

PART A

To,

Date: _____

Mr. _____

Pin - _____
Tel. No. : _____
Policy No. : _____



BD BL1S OT 00309055

Dear Mr. _____

We welcome you to Kotak Life Insurance family.

We view insurance as being much more than a cover; it is about saving and protection; about being carefree, about living life to the fullest. It is indeed heartening to know that you share our sentiments.

Please be rest assured, the faith and confidence that you have placed in us would certainly be a rewarding and wholesome experience.

Your policy details

Name of Plan	Policy No	Client Id
Kotak Preferred e-Term Plan (UIN-____)	_____	_____

Your policy document is an important legal document and should be kept in a safe place. This policy is subject to tax laws prevailing in India. You are kindly advised to consult your Tax Advisor for the tax benefits available under this policy.

Free Look Period

The Policyholder is offered 30 days free look period from the date of receipt of this policy. During this period the Policyholder may choose to reconsider his/her decision to hold this policy, or may choose to return the same, stating the reasons thereof, within the said 30 days. Should the Policyholder choose to return the Policy, he/she shall submit the cancellation request to the nearest Kotak Life Insurance Branch or send directly to the Company Head Office laong with the original Policy Document. On receipt of the aforesaid, the Policholder shall be entitled to a refund of the premium paid after adjustments for any expenses for medical examination, stamp duty and proportionate risk premium for the period of cover. A policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new policy.

Contact us

If you notice any discrepancy with respect to your name, personal details or other information relating to the Policy, please return the Policy documents to us immediately along with a letter stating the discrepancy. In case of claim or any service request please contact the nearest Kotak Life Insurance Branch. You may also write to us at clientservicedesk@kotak.com or call our Customer Service Officers at 1800 209 8800. Please quote your policy number and client id number in all your correspondence with us.

We hope this policy meets your expectations and this is the beginning of a long
Kotak Preferred e-Term Plan
November 26 2014

relationship with you. It will be our pleasure to serve you, protect you and be with you; assuring you of our best services at all times.

Best wishes,
Hitesh Veera
Senior Vice President & Head - Operation

First Premium Certificate

Serial Number:

Date :

Name of the Policyholder: **Mr.** _____

Name of the Life Insured: **Mr.** _____

Proposal No: _____

Policy No: _____

Date of Birth of the Life Insured: _____

Whether Age admitted: _____

Basic Sum Assured: **Rs.** _____

Age: _____ **years**

Plan option chosen: _____

Plan Name: **Kotak Preferred e-Term Plan**
(UIN- _____)

Date of Commencement: _____

Installment Premium [excluding Service Tax and Education Cess]: **Rs.** _____

Premium Payment Term: _____ **year(s)**

Policy Term: _____ **years**

Total Installment Premium: **Rs.** _____

*Service Tax: **Rs.** _____

Next Premium Due: <<Date/NA>>

*Education Cess: **Rs.** _____
(including Secondary and Higher
Education Cess)

Payment Mode: <Annual/Monthly/Single > _____

Tax benefits on the premiums paid and the benefits received are subject to fulfillment of conditions as specified under the prevailing tax laws and are subject to modifications made there to from time to time.

*Service Tax, Education Cess and Higher Secondary Education Cess on Service Tax, is levied at the applicable tax rates in accordance with the prevailing Tax Laws, from time to time.

Service Tax Registration Number is AAACO3983BST002

Service Tax Classification: Insurance Auxiliary Service, life insurance services.

Vice President
CPC Head

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I. AGREEMENT

Kotak Mahindra Old Mutual Life Insurance Limited is registered with the Insurance Regulatory & Development Authority (hereinafter referred to as “**IRDA**”) under the Insurance Act, 1938 (4 of 1938) (hereinafter referred to as the “**Act**”) as a life Insurer having Registration No. 107, and accordingly is engaged in the business of life insurance, which includes its assigns and successors (hereinafter called “**the Company**”), has received a Proposal and Declaration together with first Premium/Single Premium, as the case may be, for insurance from the Policyholder named in the Schedule hereto, and it has been agreed to by the Policyholder that the proposal, declaration and statements contained and referred to therein are declared to be the basis of this contract of insurance for the benefits and on the terms stated in the Schedule.

