the provisions of the said Tax Laws* and/or the legislations, impacting cash flows accruing from this contract, the Insurer reserves the right to revise the premium(s) and / or the benefit(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as reference also to any amendment, re-enactment (whether before or after the date of signing of this Policy) or enactment that has replaced the first mentioned enactment (with or without amendment) and to any regulation and / or order made under it.



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Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct appropriate amounts for that purpose from the respective benefits as per the statutory declarations to which the beneficiaries are agreeable.

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

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

The Consolidated Stamp Duty of Rs.100/- (Rupees One Hundred Only) paid by, Vide Receipt/Deface No. 0000885662201718 dated May 19, 2017.



Proper Officer

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SCHEDULE**Policy Details**

Policy No.:	GA000286
Name of the Policyholder:	TVS Credit Services Limited
Date of Commencement:	May 15, 2017
Date of Issue:	15 June, 2017
Plan Name:	Kotak Group Assure
Plan Options:	Easy Group Assure
Plan Description:	Reducing Insurance Cover for Groups
Participating:	Voluntary
Mode of Payment:	Single

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DEFINITION

- a) "Act" means Insurance Act, 1938.
- b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.
- c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.
- d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any
- e) "Date of Issue" is the date as mentioned in Schedule when policy comes into effect.
- f) "Date of Commencement" shall mean:
- 1) For Existing Member: It will be same as Date of Issue.
 - 2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.
- g) "Membership Form cum Declaration of Good Health" means declaration provided by the individual Member regarding his medical condition at the time of the entry into the scheme.
- h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- i) "Grace Period" means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy.
- j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.
- k) "IRDA" or "IRDAI" means the Insurance Regulatory and Development Authority which was renamed as Insurance Regulatory and Development Authority of India in the year 2014;
- l) "Lapsed Policy" means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.
- m) "Life Insured" includes the Member as defined below.
- n) "Member/s" means a person/s:
- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and



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- who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and
 - who has/have availed a loan from with the Policyholder on or after the date of commencement of this Policy towards Personal Loan and such loan is outstanding as on the date of commencement of his/her cover; and
 - who is borrower or co-borrower of the Loan and
 - in respect of whom Member data is provided to the Insurer by the Policyholder as mentioned herein, and
 - who falls within the age range indicated by the Insurer for this Policy
- o) "Moratorium Period" means the period commencing from the date of disbursement of loan, during which the sum assured equals the initial cover amount and, in case the interest is not being paid during the moratorium period, the additional interest accumulated thereon. The cover after Moratorium period shall reduce in line with the cover schedule.
- p) "Non Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- q) "Policyholder" refers to the Master Policyholder.
- r) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance/Cover Schedule issued to each Member on his/ her admission to the scheme.
- s) "Cover Schedule" means is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date as mentioned in the Certificate of Insurance, including coverage for moratorium (with or without accrued interest for moratorium period, as applicable), if any.
- t) "Section 64 VB" – As defined under the Act.

Details of the Members of the group

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

For Single Premium

Option no	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	50,000	2,00,000	18	60	63

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BENEFITS PAYABLE

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

Cover Amount for Basic Life Cover	Outstanding principal Personal Loan of TVSCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 25% Maximum Cover Amount (Rs.): 2,00,000 Minimum Cover Amount (Rs.): 50,000
-----------------------------------	--

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

Sum Assured under this plan:

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

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

The event of Death should be intimated to the Insurer preferably within 3 months and in case of failure to intimate within the said period the Insurer reserves its right to seek any relevant/additional documents for processing the claim. The Insurer at its sole discretion may calculate the benefit payable on the death of the Member after verifying the actual date of death.

Benefit on Survival:

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

Benefits available under various plan options:-

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

Option 1:- Easy Group Assure**On Death:**

Sum Assured will be paid.

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



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BENEFICIARY

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

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

PREMIUMS PAYABLE

Mode of Premium Payment: Single

Accepted Premium Rates * (Rate per Rs 1,000/- of cover)

As per the Annexure- Premium Rate Table

*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. The Insurer reserves the right to review the Premium rates periodically and change the premium rates (from the pre-approved set of premium rates) applicable under the Policy in respect of new entrants at any time, by giving the Policyholder two months' notice in writing.

Special Conditions, if any:

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.

To comply with this regulation, Policyholder will need to keep a deposit as per Section 64VB, equivalent of approx premium amount due in next month with Insurer.

2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.
3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Ltd. at Mumbai on 15 June 2017



Authorised Signatory

Kotak Mahindra Old Mutual Life Insurance Limited

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II. TERMS & CONDITIONS

1. Proof of Age

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

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

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

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.

The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

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

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

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

3. Surrender

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

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



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Surrender Value in case of surrender after the freelook period* would be:**In case of Single premiums:**

$$\begin{aligned} \text{Surrender Value} &= 75\% \times \text{Single premium} \\ &\times (\text{Outstanding Cover Term}^{\wedge} / \text{Cover Term}^{\wedge}) \\ &\times (\text{Outstanding Cover Amount}^{\wedge} / \text{Total Cover Amount}^{\wedge}) \end{aligned}$$

In case of Regular premiums,

No Surrender value is available.

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

$$\begin{aligned} \text{Free look cancellation Amount} &= \text{Single premium} \times (\text{Outstanding Cover Term}^{\wedge} / \text{Cover Term}^{\wedge}) \times \\ &(\text{Outstanding Cover Amount}^{\wedge} / \text{Total Cover Amount}^{\wedge}) - \text{Stamp duty and} \\ &\text{Medical expenses, if any} \end{aligned}$$

In case of Regular premiums,

$$\begin{aligned} \text{Free look cancellation Amount} &= \text{Regular premium} \times (\text{Term to next Premium Payment} / \text{Term between} \\ &\text{Premium Payments}) \times (\text{Outstanding Cover Amount}^{\wedge} / \text{Total Cover} \\ &\text{Amount}^{\wedge}) - \text{Stamp duty and Medical expenses, if any} \end{aligned}$$

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

^As per the Cover Schedule issued by the Insurer.

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

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

NOTE:

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

4. Lapse

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

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Mumbai - 400 097, India http://insurance.kotak.com
CIN: U66030MH2000PLC128503

Registered Office:
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G-Block, BKC, Bandra (E),
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The Member cover can be revived by making an application within two years from the date of the first unpaid premium and before the cease date of the Member cover. (Refer clause 5 for revival terms).

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

5. Revival

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

- Revival within 6 months :

The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).

- Revival after 6 months :

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

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

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

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

6. Cover

The Cover for each member is subject to the following:

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



Kotak Mahindra Old Mutual Life Insurance Limited

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

7. Fraud/Misrepresentation

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

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

8. Incontestability

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

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

The Policyholder shall obtain from the Members and submit the nominee(s) details to the Insurer along with the Member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. The nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination done by the Member.

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

11. Policyholder Covenants

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

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

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

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

- a) Name of the Policyholder
- b) Policy No.
- c) Name of the Member
- d) Date of Commencement of Risk
- e) Sum Assured for the Member
- f) Original Amount of Loan
- g) Recoveries made by the Policyholder towards the loan
- h) Outstanding Loan Balance as on the date of contingent event.
- i) Balance Claim Amount

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

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

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

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

12. Death due to suicide

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



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13. Discontinuance

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

14. Termination of Cover

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

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

15. Member Data

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

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

16. Electronic Transactions

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

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terms and conditions for such facilities, as may be prescribed by the Insurer from time to time.

17. Notice

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

Group Operations

Kotak Mahindra Old Mutual Life Insurance Limited

Kotak Towers, 7th Floor, Zone IV,
Building No. 21, InfinityPark, Off Western Express Highway,
Goregaon Mulund Link Road,
Malad East, Mumbai 400097

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

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

Product Manager

TVS Credit Services Limited

No 29, Haddows Road,
Jayalakshmi Estate, Nungambakkam,
Chennai, Tamil Nadu - 600006

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the benefit will be paid to the Beneficiary in India.

The claim amount under the policy will be the Sum Assured as mentioned in the Cover Schedule, assuming all payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer reserves its rights to condone the delay on merit for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the life insured/claimant.

The primary documents normally required for processing claims are:

- Intimation of the claim event in writing in the Insurer's format signed by the authorised representative of the Policyholder. This intimation shall include the following:
 - name and other particulars of the concerned member
 - a statement that the claim event has occurred
 - date of claim event



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- place where the claim event occurred (i.e. residence/ hospital etc.) and the full postal address of such place
- cause of claim event

It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.

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

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

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

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

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

19. Free look Provision

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

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In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Certificate of Insurance.