The Company agrees that, subject to realization of the first Premium/Single Premium as the case may be, received and due receipt of the subsequent Premiums, if any, as set out in the Schedule, and subject to the terms and conditions set forth in this Policy Contract, it will pay the benefits as mentioned in the Schedule, to the Policyholder /Nominee/Legal Heir/Assignee as mentioned in the Schedule, on proof to the complete satisfaction of the Company

- of the benefits having become payable as set out in the said Schedule,
- of the title of the said person(s) claiming payment,
- of the correctness of the Age of the Policyholder/Life Insured stated in the proposal form and the proof of Age submitted to the Company and
- of the correctness of all the statements stated in the proposal form and during the telephonic interview of the Policyholder/Life Insured and any other documents submitted to the Company with respect to health, family medical history, occupation, income, personal medical history, existing insurance details etc.

It is hereby declared that this policy/contract 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 Company 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 any Rules/Regulations made there under.

This policy is subject to the Tax Laws* and other legislations prevailing in India. In the event of any amendments, or change (prospective and retrospective) to any of the provisions of the said tax laws and/or legislations and /or in the event any interpretation adopted by the Company is held contrary to the position adopted by the government authorities, impacting cash flows, charges, revenue and remuneration accruing from this contract, the Company reserves the right to revise the Premium(s), charges or the benefit(s) under this policy and/or modify the terms and conditions entailed in this contract. Any change, modification, or reversal of the Premium, charges or the benefit by the Company shall not be disputed or contested by the Policyholders. References to any enactment are to be construed as referring to any Kotak Preferred e-Term Plan

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.

Tax Deducted at Source

This policy is subject to Tax deducted at source at the applicable rates, in accordance with the prevailing Tax laws.

Exemptions/ Concessions

Where the Company is entitled to an exemption or concession concerning any Tax to be levied in India in respect of the Policy, the Policyholder shall use reasonable endeavors to enable the Company to claim such concession or exemption.

Collection of Taxes

The Policyholder/ customer/ Beneficiary shall be liable for any tax amount which is payable under the applicable Tax Laws to any competent governmental authority in India on the premium, charges or any benefits/ claims payable to such Policyholder/ customer/ Beneficiary by the Company.

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. The Policyholder/Legal Heir/Nominee shall be liable for any amount which is payable under the applicable tax laws to any competent governmental authority in India on the Premium amount or any benefit payable to such Policyholder /Legal Heir/Nominee by the Company.

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

*"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, charges or benefits under this policy and includes any interest, surcharge, penalty or fine in connection therewith which may be payable.

The stamp duty of Rs._____ /-(Rs._____) paid by Pay Order, vide consolidated stamp duty Receipt. no. _____ dated _____



Proper Officer
(Signature)

II. SCHEDULE

a) Policy Details

Policy No.:	
Plan Name:	Kotak Preferred e-Term Plan
Unique Identification Number(UIN):	
Plan Description:	Non-Participating Term Plan
Participating:	No
Name of the Policyholder in full:	
Date of Birth of the Policyholder:	
Gender of the Policyholder:	
Policyholder's Age at Commencement:	
Whether Age of the Policyholder at Commencement Admitted:	
Client ID of Policyholder:	
Name of the Life Insured in full:	
Date of Birth of the Life Insured:	
Gender of the Life Insured:	
Life Insured's Age at Commencement:	
Whether the Life Insured's Age at Commencement Admitted:	
Client ID of Life Insured:	
Date of Commencement of Policy:	
Date of Commencement of Risk	
Basic Sum Assured:	
Date of Maturity:	
Policy Term:	
Amount of Premium:	
Premium Payment Term:	
Premium Payment Mode:	<Annual/Monthly/Single >
Due Date for payment of Premium:	
Date of Last Installment Premium:	
Plan Option:	<Recurring Payout/Immediate Payout>

b) Rider Details

Rider Details:	
Name of Rider	
Rider Sum Assured	
Rider Premium	
Rider Term	
Rider Premium Payment Term	

Please note if any riders are attached they will form part of the Policy Document by way of an endorsement or annexure.

Name of the Nominee(s)	Name of the Appointee where Nominee is minor	Entitlement (%)	Relationship with the Life Insured

Please Note: To enjoy the full benefits under this policy, please ensure that all Premiums are paid up to date.