20. Amendment

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

21. Force Majeure

If Insurer performance or any of Insurer obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval by IRDA. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

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



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III. Annexures
1. Annexure (MD): Member Data

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

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

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



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2. Annexure (MU):-**Medical Underwriting Limits:****DOGH: Membership Form cum Declaration of Good Health****MQ: Medical Questionnaire**

Sum Assured	AGE BANDS	
	18-60	61-65
up to 200,000	DOGH	DOGH+MT

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

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3. Annexure (Age Proof) for Valid Age Proof:**List of valid age proofs:**

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

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



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5. Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk
 Kotak Mahindra Old Mutual Life Insurance Co. Ltd.
 Kotak Towers, 7th Floor, Zone IV,
 Building No. 21, Infinity Park, Off Western Express Highway,
 Goregaon Mulund Link Road, Malad East,
 Mumbai 400097
 Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,
 Kotak Towers, 7th Floor, Zone IV,
 Building No. 21, Infinity Park, Off Western Express Highway,
 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:

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

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

List of Insurance Ombudsman

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

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Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, "JeevanNivesh", 5th Floor, Near PanbazarOverbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, KOLKATA-700 072. Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522-2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, PUNE – 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru@gbic.co.in	Office Of The Governing Body Of Insurance Council 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in

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

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

The complaint to the Ombudsman can be made

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



Kotak Mahindra Old Mutual Life Insurance Limited

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 General AK Vaidya Marg, Malad (E), F +91 22 67425650
 Mumbai - 400 097, India http://insurance.kotak.com
 CIN: U66030MH2000PLC128503

Registered Office:
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 G- Block, BKC, Bandra (E),
 Mumbai- 400 051, India



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6. 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.

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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) 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].



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7. 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 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

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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.]



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GROUP INSURANCE CLAIM FORM

COMPLETE IN DUPLICATE - RETAIN COPY FOR YOUR RECORDS
(All sections to be completed)

Single Claim Form

(Incase of Single Claim Please fill Annexure I)

Multiple Claim's Form

(Incase of Multiple Claims Please fill Annexure II)

A. PRODUCT DETAILS (ANNEXURE I & ANNEXURE II)

Kotak Group Assure
(UIN - 107N051V03)

Kotak Group Shield
(UIN - 107N050V03)

Kotak Complete Cover
Group Plan (UIN - 107N018V04)

Kotak Credit Term
Group Plan
(UIN - 107N006V03)

Policy Number :

Name of the Policy Holder :

Address :

Pin Code :

Contact No.:

ANNEXURE I

EMBER DETAILS

Name of the Member :

Residential Address :

Pin Code :

Contact No.:

Date of Birth :

Members ID :

Date of Joining :

Termination date :

Cover Commencement Date :

Outstanding Principle Amount :
as on the Date of Death

C. CLAIM EVENT DETAILS (FOR DEATH CLAIMS ONLY)

If Death:

Date of Death :

Type of Death : Natural

Accidental

Suicide

Murder

Others

(Incase of others please provide details while mentioning the cause of death.)

Cause of Death :

Address of

Place of Death :

D. ADDITIONAL DETAILS (FOR FAMILY BENEFIT CLAIMS OF INSURED FAMILY MEMBER ONLY)

Name of the deceased :

Date of Death:

Relationship with the Member:

E. BENEFIT DETAILS

Bank Account Details (Mandatory)

Name of the Account Holder :

Account Number :

Name of Bank and Branch :

Address to which cheque and confirmation of payment should be sent:

Contact Person :

Email Address :

Contact Number :

Postal Address :

REMARK:

I/We the undersigned, in my/our capacity as (designation).....and duly authorised to make this declaration, hereby declare:

- i. That the person whose death gave rise to this claim has in fact died and was in fact a legitimate member of the Plan on the date of death
- ii. That he/she joined the Group on (date) and he/she was in Good Health on the date of commencement of cover.
- iii. That in the event the claim is admitted, the payment of the proceeds due in respect of the above member in terms of the aforementioned Plan shall represent the full and final discharge of Kotak Mahindra Old Mutual Life Insurance Ltd's liability in respect of that member under the said Plan.

Signed at :this.....day of.....20.....

[Handwritten Signature]

Designation :

Name :

Signature :

Primary documentation required for death claims needs to be attached along with this form

- Original death certificate issued by the Municipal Authority
- Last attending doctor's certificate stating the exact cause of death
- Proof of age (e.g. Birth Certificate, School leaving certificate etc.)
- Proof of membership (e.g. Certified copy of the latest Pay slip, certified copy of membership card etc)
- If death has occurred in a hospital, all case history papers.
- If the death is due to an accident or any other unnatural cause, we require
 - 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
- Beneficiary nomination form if claim is payable to the beneficiary (All BLC claims will be payable only to beneficiary)
- Proof of relationship with member (for family benefit claims only)

(The above mentioned documents are indicative and additional documents may be called for where necessary)

FOR OFFICE USE ONLY

Kotak Mahindra Old Mutual Life Insurance Ltd.

I Confirm that I have checked the details on this form and have satisfied myself that they are correct.

Name :

Designation :

Contact No. :

Email ID :

Signature :

Kotak Mahindra Old Mutual Life Insurance Ltd.

06 March, 2018

To,
Mr. Suresh Gopalakrishnan
Program Manager Insurance
TVS Credit Services Limited
29, Jayalakshmi Estates,
Haddows Road, Nungambakkam,
Chennai, Tamil Nadu - 600006

Policy No: GA000333
Policyholder Name: TVS Credit Services Limited

Sub: Kotak Group Assure (UIN: 107N051V03) Policy Contract Number GA000333

Dear Mr. Suresh,

We thank you for availing of Group Insurance cover under the captioned policy.

We look forward to a long and mutually beneficial relationship.

Your Policy contract is an important legal document and should be kept in a safe custody.

This policy is subject to tax laws prevailing in India.

We are pleased to enclose the following documents with the Policy contract:

- Copy of Proposal Form
- Death Claim Form
- Beneficiary Nomination Form

Please acknowledge the receipt of this Policy document & the enclosures for our record.

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the policy.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on 022-64511556 or write in to us at kli.groupoperations@kotak.com.

Thanking you and assuring you of our best services at all times,

Yours Sincerely,
For **Kotak Mahindra Life Insurance Company Limited.**



Siddharth Raut

Chief Manager – Group Operations

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Registered Office:

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Mumbai - 400 051.

Corporate Office:

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POLICY DOCUMENT

Plan Name	-	Kotak Group Assure
Product UIN	-	107N051V03
Plan Description	-	Reducing Insurance Cover for Groups
Benefit Option	-	Easy Group Assure
Name of Policyholder	-	TVS Credit Services Limited
Client ID of Policyholder	-	77954491
Policy Number	-	GA000333

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I. AGREEMENT & SCHEDULE

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited), (which includes its assigns and successors) (hereinafter called "the Insurer") has received the Proposal Form together with Proposal Acceptance Form, Member Data along with the premium for insurance from the Policyholder named in the Schedule hereto and it has been agreed to by the Policyholder that the said Proposal Form together with the Acceptance Letter, Tender Synopsis, Member Data and underwriting requirements are the basis of this contract of insurance.

The Insurer agrees that, in consideration of the premium received and subject to the terms and conditions of this contract and due receipt of the subsequent premiums if any, as set out in the schedule, it will pay the benefits as mentioned in the schedule, to the beneficiary/ies, on proof to the complete satisfaction of the Insurer

- of the benefits having become payable as set out in the said schedule,
- of the title of the said person(s) claiming payment, and
- of the correctness of the age of the Member as stated in the Member data and/or other documents if not previously admitted.
- of the person whose death/terminal illness/critical illness/permanent accidental disability has resulted in claim being a member as herein defined

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

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

Words and expressions used in this policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or rules/regulations made there under.

References to any enactment are to be construed as referring also to any amendment, re-enactment (whether before or after the date of signing of the policy) or enactment that has replaced the first-mentioned enactment (with or without amendment) and to any regulation or order made under it.

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

This Policy is subject to the tax laws and other legislation prevailing in India, In the event of any amendments to any of the provisions of the said Tax Laws* and/or the legislations, impacting cash flows accruing from this contract, the Insurer reserves the right to revise the premium(s) and / or the benefit(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as reference also to

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any amendment, re-enactment (whether before or after the date of signing of this Policy) or enactment that has replaced the first mentioned enactment (with or without amendment) and to any regulation and / or order made under it.

This Policy shall also be subject to the Regulations, Circulars, Guidelines etc. issued by IRDAI from time-to-time, including IRDAI (Protection of Policyholders' Interest) Regulations, 2017.

Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct appropriate amounts for that purpose from the respective benefits as per the statutory declarations to which the beneficiaries are agreeable.

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

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

The Consolidated Stamp Duty of Rs. 100/- (Rupees One Hundred Only) paid by, Deface 0006030351201718 dated February 23, 2018.


Proper Officer

Kotak Mahindra Life Insurance Company Limited
CIN: U66030MH2000PLC128503, Regd. 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

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SCHEDULE

Policy Details

Policy No.:	GA000333
Name of the Policyholder:	TVS Credit Services Limited
Date of Commencement:	October 15, 2017
Date of Issue:	06, March 2018
Plan Name:	Kotak Group Assure
Plan Options:	Easy Group Assure
Plan Description:	Reducing Insurance Cover for Groups
Participating:	Voluntary
Mode of Payment:	Single
CRM Branch Address	Kotak Life Insurance, Neeladri Building, 2nd Floor, No.9, Cenatoph Road, Teynampet, Chennai - 18.
Name of Broker/Agent	Not Applicable
Broker License No.	Not Applicable
Broker Address	Not Applicable
Broker Contact No.	Not Applicable



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**DEFINITION**

- a) "Act" means Insurance Act, 1938.
- b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.
- c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.
- d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any
- e) "Date of Issue" is the date as mentioned in Schedule when policy comes into effect.
- f) "Date of Commencement" shall mean:
- 1) For Existing Member: It will be same as Date of Issue.
 - 2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.
- g) "Membership Form cum Declaration of Good Health" means declaration provided by the individual Member regarding his medical condition at the time of the entry into the scheme.
- h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- i) "Grace Period" means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy.
- j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.
- k) "IRDA" or "IRDAI" means the Insurance Regulatory and Development Authority which was renamed as Insurance Regulatory and Development Authority of India in the year 2014;

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- l) "Lapsed Policy" means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.
- m) "Life Insured" includes the Member as defined below.
- n) "Member/s" means a person/s:
- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and
 - who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and
 - who has/have availed a loan from with the Policyholder on or after the date of commencement of this Policy towards Commercial Vehicle Loan and such loan is outstanding as on the date of commencement of his/her cover; and
 - who is borrower or co-borrower of the Loan and
 - in respect of whom Member data is provided to the Insurer by the Policyholder as mentioned herein, and
 - who falls within the age range indicated by the Insurer for this Policy
- o) "Moratorium Period" means the period commencing from the date of disbursement of loan, during which the sum assured equals the initial cover amount and, in case the interest is not being paid during the moratorium period, the additional interest accumulated thereon. The cover after Moratorium period shall reduce in line with the cover schedule.
- p) "Non Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- q) "Policyholder" refers to the Master Policyholder.
- r) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance/Cover Schedule issued to each Member on his/ her admission to the scheme.
- s) "Cover Schedule" means is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date as mentioned in the Certificate of Insurance, including coverage for moratorium (with or without accrued interest for moratorium period, as applicable), if any.
- t) "Section 64 VB" – As defined under the Act.

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Details of the Members of the group

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

For Single Premium

Option no.	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	3,00,000	20,00,000	18	65	70

BENEFITS PAYABLE

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

Cover Amount for Basic Life Cover	Outstanding principal Commercial Vehicle Loan of TVSCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 15% Maximum Cover Amount (Rs.): 20,00,000 Minimum Cover Amount (Rs.): 3,00,000
-----------------------------------	---

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

Sum Assured under this plan:

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

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

The event of Death should be intimated to the Insurer preferably within 3 months and in case of failure to intimate within the said period the Insurer reserves its right to seek any relevant/additional documents for processing the claim. The Insurer at its sole discretion may calculate the benefit payable on the death of the Member after verifying the actual date of death.



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**Benefit on Survival:**

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

Benefits available under various plan options:-

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

Option 1:- Easy Group Assure**On Death:**

Sum Assured will be paid.

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

BENEFICIARY

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

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

PREMIUMS PAYABLE

Mode of Premium Payment: Single.

Accepted Premium Rates * (Rate per ` 1,00,000/- of cover)

As per the Annexure- Premium Rate Table

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

Special Conditions, if any:

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.

To comply with this regulation, Policyholder will need to keep a deposit as per Section 64VB, equivalent of approx premium amount due in next month with Insurer. OR Therefore all covers shall commence from the valued credit date in Insurer's account with Policyholder.

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2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.
3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Life Insurance Company Ltd. at Mumbai on 06, March 2018.



Authorised Signatory

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II. TERMS & CONDITIONS

1. Proof of Age

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

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

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

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.

The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

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

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

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

3. Surrender

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

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

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

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In case of Single premiums:

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

In case of Regular premiums,

No Surrender value is available.

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

In case of Single premiums:

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

In case of Regular premiums,

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

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

[^]As per the Cover Schedule issued by the Insurer.

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

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


NOTE:

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

4. Lapse

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

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

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

5. Revival

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

- Revival within 6 months :

The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).

- Revival after 6 months :

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

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

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

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

6. Cover

The Cover for each member is subject to the following:

- Cover shall commence from the date of receipt of premium or fulfilment of underwriting requirements whichever is later.
- Cover shall commence from the contract date of loan by the Member (date of loan agreement), as stated in the Member data submitted by the Policyholder, for non-medical cases.
- For underwritten cases, cover will commence on the acceptance of risk by the Insurer post completion of Medical requirements. For administrative convenience the date of commencement of loan would be from the contract date of loan, not being more than 1 month. Minimum Cover equal to Non Medical Limit (NML) would be provided to each member of the Policy.
- On the basis of the disclosures made by the Member in the underwriting requirements, the Insurer may at its discretion call for additional information, decline cover or accept with/without health loadings on premiums or any other terms and conditions.

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- Cover shall be restricted to the amount described under the Section of this Policy Contract, titled Benefits Payable;
- Cover shall be declined as a result of failure to provide satisfactory Evidence of Good Health* as required under this policy.

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

7. Fraud/Misrepresentation

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

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

8. Incontestability

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

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

The Policyholder shall obtain from the Members and submit the nominee(s) details to the Insurer along with the Member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. The nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination done by the Member.

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

11. Policyholder Covenants

The Policyholder agrees to apply its prescribed norms and procedures for assessing the cover applications and apply its stipulated credit recovery procedures thereon, regardless of whether or not cover is sought on the lives of its borrowers. The Insurer reserves with it the right to call for the guidelines of the Policyholder's credit criteria at any time, and the Policyholder



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shall supply the same to the Insurer within the time limits if any specified therein. The Policyholder (or any of its affiliated organization / entity) in its capacity as Group Organizer / Group Manager, with whatsoever nomenclature may be, is prohibited from collecting any amount other than the insurance premium payable to the Insurers with regard to the underlying Group Insurance..

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

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

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

- a) Name of the Policyholder
- b) Policy No.
- c) Name of the Member
- d) Date of Commencement of Risk
- e) Sum Assured for the Member
- f) Original Amount of Loan
- g) Recoveries made by the Policyholder towards the loan
- h) Outstanding Loan Balance as on the date of contingent event.
- i) Balance Claim Amount

In terms of **Regulation 19(3) of IRDAI (Protection of Policyholders' Interests) Regulations, 2017**, the Policyholder shall assist the Insurer, if the Insurer so requires, in the prosecution of a proceeding or in the matter of recovery of claims which the Insurer has against the third parties.

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

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

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

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12. Death due to suicide

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

Discontinuance

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

14. Termination of Cover

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

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

15. Member Data

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

As mentioned above, the Policyholder shall submit the Member Data by the Monthly, 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.



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16. Electronic Transactions

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

17. Notice

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

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

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

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

Program Manager Insurance
TVS Credit Services Limited
29, Jayalakshmi Estates,
Haddows Road, Nungambakkam,
Chennai, Tamil Nadu - 600006

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the benefit will be paid to the Beneficiary in India.

The claim amount under the policy will be the Sum Assured as mentioned in the Cover Schedule, assuming all payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer reserves its rights to condone the delay on merit for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the life insured/claimant.

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The primary documents normally required for processing claims are:

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

It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.

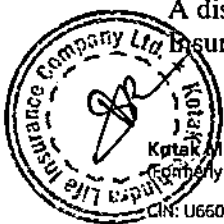
- Proof of age of the Member (refer Annexure "Age Proof" for details)
- Original Certificate of Insurance (COI)
- Original Membership Form cum Declaration of Good Health (DOGH)
- Last attending doctor's certificate stating the exact cause of claim event.
- Medical certificate certifying, in clear terms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

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.



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Corporate Office:
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19. Free look Provision

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

In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Certificate of Insurance.

20. Amendment

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

21. Force Majeure

If Insurer performance or any of Insurer obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval by IRDAI. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

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



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III. Annexures

Annexure (MD): Member Data

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

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

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



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Annexure (MU):-
2. Medical Underwriting Limits:
DOGH: Membership Form cum Declaration of Good Health
MQ: Medical Questionnaire

Sum Assured	AGE BANDS				
	18-40	41-50	51-55	56-60	61-65
up to 500,000	DOGH	DOGH	DOGH	DOGH	DOGH+MT
500,001 - 750,000	DOGH	DOGH	DOGH	DOGH+MT	DOGH+MT
750,001 - 1,500,000	DOGH	DOGH	DOGH+MT	DOGH+MT	DOGH+MT
1,500,001 - 2,000,000	DOGH	DOGH+MT	DOGH+MT	DOGH+MT	DOGH+MT

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



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3. Annexure (Age Proof) for Valid Age Proof:

List of valid age proofs:

- Birth Certificate/
- School / College Leaving Certificate, provided – it specifies Date of Birth, States that Date of Birth is extracted from School / College Records, Stamped and signed by College / School
- Passport
- Driving license
- PAN Card
- Ration Card, which specifies the Date of Issue of the Ration Card and the Date of Birth or Age of the Life to be Insured
- Election ID card (also called voters ID) issued by the Election Commission of India can be accepted as valid age proof provided it was issued at least 2 years before the date of the insurance proposal.
- 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.



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5. Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk

Kotak Mahindra Life Insurance Company Ltd.

Kotak Towers, 7th Floor, Zone IV,

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

Goregaon Mulund Link Road, Malad East,

Mumbai 400097

Telephone:022-64511556 (Monday-Friday (excluding public holidays) between 10.00 a.m. to 6.00 p.m)

Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,

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

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

Email ID: complaints@irda.gov.in

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Telangana

Fax No: 91- 40 – 6678 9768

4. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address given below for your grievances as specified under the Insurance Ombudsman Rules 2017.

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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, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.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@ecoi.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@ecoi.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: BimalokpalJaipur@ecoi.co.in</p>

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<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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.co.in</p>

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 provisions of Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made
 - Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - Within a period of one year from the date of rejection by the Insurer
 - If it is not simultaneously under any litigation.