PART B

A. DEFINITIONS:

i. Act:

Means the Insurance Act, 1938

ii. Activities of Daily Living:

shall comprise of the following activities:

- a. Bathing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- b. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- e. Eating - the ability to feed oneself once food has been prepared and made available.
- f. Moving - the ability to move indoors from room to room on level surface.

iii. Age:

Means the age of the Life Insured on his/her last birthday (as per the English calendar).

iv. **Annualised premium:** Means the total of all Premiums payable by the Policyholder in one Policy year..

v. Basic Sum Assured:

Means the amount mentioned in the Schedule. This is the minimum amount guaranteed on death of the Life Insured and payable as per the Plan Option chosen where all the due Premium(s) have been paid in full.

vi. Beneficiary:

Means the Nominee/Legal Heir/Assignee specified by the Policyholder as the Beneficiary under this Policy or a person directed by the Court of competent jurisdiction.

vii. Date of Commencement of Policy:

The date mentioned in the Schedule as Date of Commencement of Policy.

vi. Date of Commencement of Risk:

The date mentioned in Schedule as Date of Commencement of Risk.

vii. Grace Period:

Means the time granted by the Company i.e. 30 days from the due date for the payment of Premium for annual, and monthly modes without levy of any interest or penalty 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. Grace Period is not applicable for Single Premium payment option under the Policy.

viii. Hazardous Activity:

Any Activity where the duties of the occupation or the environment in which it is performed increases the risk to life. Examples of such occupations/activities include but are not limited to occupations/activities with increased physical activity, working under strenuous conditions and risk elements like working at heights, deep sea, mining, handling explosives, working in extreme conditions, and frequent flying on unscheduled flights or non-commercial carriers.

ix. Lapse:

Means cessation of the benefits under the Policy upon non-payment of the due Premiums within the Grace Period.

x. Minimum Age & Maximum Age:

Minimum Age of the Life Insured at entry is 18 years.

Maximum Age of the Life Insured at entry is 65 years.

Minimum Age of the Life Insured at maturity is 28 years.

Maximum Age of the Life Insured at maturity is 75 years.

xi. Policy:

Means the contract of insurance entered into between the Policyholder and the Insurer as evidenced by Policy Document.

xii. Policy Document:

Means the present contract of insurance which has been issued on the basis of the proposal, other representations and documents submitted by the Policyholder and/or the Life Insured(s).

xiii. Policy Term:

Means the period mentioned in the Schedule, it is the period during which the Life Insured is covered, subject to the Policy being in force at the time of the death of Life Insured.

xiv. Premium:

Means the Single Premium (for Single Premium payment option) or the total initial basic premium and subsequent premiums due (in case of an option other than Single Premium payment option) and payable under the Policy. The premium shall be subject to taxes as may be applicable from time to time.

xv. Premium Payment Term (PPT):

This is the period during which the Policyholder shall pay the Premium to get the full benefits as mentioned in the Schedule of the Policy. If the Premium Payment Term is less than the Policy Term, it shall mean Limited Premium payment Policy.

xvi. Revival:

Means reinstatement of the lapsed benefits of the Policy in accordance with the provisions of the Policy Document. Revival may be of the following two types and the same may be made before the date of maturity of the Policy but, within **the timelines indicated below:**

- a. 'Minor Revival': means revival made within six months from the due date of the first unpaid Premium causing the Policy to Lapse; and
- b. Major Revival': means revival made after six months but within two years from the due date of the first unpaid Premium causing the Policy to Lapse.

xvii. Sum Assured on Death:

Sum Assured on death is as follows:

- i. For Regular and Limited Premium payment option
Higher of:
 - Basic Sum Assured, or
 - 10 times Annualised Premium excluding modal factors and extra premiums, if any, or
 - 105% of Premiums Paid till the date of death of Life Insured excluding Extra Premiums, if any
- ii. For Single Premium payment option:
Higher of:
 - Basic Sum Assured, or
 - 1.25 times the Single Premium Paid excluding Extra Premiums, if any

xviii. Surrender:

Means the termination of the Policy by the Policyholder before the Date of Maturity, in accordance with the provisions of the Policy Document.

xix. Total and Permanent Disability:

a. Total and Permanent Disability (TPD) for attained Ages up to 60 years:

Life Insured shall be considered Totally and Permanently Disabled, if the following definition is met:

- i. Upon the establishment of Total and Permanent Disability due to sickness or accident caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within ninety (90) days of such trauma, subject to conditions for Total and Permanent Disability, being met and acceptance of the claim by the Company, the Company shall waive all the future Installment premiums on the Base Policy
- ii. Loss of the physical or mental ability through an illness or injury to the extent that the insured person is unable to do the 'material and substantial' duties of any occupation at all ever again. The 'material

- and substantial' duties are those that are normally required for, and/or form a significant and integral part of, the performance of the occupation that cannot reasonably be omitted or modified.
- iii. Any occupation means any type of work at all, irrespective of location and availability.
 - iv. The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or the insured person expects to retire.
 - v. 'Unable to work' must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Life Insured is alive and permanently disabled. In the event of death of the Life Insured within the above period, Death Benefit (as described below) shall be payable.
 - vi. Total and Permanent Disability due to an injury should occur independently of any other causes within ninety (90) days of such injury. Injury means wound or trauma; harm or hurt; caused solely by external, violent, unforeseeable and visible means.
 - vii. The Total and Permanent Disability benefits will be payable if the Life Insured has suffered total permanent disability and such disability is continuous for a period of not less than 6 months from the date the Life Insured becomes totally and permanently disabled.

b. **Total and Permanent Disability (TPD) for attained Ages above 60 (applicable for Ages 61-75)**

- i. Upon the establishment of Total and Permanent Disability due to sickness or accident caused solely by external, violent, unforeseeable and visible means, occurring independently of any other causes and within ninety (90) days of such trauma, subject to conditions for Total and Permanent Disability, being met and acceptance of the claim by the Company, the Company shall waive all the future Installment premiums on the Base Policy.
- ii. 'Total and Permanent Disability' or TPD means the person Insured is permanently unable to perform independently three or more of Activities of Daily Living as defined above.
- iii. Loss of independent living must be medically documented for an uninterrupted period of at least six months. Proof of the same must be submitted to the Company while the Life Insured is alive and permanently disabled. In the event of death of the Life Insured within the above period, Death Benefit (as described below) shall continue to remain in-force

TPD benefit ceases upon the Life Insured attaining age 75 years. TPD benefit can be claimed only once in the life time.

PART C

A. BENEFITS PAYABLE

1. Death Benefit:

The following benefits are payable, depending on the Plan Option chosen by the Policyholder (as stated in the Schedule), provided all the due Premium(s) have been paid up to date.

i. Recurring Payout:

The benefit available on the death of Life Insured shall be the Sum Assured on Death which will be payable in the following manner:

- a. Lump sum payment of 10% of Sum Assured on Death (as defined above) at the time of claim settlement, and
- b. 6% of Sum Assured on Death every year for 15 years and the first such payment will be made one year after the date of death of Life Insured. In addition, there is an option to receive this payment in monthly mode where the monthly payments will be 8.22% of the annual payments (i.e 6% of Sum Assured on Death). The first monthly payment will start from one month after the date of Life Insured's death. The option of annual or monthly payment needs to be intimated at claims stage.

In case the Beneficiary opts to get a lump sum instead of the regular payouts (annual or monthly), anytime after the death of the Life Insured, a discounted value of the outstanding instalments payouts (annual or monthly) shall be paid as lump sum. The discounted value shall be calculated using a discount rate of 6.5% per annum compounding yearly.

Once this benefit is paid as aforesaid, the Policy terminates and no further benefits are payable.

ii. Immediate Payout:

The benefit available on the death of Life Insured shall be the Sum Assured on Death.

This benefit is payable as a lump sum. Once this benefit is paid, the Policy terminates and no further benefits are payable.

Irrespective of the Plan option chosen, in the event of death during the Grace period, any due unpaid premiums shall get deducted from the Death Benefit.

In case of Non-Annual modes of Premium payment, the outstanding Installment Premiums for the balance of Policy year of death will also get deducted from the Death Benefit.

2. Total and Permanent Disability Benefit:

On the intimation of Total and Permanent Disability and acceptance of the Claim by the company, Waiver of Premiums for the base plan will be activated

from the next Premium payment due date. The cover on death shall continue to remain in-force till the end of the Policy Term.

However, after the end of 6 months from the notice of Total and Permanent Disability of the Life Insured, if sufficient proof to establish Total and Permanent Disability is not provided, all the Premiums waived by the Insurer in the intermediate period shall be recovered from the Life Insured. In case Life Insured is not agreeing for recovery but wants to pay the future premium then that will not be allowed. In such cases, the policy will be lapsed/made reduced paid-up (In case of Limited Pay policies that has acquired Surrender Value). Such policies can be revived within revival period of 2 years.