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Koi hai... hamesha

6. Annexure : Simplified Version of Section 39

Section 39 - Nomination by Policyholder

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

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

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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 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.]



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**7. Annexure: Simplified Version of Section 45****Section 45 - Policy shall not be called in question on the ground of mis-statement after three years**

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

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

02. On the ground of fraud, a Policy of Life Insurance may be called in question within 3 years from
 - a. the date of issuance of Policy or
 - b. the date of commencement of risk or
 - c. the date of revival of Policy or
 - d. the date of rider to the Policywhichever is later.

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

03. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance Policy:
 - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
 - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
 - c. Any other act fitted to deceive; and
 - d. Any such act or omission as the law specifically declares to be fraudulent.

04. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.

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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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GROUP INSURANCE CLAIM FORM

 COMPLETE IN DUPLICATE - RETAIN COPY FOR YOUR RECORDS
 (All sections to be completed)

 Single Claim Form
 (Incase of Single Claim Please fill Annexure I)

 Multiple Claim's Form
 (Incase of Multiple Claims Please fill Annexure II)

A. PRODUCT DETAILS (ANNEXURE I & ANNEXURE II)
 Kotak Group Assure
 (UIN - 107N051V03)

 Kotak Group Shield
 (UIN - 107N050V03)

 Kotak Complete Cover
 Group Plan (UIN - 107N018V04)

 Kotak Credit Term
 Group Plan
 (UIN - 107N006V03)

Policy Number : _____

Name of the Policy Holder : _____

Address : _____

Pin Code : _____

Contact No.: _____

ANNEXURE I
MEMBER DETAILS

Name of the Member

TITLE

First Name

Middle Name

Last Name

Residential Address : _____

Pin Code : _____

Contact No.: _____

Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Members ID : _____

Date of Joining

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Termination date : _____

 Cover Commencement
 Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Outstanding Principle Amount :
 as on the Date of Death : _____

C. CLAIM EVENT DETAILS (FOR DEATH CLAIMS ONLY)

If Death:

Date of Death :

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Type of Death :

 Natural

 Accidental

 Suicide

 Murder

 Others

(Incase of others please provide details while mentioning the cause of death.)

Cause of Death : _____

 Address of
 Place of Death : _____

D. ADDITIONAL DETAILS (FOR FAMILY BENEFIT CLAIMS OF INSURED FAMILY MEMBER ONLY)

Name of the deceased

TITLE

First Name

Middle Name

Last Name

Date of Death:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Relationship with the Member: _____

E. BENEFIT DETAILS
Bank Account Details (Mandatory)

Name of the Account Holder : _____

Account Number : _____

Name of Bank and Branch : _____

Address to which cheque and confirmation of payment should be sent:

Contact Person : _____

Email Address : _____

Contact Number : _____

Postal Address : _____

REMARK: _____

I/We the undersigned, in my/our capacity as (designation).....and duly authorised to make this declaration, hereby declare:

- i. That the person whose death gave rise to this claim has in fact died and was in fact a legitimate member of the Plan on the date of death
- ii. That he/she joined the Group on (date)..... and he/she was in Good Health on the date of commencement of cover.
- iii. That in the event the claim is admitted, the payment of the proceeds due in respect of the above member in terms of the aforementioned Plan shall represent the full and final discharge of Kotak Mahindra Old Mutual Life Insurance Ltd's liability in respect of that member under the said Plan.

Signed at :this.....day of.....20.....

**OFFICIAL
COMPANY
STAMP**

Designation :

Name :

Signature :

Primary documentation required for death claims needs to be attached along with this form

- Original death certificate issued by the Municipal Authority
- Last attending doctor's certificate stating the exact cause of death
- Proof of age (e.g. Birth Certificate, School leaving certificate etc.)
- Proof of membership (e.g. Certified copy of the latest Pay slip, certified copy of membership card etc.)
- If death has occurred in a hospital, all case history papers.
- If the death is due to an accident or any other unnatural cause, we require
 - 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
- Beneficiary nomination form if claim is payable to the beneficiary (All BLC claims will be payable only to beneficiary)
- Proof of relationship with member (for family benefit claims only)

(The above mentioned documents are indicative and additional documents may be called for where necessary)

FOR OFFICE USE ONLY

Kotak Mahindra Old Mutual Life Insurance Ltd.

I Confirm that I have checked the details on this form and have satisfied myself that they are correct.

Name :

Designation :

Contact No. : Email ID :

Signature :

Kotak Mahindra Old Mutual Life Insurance Ltd.

Kotak Mahindra Old Mutual Life Insurance Ltd. Regn. No.: 107, Regd. Office: 4th Floor, Vinay Bhavia Complex, 159-A, C.S.T Road, Colina, Santacruz (E), Mumbai-400 098
<http://insurance.kotak.com/> Toll Free No. 1800 209 8800
Insurance is the subject matter of solicitation.

Form No. 302058

15 March, 2019

To,
Mr. P. Venkatbabu
Chife Manager
TVS Credit Services Limited
No.29, Haddows Road
Nungabakkam
Chennai, Tamil Nadu-600006

Policy No: GA000391
Policyholder Name: TVS Credit Services Limited

Sub: Kotak Group Assure (UIN: 107N051V03) Policy Contract Number GA000391

Dear Mr. ,

We thank you for availing of Group Insurance cover under the captioned policy.

We look forward to a long and mutually beneficial relationship.

Your Policy contract is an important legal document and should be kept in a safe custody.

This policy is subject to tax laws prevailing in India.

We are pleased to enclose the following documents with the Policy contract:

- Copy of Proposal Form
- Death Claim Form
- Beneficiary Nomination Form

Please acknowledge the receipt of this Policy document & the enclosures for our record.

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the policy.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on 18001207856 or write in to us at kli.groupoperations@kotak.com.

Thanking you and assuring you of our best services at all times,

Yours Sincerely,

For Kotak Mahindra Life Insurance Company Limited.

Siddharth Raut
Chief Manager – Group Operations

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Registered Office:

2nd Floor,
Plot # C- 12,
G- Block, BKC, Bandra (E),
Mumbai - 400 051.

Corporate Office:

7th Floor, Kotak Infinity, Bldg. No. 21,
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POLICY DOCUMENT

Plan Name - **Kotak Group Assure**
Product UIN - **107N051V03**
Plan Description - **Reducing Insurance Cover for Groups**
Benefit Option - **Easy Group Assure**
Name of Policyholder - **TVS Credit Services Limited**
Client ID of Policyholder - **07099655**
Policy Number - **GA000391**

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Kotak Group Assure (Joint Life) Office:

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Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

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I. AGREEMENT & SCHEDULE

Kotak Mahindra Life Insurance Company Limited (formerly known as Kotak Mahindra Old Mutual Life Insurance Limited), (which includes its assigns and successors) (hereinafter called "the Insurer") has received the Proposal Form together with Proposal Acceptance Form, Member Data along with the premium for insurance from the Policyholder named in the Schedule hereto and it has been agreed to by the Policyholder that the said Proposal Form together with the Acceptance Letter, Tender Synopsis, Member Data and underwriting requirements are the basis of this contract of insurance.

The Insurer agrees that, in consideration of the premium received and subject to the terms and conditions of this contract and due receipt of the subsequent premiums if any, as set out in the schedule, it will pay the benefits as mentioned in the schedule, to the beneficiary/ies, on proof to the complete satisfaction of the Insurer

- of the benefits having become payable as set out in the said schedule,
- of the title of the said person(s) claiming payment, and
- of the correctness of the age of the Member as stated in the Member data and/or other documents if not previously admitted.
- of the person whose death/terminal illness/critical illness/permanent accidental disability has resulted in claim being a member as herein defined

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

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

Words and expressions used in this policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or rules/regulations made there under.

References to any enactment are to be construed as referring also to any amendment, re-enactment (whether before or after the date of signing of the policy) or enactment that has replaced the first-mentioned enactment (with or without amendment) and to any regulation or order made under it.

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

This Policy is subject to the tax laws and other legislation prevailing in India, In the event of any amendments to any of the provisions of the said Tax Laws* and/or the legislations, impacting cash flows accruing from this contract, the Insurer reserves the right to revise the premium(s) and / or the benefit(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as reference also to any amendment, re-enactment (whether before or after the date of signing of this Policy) or enactment that has replaced the first mentioned enactment (with or without amendment) and to any regulation and / or order made under it.

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Kotak Group Assure
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This Policy shall also be subject to the Regulations, Circulars, Guidelines etc. issued by IRDAI from time-to-time, including IRDAI (Protection of Policyholders' Interest) Regulations, 2017.

Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct appropriate amounts for that purpose from the respective benefits as per the statutory declarations to which the beneficiaries are agreeable.

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

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

The stamp duty of Rs.100 (Rupees One Hundred Only) is affixed to this instrument out of the consolidated stamp duty of Rs.1,00,00,000/- (Rupees One Crore Only) deposited with the additional controller of stamps, Mumbai, vide Letter of Authority no. CSD/339/2019/706/19 dated February 20, 2019.



Kotak Mahindra Life Insurance Company Limited
CIN: U66030MH2000PLC128503, Regd. 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

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Kotak Group Assure

Registered Office:
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<http://insurance.kotak.com>

SCHEDULE

Policy Details

Policy No.:	GA000391
Name of the Policyholder:	TVS Credit Services Limited
Date of Commencement:	January 01, 2019
Date of Issue:	March 15, 2019
Plan Name:	Kotak Group Assure
Plan Options:	Easy Group Assure
Plan Description:	Reducing Insurance Cover for Groups
Participating:	No
Mode of Payment:	Single
CRM Branch Address –	KotakLifeInsurance, Neeladri Building, 2nd Floor, No.9, Cenatoph Road, Teynampet, chennai-18.
Name of Broker/Agent	Not Applicable
Broker License No.	Not Applicable
Broker Address	Not Applicable
Broker Contact No.	Not Applicable



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DEFINITION

- a) "Act" means Insurance Act, 1938.
- b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.
- c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.
- d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any
- e) "Date of Issue" is the date as mentioned in Schedule when policy comes into effect.
- f) "Date of Commencement" shall mean:
 - 1) For Existing Member: It will be same as Date of Issue.
 - 2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.
- g) "Membership Form cum Declaration of Good Health" means declaration provided by the individual Member regarding his medical condition at the time of the entry into the scheme.
- h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- i) "Grace Period" means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy.
- j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.
- k) "IRDA" or "IRDAI" means the Insurance Regulatory and Development Authority which was renamed as Insurance Regulatory and Development Authority of India in the year 2014;



Kotak Mahindra Life Insurance Company Limited
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Registered Office: Kotak Group Assure

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- l) "Lapsed Policy" means a Policy which has been terminated for non-payment of premiums where premium is not paid within grace period.
- m) "Life Insured" includes the Member as defined below.
- n) "Member/s" means a person/s:
- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and
 - who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and
 - who has/have availed a loan from with the Policyholder on or after the date of commencement of this Policy towards Personal Loan and such loan is outstanding as on the date of commencement of his/her cover; and
 - who is borrower or co-borrower of the Loan and
 - in respect of whom Member data is provided to the Insurer by the Policyholder as mentioned herein, and
 - who falls within the age range indicated by the Insurer for this Policy
- o) "Moratorium Period" means the period commencing from the date of disbursement of loan, during which the sum assured equals the initial cover amount and, in case the interest is not being paid during the moratorium period, the additional interest accumulated thereon. The cover after Moratorium period shall reduce in line with the cover schedule.
- p) "Non Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- q) "Policyholder" refers to the Master Policyholder.
- r) "Sum Assured" means the loan amount outstanding at the beginning of the policy month during which the death occurs, as specified in the Certificate of Insurance/Cover Schedule issued to each Member on his/ her admission to the scheme.
- s) "Cover Schedule" means is a schedule decided between the Insurer and the Policyholder, giving the details of the cover amount amortised at the specified rate of interest in the period between the cover commencement date and cover termination date as mentioned in the Certificate of Insurance, including coverage for moratorium (with or without accrued interest for moratorium period, as applicable), if any.
- t) "Section 64 VB" – As defined under the Act.



Kotak Mahindra Life Insurance Company Limited
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CIN: U66030MH2000PLC128503

Regional Office - Assure

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Details of the Members of the group

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

For Single Premium

Option no.	Option	Min. Sum Assured (Rs.)	Max. Sum Assured (Rs.)	Min. Entry Age	Max. Entry Age	Max Maturity Age
1	Easy Group Assure	20,000	1,00,000	18	60	63

BENEFITS PAYABLE

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

Cover Amount for Basic Life Cover	<p>Outstanding principal Personal Loan of TVSCSL at the time of death as per the cover schedule provided by Kotak Life Insurance (KLI) subject to interest rate not being more than 25%</p> <p>Maximum Cover Amount (Rs.): 100,000 Minimum Cover Amount (Rs.): 20,000</p>
-----------------------------------	---

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



Kotak Mahindra Life Insurance Company Limited
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Sum Assured under this plan:

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

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

The event of Death should be intimated to the Insurer preferably within 3 months and in case of failure to intimate within the said period the Insurer reserves its right to seek any relevant/additional documents for processing the claim. The Insurer at its sole discretion may calculate the benefit payable on the death of the Member after verifying the actual date of death.

Benefit on Survival:

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

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

Benefits available under various plan options:-

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

Option 1:- Easy Group Assure

On Death:

Sum Assured will be paid.

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

BENEFICIARY

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

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

Kotak Mahindra Life Insurance Company Limited
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CIN: U66030MH2000PLC128503

Regional Group Assure

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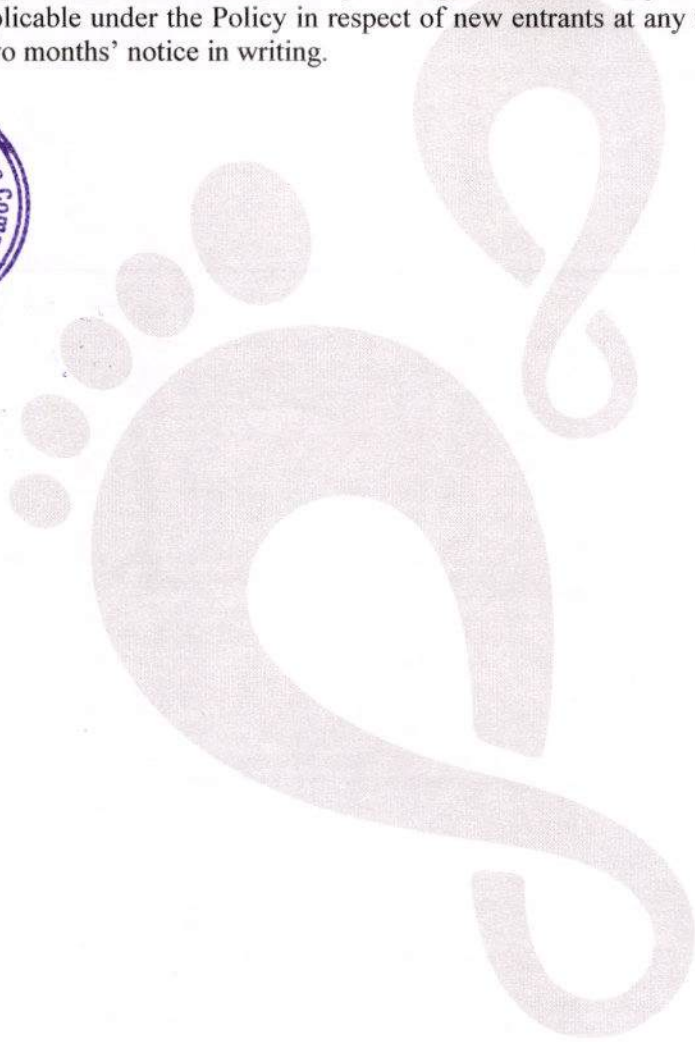
PREMIUMS PAYABLE

Mode of Premium Payment: Single.

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

As per the Annexure- Premium Rate Table

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



Kotak Mahindra Life Insurance Company Limited
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CIN: U66030MH2000PLC128503

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Special Conditions, if any:

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.

To comply with this regulation, Policyholder will need to keep a deposit as per Section 64VB, equivalent of approx premium amount due in next month with Insurer. OR Therefore all covers shall commence from the valued credit date in Insurer's account with Policyholder.

2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.
3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Life Insurance Company Ltd. at Mumbai on 15, March 2019.



Authorised Signatory

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Kotak Group Assure

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II. TERMS & CONDITIONS

1. Proof of Age

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

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

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

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.

The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

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

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

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

3. Surrender

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

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



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Mumbai - 400 051.

Corporate Office:

7th Floor, Kotak Infinity, Bldg. No. 21,
Infinity Park, Off W. E. Highway,
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Surrender Value in case of surrender after the free look period* would be:

In case of Single premiums:

Surrender Value = 75% × Single premium

× (Outstanding Cover Term[^]/Cover Term[^])

× (Outstanding Cover Amount[^]/Total Cover Amount[^])

In case of Regular premiums,

No Surrender value is available.

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

In case of Single premiums:

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

In case of Regular premiums,

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

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

[^]As per the Cover Schedule issued by the Insurer.

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

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

NOTE:

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

4. Lapse

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

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

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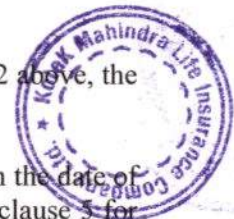
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In case the Member cover is not revived within the aforesaid period, the same shall stand terminated.

5. Revival

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

- Revival within 6 months :

The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).

- Revival after 6 months :

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

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

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

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

6. Cover

The Cover for each member is subject to the following:

- Cover shall commence from the date of receipt of premium or fulfilment of underwriting requirements whichever is later.
- Cover shall commence from the contract date of loan by the Member (date of loan agreement), as stated in the Member data submitted by the Policyholder, for non-medical cases.
- For underwritten cases, cover will commence on the acceptance of risk by the Insurer post completion of Medical requirements. For administrative convenience the date of commencement of loan would be from the contract date of loan, not being more than 1 month. Minimum Cover equal to Non Medical Limit (NML) would be provided to each member of the Policy.
- On the basis of the disclosures made by the Member in the underwriting requirements, the Insurer may at its discretion call for additional information, decline cover or accept with/without health loadings on premiums or any other terms and conditions.



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- Cover shall be restricted to the amount described under the Section of this Policy Contract, titled Benefits Payable;
- Cover shall be declined as a result of failure to provide satisfactory Evidence of Good Health* as required under this policy.