The Total and Permanent Disability Benefit is payable, subject to the following conditions and Exclusions:

Conditions for Total and Permanent Disability Benefit:

- i. The Policy is in full force at the time of occurrence of the Total and Permanent Disability
- ii. Within 150 days after the occurrence of the Total and Permanent Disability, the Policyholder/ Life Insured or the representative/attending physician of the Life Insured writes to the Company giving the details of Total and Permanent Disability, in the manner required by the Company, along with proof thereof.
- iii. The Life Insured is willing to be examined by a Medical Examiner nominated by the Company.

Exclusions for Total and Permanent Disability Benefit:

The Life Insured will not be entitled to any benefits directly or indirectly, voluntarily or involuntarily due to or caused, occasioned, accelerated or aggravated by any of the following:

- i. Attempted suicide or self inflicted injury, whether the Life Insured is medically sane or insane.
- ii. Pre-existing condition, which is defined as 'Any condition, ailment or injury or related condition(s) for which the Life Insured had signs or symptoms, and /or were diagnosed , and/or received medical advice/treatment within 48 months to prior to the first policy issued by the Company'.

In case of Revival or Re-instatement of the Policy; the pre-existing condition would be applicable for the remaining part, if any, of the 48 month waiting period.

Benefits under this policy will not be available for any Pre-Existing condition(s) as defined above, until 48 consecutive months of continuous coverage have elapsed since coverage effective date of such first policy with the Company. For the purpose of this exclusion the Pre-existing Illness shall not include any congenital disease or deformity or any pre-existing condition not disclosed by the applicant in the application form or any other evidence provided to the company. If the Life Insured does not disclose his pre-existing conditions before

the issuance of policy, but is found later at the Claims stage, the claim shall not be honoured.

- iii. War, terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion. War means any war whether declared or not.
- iv. Committing an assault, a criminal offence, an illegal activity or any breach of law with criminal intent.
- v. Engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race; underwater activities involving the use of breathing apparatus or not; martial arts; hunting; mountaineering; parachuting; bungee jumping
- vi. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the prescription of a registered medical practitioner
- vii. Participation by the Life insured in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- viii. Nuclear contamination: the radioactive, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature.

3. **Maturity Benefit:**

No benefits shall become payable under the Policy upon survival of the Life Insured to the date of maturity specified in the Schedule of the Policy or on maturity of the Policy.

4. Rider Benefits

Riders can be attached to the base Policy in the future, subject to the availability of the riders and the terms and conditions of each of such Rider.

B. **PREMIUMS PAYABLE**

Mode of Premium payment:

Due date(s) of Future Premium Payments:

<u>Benefit</u>	<u><<Regular /Single>> Premium (Rs.)</u>	<u>Extra Premium (Rs.)</u>	<u>Date of Commencement</u>	<u>Date Last Premium Due</u>
Base Plan				

Total _____ <annual/monthly/single> Premium for Basic Benefit is: Rs._____.
Service Tax and Education Cess along with Secondary and Higher Education Cess at prevailing applicable rate will be collected together with the Premiums.

Modal Factors:

<u>Frequency</u>	<u>Modal Factor</u>
Single	100% of tabulated Single Premium
Yearly	100% of tabulated rates
Monthly	8.8% of yearly premium

Special Conditions, if any:

C. LAPSE

- i. This section is not applicable for Single Premium payment option.
- ii. For Regular Premium paying policies, the Policy shall lapse if the due premium is not received till the end of Grace Period.
- iii. For Limited Premium paying policies where premiums are discontinued, the Policy shall lapse as follows:
 - a. For PPT less than 10 years: if Premiums are discontinued anytime during the first two Policy years, the Policy shall lapse at the end of the Grace Period.
 - b. For PPT of 10 years or above: if Premiums are discontinued anytime during the first three Policy years, the Policy shall lapse at the end of the Grace Period.
- iv. On lapsation of the Policy, all the benefits under the Policy shall lapse.
- v. A lapsed Policy can be revived in the manner as mentioned in the Revival clause, mentioned below.
- vi. A lapsed Policy, not revived subsequently as per the terms and conditions for Revival as stated in 'Revival' clause mentioned below, will stand terminated and all the Premiums paid under the Policy shall stand forfeited.
- vii. Fresh nomination or assignment is not allowed during lapse mode.

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

Authorised Signatory

PART D

1. Revival:

The Policyholder can revive a Lapsed/ Reduced Paid-Up Policy by making an application within a period of two years from the due date of the first unpaid Premium and before the date of maturity of the Policy.

The Policy may be revived on the following terms:

1.	within six months from the due date of the first unpaid Premium (“Minor Revival”);	without evidence of good health;	on payment of a) Outstanding Premiums , and; b) late payment charges at such rates as may be prescribed by the Company from time to time (currently 9% per annum of outstanding premiums).
2.	after six months but within two years from the due date of the first unpaid Premium and before the date of maturity of the Policy (“Major Revival”);	on production of evidence of good health and good habits by the Policyholder/Life Insured /attending physician of the Life Insured, as the case may be,, to the satisfaction of the Company, and also the evidence of there being no adverse change in the personal or family history or occupation of the Life Insured. In such cases, extra Premiums and any other documents may be required based on the Board Approved Underwriting Principles (BAUP).	on payment of a) Premiums in arrears, b) late payment charges (currently 9% per annum of outstanding premiums) at such rates as may be prescribed by the Company from time to time on Premiums in arrears, and c) extra Premiums, if any, as per underwriting decision. .

The Company may, at its absolute discretion, accept or decline the request for revival (made by the Policyholder in writing) of a Lapsed/Reduced Paid-Up Policy, or accept the request for revival on such terms and conditions as it deems fit. Revival will be based on the Board Approved Underwriting Principles (BAUP). The revival of the Policy will be effective after the Company’s approval is communicated in writing to the Policyholder.

In the event, the Lapsed Policy is not revived within two years of due date of the first unpaid Premium and before the date of maturity of the Policy, the Policy shall stand terminated and the benefits payable under the Policy shall cease.

If policy is in Reduced Paid-Up mode (Please refer Clause on Reduced Paid-Up below) and is not revived as aforesaid, it will continue in that mode till the end of the Policy

Term. In such case, the Total and Permanent Disability Benefit will cease and the Policy will continue with Reduced Paid-Up Sum Assured on Death.

All benefits under the policy will be reinstated on the revival of the Policy. Revival clause is not applicable for Single Premium payment option.

2. Surrender:

The Policy shall not acquire any surrender value under the Regular Premium payment option.

The Surrender Value will be acquired only under the Single Premium payment and Limited Premium payment options.

a. Under Limited Premium payment option Surrender Value is acquired:

- For PPT less than 10 years: after payment of two consecutive full Policy years' Premium.
- For PPT of 10 years or above: after payment of three consecutive full Policy years' Premium.
- The Surrender Value shall be calculated as follows:

$$75\% \times (\text{Total premiums paid to date excluding the first year's premium(s)}) \times ((\text{Policy Term} - \text{PPT}) / \text{Policy Term}) \times (\text{Outstanding Policy Term} / \text{Policy Term}).$$

b. Under Single Premium Payment option, Surrender Value is acquired immediately after receipt of single Premium and shall be calculated as follows:

$$75\% \times (\text{single premium paid}) \times [(\text{Policy Term} - 1) / \text{Policy Term}] \times (\text{Balance Policy Term to run} / \text{Policy Term}).$$

Once the surrender value for the Policy is paid, the Policy shall stand terminated and no further benefits shall be applicable/payable.

3. Reduced Paid-Up:

This section is not applicable under Single Premium and Regular Premium Payment option. The Policy can be made Reduced Paid-Up only under Limited Premium Payment option.

After the policy acquires Surrender Value, if the subsequent Premiums are not paid within the Grace Period, the Policy will be converted into a Reduced Paid-Up Policy by default. If a Reduced Paid-Up policy is not revived, it will continue in the Reduced Paid-Up status till the end of the Policy Term. In such case, inbuilt Total and Permanent Disability benefit will cease.

In case of death of Life Insured while the Policy is in Reduced Paid-Up status (for Limited Premium Paying Policies), the benefit payable will be Reduced Paid-Up Sum Assured on Death and upon payment of such benefit, the Policy shall stand terminated.

The Reduced Paid-Up Sum Assured on Death is calculated as follows:

Reduced Paid-Up Sum Assured on Death = (Total premium paid / Total premiums payable) X Sum Assured on Death.