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

7. Fraud/Misrepresentation

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

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

8. Incontestability

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

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

The Policyholder shall obtain from the Members and submit the nominee(s) details to the Insurer along with the Member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. The nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination done by the Member.

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

11. Policyholder Covenants

The Policyholder agrees to apply its prescribed norms and procedures for assessing the cover applications and apply its stipulated credit recovery procedures thereon, regardless of whether or not cover is sought on the lives of its borrowers. The Insurer reserves with it the right to

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call for the guidelines of the Policyholder's credit criteria at any time, and the Policyholder shall supply the same to the Insurer within the time limits if any specified therein. The Policyholder (or any of its affiliated organization / entity) in its capacity as Group Organizer / Group Manager, with whatsoever nomenclature may be, is prohibited from collecting any amount other than the insurance premium payable to the Insurers with regard to the underlying Group Insurance..

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

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

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

- a) Name of the Policyholder
- b) Policy No.
- c) Name of the Member
- d) Date of Commencement of Risk
- e) Sum Assured for the Member
- f) Original Amount of Loan
- g) Recoveries made by the Policyholder towards the loan
- h) Outstanding Loan Balance as on the date of contingent event.
- i) Balance Claim Amount

In terms of **Regulation 19(3) of IRDAI (Protection of Policyholders' Interests) Regulations, 2017**, the Policyholder shall assist the Insurer, if the Insurer so requires, in the prosecution of a proceeding or in the matter of recovery of claims which the Insurer has against the third parties.

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

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

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



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12. Death due to suicide

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

13. Discontinuance

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

14. Termination of Cover

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

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

15. Member Data

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

As mentioned above, the Policyholder shall submit the Member Data by the Monthly, 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.

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16. Electronic Transactions

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

17. Notice

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

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

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

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

Chife Manager
TVS Credit Services Limited
No.29, Haddows Road
Nungabakkam
Chennai, Tamil Nadu-600006

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the benefit will be paid to the Beneficiary in India.

The claim amount under the policy will be the Sum Assured as mentioned in the Cover Schedule, assuming all payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer reserves its rights to condone the delay on payment for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the life insured/claimant.

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The primary documents normally required for processing claims are:

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

It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.

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

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.



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19. Free look Provision

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

In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Certificate of Insurance.

20. Amendment

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

21. Force Majeure

If Insurer performance or any of Insurer obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval by IRDAI. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

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



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III. Annexures

Annexure (MD): Member Data

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

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

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



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3. Annexure (Age Proof) for Valid Age Proof:

List of valid age proofs:

- Birth Certificate/
- School / College Leaving Certificate, provided – it specifies Date of Birth, States that Date of Birth is extracted from School / College Records, Stamped and signed by College / School
- Passport
- Driving license
- PAN Card
- Ration Card, which specifies the Date of Issue of the Ration Card and the Date of Birth or Age of the Life to be Insured
- Election ID card (also called voters ID) issued by the Election Commission of India can be accepted as valid age proof provided it was issued at least 2 years before the date of the insurance proposal.
- 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.



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5. Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk

Kotak Mahindra Life Insurance Company Ltd.

Kotak Towers, 7th Floor, Zone IV,

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

Goregaon Mulund Link Road, Malad East,

Mumbai 400097

Telephone: 18001207856 (Monday-Friday (excluding public holidays) between 10.00 a.m. to 6.00 p.m)

Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,

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

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

Email ID: complaints@irda.gov.in

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

9th floor, United India Towers, Basheerbagh

Hyderabad – 500 029, Telangana

Fax No: 91- 40 – 6678 9768



4. In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address given below for your grievances as specified under the Insurance Ombudsman Rules 2017.

Kotak Mahindra Life Insurance Company Limited
(Formerly known as Kotak Mahindra Old Mutual Life Insurance Limited)

CIN: U66030MH2000PLC128503

Kotak Group Assure

2nd Floor,

Plot # C- 12,

G- Block, BKC, Bandra (E),

Mumbai - 400 051.

Corporate Office:

7th Floor, Kotak Infinity, Bldg. No. 21,

Infinity Park, Off W. E. Highway,

General AK Vaidya Marg, Malad (E),

Mumbai - 400 097, India.

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F +91 22 67425649 / 50

<http://insurance.kotak.com>

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, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.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@ecoi.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@ecoi.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@ecoi.co.in</p>



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<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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.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@ecoi.co.in</p>

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 provisions of Insurance Ombudsman Rules, 2017, the complaint to the Ombudsman can be made
 - Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
 - Within a period of one year from the date of rejection by the Insurer
 - If it is not simultaneously under any litigation.



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1. Annexure : Simplified Version of Section 39

Section 39 - Nomination by Policyholder

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

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



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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 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.]



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2. Annexure: Simplified Version of Section 45

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

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

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

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

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

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



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June 15, 2017

To,
Mr. Suresh Gopalakrishnan
Product Manager
TVS Credit Services Limited
No 29, Haddows Road,
Jayalakshmi Estate, Nungambakkam,
Chennai, Tamil Nadu – 600006

Policy No: GS000300
Policyholder Name: TVS Credit Services Limited

Sub: Kotak Group Shield (UIN: 107N050V03) Policy Contract Number GS000300

Dear Mr. Gopalakrishnan,

We thank you for availing of Group Insurance cover under the captioned policy.

We look forward to a long and mutually beneficial relationship.

Your Policy contract is an important legal document and should be kept in a safe custody.

This policy is subject to tax laws prevailing in India.

We are pleased to enclose the following documents with the Policy contract:

- Copy of Proposal Form
- Death Claim Form
- Beneficiary Nomination Form

Please acknowledge the receipt of this Policy document & the enclosures for our record.

In case you are not agreeable to any of the provisions stated in the policy, or you observe any discrepancies in the member data enclosed with the Policy contract, then you have the option of returning the policy to us stating the reasons thereof within 15 days from the date of the receipt of the policy.

In case you require any further clarification or any assistance in connection with this policy kindly contact the undersigned on **022-64511556** or write in to us at kli.groupoperations@kotak.com.

Thanking you and assuring you of our best services at all times,

Yours Sincerely,

For Kotak Mahindra Old Mutual Life Insurance Ltd.


Siddharth Raut

Chief Manager – Group Operations

Kotak Mahindra Old Mutual Life Insurance Limited

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POLICY DOCUMENT

Plan Name	-	Kotak Group Shield
Product UIN	-	107N050V03
Plan Description	-	Level Insurance Cover for Groups
Benefit Option	-	Easy Group Shield
Name of Policyholder	-	TVS Credit Services Limited
Client ID of Policyholder	-	63198477
Policy Number	-	GS000300
Broker Licence No.	-	Not Applicable
Broker Name	-	Not Applicable
Broker Address	-	Not Applicable
Broker Contact number	-	Not Applicable



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I. AGREEMENT & SCHEDULE

Kotak Mahindra Old Mutual Life Insurance Limited, (which includes its assigns and successors) (hereinafter called "the Insurer") has received the Proposal Form together with Proposal Acceptance Form, Member Data along with the premium for insurance from the Policyholder named in the Schedule hereto and it has been agreed to by the Policyholder that the said Proposal Form together with the Acceptance Letter, Tender Synopsis, Member Data and underwriting requirements are the basis of this contract of insurance.

The Insurer agrees that, in consideration of the premium received and subject to the terms and conditions of this contract and due receipt of the subsequent premiums if any, as set out in the schedule, it will pay the benefits as mentioned in the schedule, to the beneficiary/ies, on proof to the complete satisfaction of the Insurer

- of the benefits having become payable as set out in the said schedule,
- of the title of the said person(s) claiming payment, and
- of the correctness of the age of the member as stated in the member data and/or other documents if not previously admitted.
- of the person whose death/ terminal illness/ critical illness/permanent accidental disability has resulted in claim being a member as herein defined.

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

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

Words and expressions used in this policy but not defined herein shall, unless the context specifies otherwise, have the same meaning as defined in the Insurance Act, 1938 and/or rules/regulations made there under.

References to any enactment are to be construed as referring also to any amendment, re-enactment (whether before or after the date of signing of the policy) or enactment that has replaced the first-mentioned enactment (with or without amendment) and to any regulation or order made under it.

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

This Policy is subject to the tax laws and other legislation prevailing in India. In the event of any amendments to any of the provisions of the said Tax Laws* and/or the legislations, impacting cash flows accruing from this contract, the Insurer reserves the right to revise the premium(s) and / or the benefit(s) under this Policy and/or modify the terms and conditions entailed in this Contract. References to any enactment are to be construed as reference also to any amendment, re-enactment (whether before or after the date of signing of this Policy) or enactment that has replaced the first



mentioned enactment (with or without amendment) and to any regulation and / or order made under it.

Where the Insurer is liable to deduct any tax, levy or any other duties on the benefits to be made under this Policy pursuant to any directive from the Government or any competent authority, the Insurer shall deduct appropriate amounts for that purpose from the respective benefits as per the statutory declarations to which the beneficiaries are agreeable.

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

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

The Consolidated Stamp Duty of Rs. 100/- (Rupees One Hundred Only) paid by Deface No 0000885662201718, Vide Receipt date May 19, 2017.