Upon payment of such benefit, the Policy shall stand terminated. A Reduced Paid-Up Policy may be revived for the original benefits within 2 years of the first unpaid Premium as mentioned in the Revival Clause

Single Premium paying Policy will be treated as fully Paid-Up Policy therefore this section will not be applicable.

4. Forfeiture of Policy:

The policy will be forfeited if,

- i. a lapsed policy has not been revived as provided under Clause on Revival of Lapsed Policy hereof, or,
- ii. any condition herein contained or endorsed hereon is contravened
- iii. is found that a statement made
 - in the proposal for insurance, or
 - in any report of a medical officer, or
 - in any other document leading to the issue of the policy, was inaccurate, or false, or not made in good faith or any material matter or fact was suppressed: then, and in every such case but subject to the provisions of Section 45 of the Insurance Act, 1938 the policy shall be void, and all claims to any benefit under this policy shall cease and all monies that have been paid in consequence of this policy shall belong to the Company, excepting in so far as whatever relief may be granted as per the law.

5. Loans:

Loans under this policy are not allowed.

6. Free Look Provision:

The Policyholder is offered 30 days free look period from the date of receipt of this policy. During this period the Policyholder may choose to reconsider his/her decision to hold this policy, or may choose to return the same, stating the reasons thereof, within the said 30 days. Should the Policyholder choose to return the Policy, he/she shall submit the cancellation request to the nearest Kotak Life Insurance Branch or send directly to the Company Head Office along with the original Policy Document. On receipt of the aforesaid, the Policholder shall then be entitled to a refund of the premium paid after adjustments for any expenses for medical examination, stamp duty and proportionate risk premium for the period of cover. A policy once returned shall not be revived, reinstated or restored at any point of time and a new proposal will have to be made for a new policy.

PART E

Not applicable

PART F

1. Suicide Exclusion

- i. In the event of the Life Insured committing suicide within one year from the Date of Commencement of Risk, no death benefit under the Policy shall be payable. However, in such cases 80% of the Premiums paid shall be payable to the nominee/beneficiary.
- ii. In case of Minor Revival done after one year from Date of Commencement of Risk, Suicide Exclusion shall not be applicable and the Death Benefit under the Policy shall be payable.
- iii. In case of suicide within 1 year of the date of Major Revival, the benefit payable shall be higher of 80% of Premiums Paid or Surrender Value (if any) at the date of claim. In such cases, no death benefit under the Policy shall be payable.

2. Proof of Age, Gender, Occupation, Health and Tobacco Usage Status:

The Premium has been calculated on the basis of the Age, gender, occupation, health status and tobacco usage status of the Life Insured as declared in the proposal form. If at a future date, the Age, gender, occupation, health status and/ or tobacco usage status is found to be different from what was declared, without prejudice to the Company's other rights and remedies, including cancellation of Policy and other remedies as provided under the Insurance Act, 1938, and any other laws then prevailing, the Company shall have the right to alter the premium and /or benefits payable under this Policy. If the correct Age of the Life Insured(s), as on the Date of Issuance, makes him ineligible to obtain this Policy, the Policy shall necessarily be cancelled by paying the Surrender Value, if any, acquired under the Policy.

3. Payment of Premium:

- i. For Single Premium payment option:

Policy requires only single Premium payment. The Premium is payable in advance before the date of commencement of the Policy.

- ii. For other than Single Premium payment option(s):

The annual Premiums are payable in advance on the anniversary of the date of commencement of the Policy.

- iii. If Policyholder desires to pay Premiums other than the annual Premium mode , he/she can opt for the monthly Premium payment mode, with the consent of the Company.
- iv. Grace Period, as defined above is available for payment of Premiums due.
- v. Premiums may be revised by the Company to give effect to any changes in the prevailing tax laws or other legislation.
- vi. The Company may by way of written intimation remind the Policyholder of the Premiums due and payable under this Policy. However, whether or not

such intimation is received by the Policyholder, it shall be the sole responsibility of the Policyholder, at all times, to discharge the Premium obligations as mentioned herein.

- vii. It shall also not be obligatory for the Company to issue any communication to a Policyholder conveying that his/her Premium paying instrument (including those for any other payments under the Policy) has bounced and/or any standing instructions by the Policyholder to a bank has not been honoured, thereby resulting in non-payment/non-receipt of the Premium(s)/payments under the Policy. As mentioned above, it shall be the sole responsibility of the Policyholder, to ensure that the Premiums as mentioned herein (including any other payments under the Policy) are duly and properly paid.