Proper Officer

SCHEDULE**Policy Details**

Policy No.:	GS000300
Name of the Policyholder:	TVS Credit Services Limited
Date of Commencement:	May 15, 2017
Date of Issue:	15, June 2017
Plan Name:	Kotak Group Shield
Plan Options:	Easy Group Shield
Plan Description:	Level Insurance Cover for Groups
Participating:	Voluntary
Mode of Payment	Annual



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DEFINITION

- a) "Act" means Insurance Act, 1938.
- b) "Age" refers to the age last birthday of the Life Assured and Beneficiary, as the case may be.
- c) "Policy Renewal Date" means the date in any calendar year, subsequent to the year in which the Policy comes into effect, corresponding numerically with the Policy Commencement date in that relevant subsequent year.
- d) "Beneficiary" Means, the Member; or the nominee; or the legal heir of the Member or the nominee, as the case may be. Provided that, subject to the applicable laws, if the Member has authorized the Insurer to pay the benefits under the Policy to the Policyholder to the extent of loan outstanding as on date of contingent event, the Policyholder shall be deemed to be a Beneficiary to that extent in preference to other Beneficiaries, if any.
- e) "Date of Issue" is the date as mentioned in Schedule, when Policy comes into effect.
- f) "Date of Commencement" shall mean:
- 1) For Existing Member: It will be same as Date of Issue.
 - 2) For New entrants: The date of receipt of Member data and date of realization of premium, whichever is later.
- g) "Membership Form cum Declaration of Good Health" means declaration provided by the Member regarding his medical condition at the time of the entry into the scheme.
- h) "Free cover Limit" means the amount of cover granted on the life of the Member without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- i) "Grace Period" means the time granted by the Insurer from the due date of payment of premium, without any penalty/late fee, during which time the Policy is considered to be in-force with the risk cover without any interruption as per the terms of the Policy.
- j) "Group" means a group of Members who assemble together with a purpose of engaging in a common economic activity and not formed with the main purpose of availing insurance cover. Such members are accepted by the Insurer as constituting a Group for the purposes of this Policy.
- k) "Group Member" means Member as defined below
- 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.
- o) "Member/s" means a person/s:



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- who has/have opted for insurance under this policy and for whom the premiums as herein specified have been paid to the Insurer, and
 - who is/are in good health and wherever required as per the understanding has/have duly completed and submitted the Membership Form cum Declaration of Good Health (Evidence of Good Health), in the Insurer's format to the Policyholder or has undergone medical examination, as per **Annexure MU**, and the Insurer has agreed to provide cover to him/her on the basis results of medical examination and such other evaluation as the Insurer, may deem fit, and
 - who has met the Insurer's underwriting requirements(as applicable to the group)
 - in respect of whom member data has been provided to the Insurer by the Policyholder as mentioned herein, and
 - who fall within the age range indicated by the Insurer for this policy,
- p) "Non-Medical Limit" means the amount of the Sum Assured granted on the life of the Member on submission of declaration of good health and without undergoing any medical examination/underwriting as per the underwriting rules of the Insurer.
- q) Policyholder refers to the Master Policyholder.
- r) "Sum Assured" means the original loan amount disbursed by the lending institution or the cover opted for by the Member at inception of the cover.
- s) "Section 64 VB" – As defined under the Act.

Details of the members of the group

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

For Regular Premium

Option No.	Options	Minimum Sum Assured (Rs)	Maximum Sum Assured (Rs)	Minimum Entry Age (years)	Maximum Entry Age (years)	Maximum Maturity Age (years)
1	Easy Group Shield	50,000	2,00,000	18	60	65

BENEFITS PAYABLE

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

Cover Amount for Basic Life Cover	Equal to the original loan amount disbursed by the lending institution or the cover opted for by the member at inception of the cover, which ever is lower. Maximum Cover Amount (Rs.): 2,00,000 Minimum Cover Amount (Rs.): 50,000
-----------------------------------	---

The Sum Assured will be equal to the initial cover amount chosen by the Member and will remain flat throughout the term of the contract.

In all cases the Sum Assured under the Policy shall be paid to the Beneficiary.

Benefit on Survival:

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

Benefits available under various plan options:-

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

Option 1:- Easy Group Shield

On Death:

Sum Assured will be paid.

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

BENEFICIARY

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

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

PREMIUMS PAYABLE

Mode of Premium Payment: Annual Premium

Accepted Premium Rates * (Rate per Rs 1,000/- of cover)

As per the Annexure- Premium Rate Table

*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. 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.



Kotak Mahindra Old Mutual Life Insurance Limited

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Special Conditions, if any:

1. As per the Insurance regulations, no cover shall be extended to any person(s) unless the premium due for such cover has been received in advance by the insurance Insurer.

To comply with this regulation, Policyholder will need to keep a deposit as per Section 64VB, equivalent of approx premium amount due in next month with Insurer.

2. Rates will be reviewed after 12 months after the commencement of Policy unless revised earlier as envisaged aforesaid under clause Premium payable. This will be applicable for new Members only and will be based on preapproved premium tables by IRDA.
3. It has been mutually agreed between the Policyholder and the Insurer that participation mode is voluntary for all existing and future new members.

Signed for and on behalf of Kotak Mahindra Old Mutual Life Insurance Ltd. at Mumbai on 15, June 2017



Authorised Signatory

Kotak Mahindra Old Mutual Life Insurance Limited

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II. TERMS & CONDITIONS**1. Proof of Age**

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

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

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

However, where a member's correct age as at the date of commencement of his/her cover falls within the age range herein mentioned, the Insurer will consider and settle such a claim subject to all other terms and conditions as provided herein.

The Insurer may call for proof of age from the Policyholder or the concerned Member/Life Insured and the Policyholder or Member must provide the same when required.

2. Payment of Premiums

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

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

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

3. Surrender

Surrender Value would become payable under the following circumstances on voluntary surrender of insurance cover by the insured member.

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

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Surrender Value in case of surrender after the freelook period* would be:**In case of Single premiums:**

Surrender Value = 75% × Single premium
× (Outstanding Cover Term[^]/Cover Term[^])

In case of Regular premiums,

No Surrender value is available.

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

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

In case of Regular premiums,

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

Where “Term to next premium payment” means the number of days until the client is due to pay another premium; “Term between premium payments” means the number of days between scheduled premium payments

[^]As per the Cover Schedule issued by the Insurer

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

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

NOTE:

In case of Surrender of the Policy by the Policyholder or foreclosure of loan by the Member or transfer of loan to another company by the Members, the cover shall continue till the end of the contracted term, unless expressly surrendered by the Member.

4. Lapse

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

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

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

5. Revival

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

- Revival within 6 months:
The Member may revive the cover within 6 months, from the due date of the first unpaid premium without proof of good health and payment of outstanding premiums together with interest (currently) at 9% p.a. The interest rate may be revised from time to time with due intimation to IRDA (Insurance Regulatory and Development Authority).
- Revival after 6 months :
The Member may revive the cover after 6 months, from the due date of the first unpaid premium by furnishing satisfactory evidence of health as required by the Insurer and payment of outstanding premiums together with interest (currently) at 9% p.a.

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

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

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

6. Cover

The cover for each member is subject to the following:

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


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

7. Fraud/Misrepresentation

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



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8. Incontestability

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

9. Loans

Loans are not available under the policy.

10. Assignment and Nomination

No assignment is allowed under this Policy.

Nomination is allowed as per Section 39 of the Act, as amended from time-to-time. [A Leaflet containing the Simplified Version of Section 39 is enclosed in Annexure for reference].

The Policyholder shall obtain from Members and submit the nominee(s) details to the Insurer along with the member data. The Policyholder shall maintain the records of the nominee details obtained from the Member. The nominees' details and records shall be provided by the Policyholder to the Insurer for verification and audit purpose. The Policyholder shall certify the correctness and accuracy of the nomination done by the Member.

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

11. Policyholder Covenants

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

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

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



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

- a) Name of the Policyholder
- b) Policy No.
- c) Name of the Member
- d) Date of Commencement of Risk
- e) Sum Assured for the Member
- f) Original Amount of Loan
- g) Recoveries made by the Policyholder towards the loan
- h) Outstanding Loan Balance as on the date of contingent event.
- i) Balance Claim Amount

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

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

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

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

12. Death due to Suicide

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

13. Discontinuance

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

14. Termination of Cover

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

- a. the date the person ceases to be a member as hereinbefore defined,
- b. the date on which any one of the option benefits are paid.
- c. the date on which the member institution discontinues payment of regular premiums.

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- d. the date on which the premium for that member ceases,
- e. the member attaining the age limit as mentioned in the synopsis provided by the Insurer.
- f. the date of discontinuance of this Policy. However, the cover will continue as entailed in clause 12 above.
- g. the date on which the member surrenders the insurance cover

15. Member Data

The Policyholder must provide the soft copy of the up-to-date Member Data to the Insurer on or before the Fortnightly 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 the Fortnightly, however, claim in respect of a member for whom the Member Data is in the process of so being submitted, shall be submitted by the Policyholder to the Insurer and such a claim shall be considered and settled subject to terms and conditions as provided herein. The Policyholder shall arrange to furnish such documents/information as may be required by the Insurer in this regard.

16. Electronic Transactions

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

17. Notice

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

Group Operations

Kotak Mahindra Old Mutual Life Insurance Limited

Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
Goregaon Mulund Link Road, Malad East, Mumbai 400097

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

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

Product Manager
TVS Credit Services Limited
No 29, Haddows Road,
Jayalakshmi Estate, Nungambakkam,
Chennai, Tamil Nadu - 600006

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

18. Claim

In the unfortunate event of a member's death/terminal illness/critical illness/permanent accidental disability, the death benefit will be paid to the Beneficiary in India.

The claim amount under the policy will be equal to the Sum Assured as defined in the definition section, assuming all premium payments have been paid on time till date.

All claims must be notified to the Insurer by the Policyholder/Nominee/Member in writing preferably within 3 months of the date of the death along with the death certificate and the supporting documents or preferably within 30 days for claims arising out of critical illness, accidental disability or terminal illness from the date of the claim event along with a proof of claim and all supporting documents. The Insurer reserves its rights to condone the delay on merit for delayed claims, where the delay is genuine and proved to be for reasons beyond the control of the life insured/claimant.

The primary documents normally required for processing claims are:

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

It is clarified that in case of any claim intimation, received by the Insurer from any person other than Policyholder, the Insurer shall intimate the Policyholder and request submission of claim documentation as herein specified.

- Proof of age of the Member (refer Annexure "Age Proof" for details)
- Original Certificate of Insurance (COI)
- Original Membership Form cum Declaration of Good Health (DOGH)
- Last attending doctor's certificate stating the exact cause of claim event.
- Medical certificate certifying, in clear terms the exact cause and status of illness or disability from competent doctors for illness / disability claims.
- In case of a death claim :
 - Original death certificate issued by the Municipal or other Competent Authority
 - Occurring in a hospital, all case history papers from admission till death should be submitted.
 - If the death is due to an accident or any other unnatural cause, the Insurer shall require
 - i. A certified copy of the FIR filed with the Police authorities



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- ii. A certified copy of the Post Mortem Report/Autopsy Report
- iii. A certified copy of the Driving License if death occurred while driving.
- Particulars of Beneficiary(ies), if any, in writing in the Insurer's format signed by the authorised representative of the Policyholder.
- Proof of identity of the beneficiary, if claim is payable to the beneficiary.

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

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

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

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

19. Free look Provision

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

In case the Member is not agreeable to any of the provisions stated in the Certificate of Insurance, then there is an option of returning the Certificate of Insurance stating the reasons thereof within 30 days from the date of the receipt of the Certificate of Insurance. The cancellation request should be submitted to Policyholder/Insurer within 30 days of receipt of Certificate of Insurance by the Member. On receipt of the letter along with the original Certificate of Insurance document the Insurer shall arrange to refund the applicable amount as per the Clause No. 3 (Surrender). A Certificate of Insurance once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new Certificate of Insurance.

20. Amendment

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

21. Force Majeure

If Insurer performance or any of Insurer obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Insurer anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure conditions, subject to approval to IRDA. The Insurer will perform and/or revive the

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obligations once the force majeure condition ceases. The Insurer will discharge its obligations towards the contract once the effect of force majeure condition ceases and this would be applicable even for the period during which the force majeure conditions were prevailing.

22. Certificate of Insurance

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



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III. Annexures-
1. Annexure: Member Data

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

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

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



2. Annexure (MU):-**Medical Underwriting Limits:****DOGH: Membership Form cum Declaration of Good Health****MQ: Medical Questionnaire**

Sum Assured	AGE BANDS	
	18-60	61-65
up to 200,000	DOGH	DOGH+MT

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



Kotak Mahindra Old Mutual Life Insurance Limited

A JOINT VENTURE WITH  **OLD MUTUAL**

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Kotak Group Shield

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3. Annexure (Age Proof) for Valid Age Proof:**List of valid age proofs:**

- Birth Certificate
- School / College Leaving Certificate, provided – it specifies Date of Birth, States that Date of Birth is extracted from School / College Records, Stamped and signed by College / School
- Passport
- Driving license
- PAN Card
- Ration Card, which specifies the Date of Issue of the Ration Card and the Date of Birth or Age of the Life to be Insured
- Election ID card (also called voters ID) issued by the Election Commission of India can be accepted as valid age proof provided it was issued at least 2 years before the date of the insurance proposal.
- 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.



5. Annexure: Query/Complaint Resolution

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

Group Operations -Client Service Desk

Kotak Mahindra Old Mutual Life Insurance Co. Ltd.

Kotak Towers, 7th Floor, Zone IV,

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

Goregaon Mulund Link Road, Malad East, Mumbai 400097

Email ID: kli.groupoperations@kotak.com

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

The Group Insurance Grievance Redressal Officer,

Kotak Towers, 7th Floor, Zone IV,

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

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 Insurer, you may approach the Insurance Ombudsman at the address given below if your grievance pertains to:

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

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

List of Insurance Ombudsman

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

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Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in	Email: bimalokpal.delhi@gbic.co.in
Office of the Insurance Ombudsman, "JeevanNivesh", 5th Floor, Near PanbazarOverbridge, S.S. Road, Guwahati-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015. Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, Kolkata-700 072. Tel : 033-22124339/22124340 Fax : 033- 22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai-400 054. Tel : 022-26106928/26106552 Fax : 022- 26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005 Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, Pune – 411030. Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, Bengaluru – 560025. Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in	Office Of The Governing Body Of Insurance Council 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in

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

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

The complaint to the Ombudsman can be made

- Only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer
- Within a period of one year from the date of rejection by the Insurer

If it is not simultaneously under any litigation.



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6. 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 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) 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].



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7. 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 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.

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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.]



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GROUP INSURANCE CLAIM FORM

COMPLETE IN DUPLICATE - RETAIN COPY FOR YOUR RECORDS
(All sections to be completed)

Single Claim Form
(Incase of Single Claim Please fill Annexure I)

Multiple Claim's Form
(Incase of Multiple Claims Please fill Annexure II)

A. PRODUCT DETAILS (ANNEXURE I & ANNEXURE II)

Kotak Group Assure
(UIN - 107N051V03)

Kotak Group Shield
(UIN - 107N050V03)

Kotak Complete Cover
Group Plan (UIN - 107N018V04)

Kotak Credit Term
Group Plan
(UIN - 107N006V03)

Policy Number :

Name of the Policy Holder :

Address :

Pin Code :

Contact No.:

ANNEXURE I

MEMBER DETAILS

Name of the Member : TITLE : Full Name : Middle Name : Last Name :

Residential Address :

Pin Code :

Contact No.:

Date of Birth : D / M / Y

Members ID :

Date of Joining : D / M / Y

Termination date :

Cover Commencement Date : D / M / Y

Outstanding Principle Amount :
as on the Date of Death

C. CLAIM EVENT DETAILS (FOR DEATH CLAIMS ONLY)

If Death:

Date of Death : D / M / Y

Type of Death : Natural Accidental Suicide Murder Others
(Incase of others please provide details while mentioning the cause of death.)

Cause of Death :

Address of
Place of Death :

D. ADDITIONAL DETAILS (FOR FAMILY BENEFIT CLAIMS OF INSURED FAMILY MEMBER ONLY)

Name of the deceased :

Date of Death : Relationship with the Member :

E. BENEFIT DETAILS

Bank Account Details (Mandatory)

Name of the Account Holder :

Account Number :

Name of Bank and Branch :

Address to which cheque and confirmation of payment should be sent:

Contact Person :

Email Address :

Contact Number :

Postal Address :

REMARK:

I/We the undersigned, in my/our capacity as (designation).....and duly authorised to make this declaration, hereby declare:

- i. That the person whose death gave rise to this claim has in fact died and was in fact a legitimate member of the Plan on the date of death
- ii. That he/she joined the Group on (date) and he/she was in Good Health on the date of commencement of cover.
- iii. That in the event the claim is admitted, the payment of the proceeds due in respect of the above member in terms of the aforementioned Plan shall represent the full and final discharge of Kotak Mahindra Old Mutual Life Insurance Ltd's liability in respect of that member under the said Plan.

Signed at :this.....day of.....20.....

**OFFICIAL
COMPANY
STAMP**

Designation :

Name :

Signature :

Primary documentation required for death claims needs to be attached along with this form

- Original death certificate issued by the Municipal Authority
- Last attending doctor's certificate stating the exact cause of death
- Proof of age (e.g. Birth Certificate, School leaving certificate etc.)
- Proof of membership (e.g. Certified copy of the latest Pay slip, certified copy of membership card etc)
- If death has occurred in a hospital, all case history papers.
- If the death is due to an accident or any other unnatural cause, we require
 - 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
- Beneficiary nomination form if claim is payable to the beneficiary (All BLC claims will be payable only to beneficiary)
- Proof of relationship with member (for family benefit claims only)

(The above mentioned documents are indicative and additional documents may be called for where necessary)

FOR OFFICE USE ONLY

Kotak Mahindra Old Mutual Life Insurance Ltd.

I Confirm that I have checked the details on this form and have satisfied myself that they are correct:

Name :

Designation :

Contact No. :

Email ID :

Signature :

Kotak Mahindra Old Mutual Life Insurance Ltd.

Kotak Mahindra Old Mutual Life Insurance Ltd. Regn. No.: 107, Regd. Office: 4th Floor, Vinay Bhojya Complex, 159-A, C.S.T. Road, Kalina, Santacruz (E), Mumbai-400 098

<http://insurance.kotak.com/> Toll Free No. 1800 209 8800

Insurance is the subject matter of solicitation.

Form No. 302058