4. Nomination and Assignment:

- i. Nomination (as per Section 39 of the Act) and Assignment (as per Section 38 of the Act) facilities are available.
- ii. The Policyholder may at any time before the Date of Maturity of the Policy, make or change a nomination for the purpose of payment of the monies secured by the Policy in the event of a death claim. Where the nominee is a minor, the Policyholder may appoint a person ("Appointee") to receive the money during the minority of the nominee. Nomination shall be made or changed by an endorsement to the Policy and by communicating the same in writing to the Company.
- iii. An Assignment of this Policy may be made by an endorsement upon the Policy Document itself or by a separate instrument signed in either case by the assignor specifically stating the fact of Assignment and duly attested. Such Assignment shall be operative as against the Company effective from the date that the Company receives a written notice of the Assignment and on confirmation of record of such Assignment. Conditional assignment of Policy is not allowed.
- iv. In case of Lapse of the Policy, fresh nomination and assignment will not be allowed. If the Policy is already assigned, the status of the Policy should be informed to the assignee.
- v. By recording the assignment or registering the nomination or change in nomination, the Company does not express any opinion upon the validity nor accepts any responsibility on the assignment or nomination.
- vi. In case of Assignment, the benefits under the Policy will be paid to the Assignee.
- vii. Endorsing of an assignment shall cancel any existing nomination.
- viii. The provisions of nomination shall not apply to any policy of the life insurance to which Section 6 of the Married Women's Property (MWP) Act, 1874, applies or has at any time applied. Assignment will not be permitted when the Policy is issued under the MWP Act.

5. Issuance of Duplicate Policy Document

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

- i. The Policyholder pays the applicable fee currently Rs. 500/-, which may be changed in future subject to approval of IRDA.
- ii. The Policyholder submits an affidavit cum indemnity in the format prescribed by the Company
- iii. Free Look clause shall not be applicable with respect to such duplicate Policy Document.

6. Claims

In the unfortunate event of death of the Life Insured, the benefit will be paid to the Policyholder/Nominee/Legal Heir/ Assignee or to such other person(s) as directed by a Court of competent jurisdiction in India.

All claims payable will be subject to production of proof of the claim event satisfactory to the Company, such other requirements as stipulated by the Company and the legal title of the claimant, satisfactory to the Company.

The Company 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 a claim are:

- Intimation of the claim event (duly supported by evidence of claim event), in writing and in the Company's format and signed by the beneficiary / nominee/ assignee/ legal heirs as the case may be giving complete details as required in the Claim Intimation Form.
- Cause of claim event with supporting documents.
- Proof of claim event with supporting documents (e.g. original death certificate in the case of a death claim/hospital reports in the case of a critical illness claim etc.)
- A report from the last attending physician or surgeon or hospital with details of periods of illness plus copies of any special reports, available. Also, all the hospitalisation papers with case history and treatment sheets, i.e., extract of admission papers [which gives admission details of the patient along with history], complete treatment given to the patient during the hospitalisation period till the claim event, should be submitted.
- If the claim event occurs due to any accident or unnatural causes, then certified copies of the First Information Report [FIR], the post mortem or the autopsy report and the coroner's statement plus any newspaper cuttings shall have to be submitted. Complete Police Report and post Mortem Report in relation to the accident of the life insured
- Where death occurs due to any car or motor accident where the life insured was the driver, a certified copy of the insured's driving license to be submitted.
- Details of any illness / accident / injury that the Life Insured / Proposer might have suffered in the past 2 / 3 years along with complete reports / records.
- Original policy document.
- Proof of age of the Life Insured / Policyholder, if this has not been previously admitted by the Company (e.g. birth certificate, school leaving certificate etc.).

- Recent photograph of the beneficiary, as mentioned above.
- Current residential proof and identity proof of beneficiary, as mentioned above.
- Original Cancelled cheque showing name of Bank, location of Bank Branch, Name of Account Holder and Account No. In absence of the same the client can event submitted Photocopy of Bank Pass Book/Bank Statement of beneficiary bearing the aforementioned details duly attested by the Concerned Bank
- The Company reserves the right to call for any additional information and documents required to satisfy itself as to the validity of a claim. The Company at its sole discretion may settle a claim by conducting its own investigation or enquiry to the satisfaction of the Company that the required documents are not available and the claimant approaching the Company is the genuine Nominee/Legal Heir.
- The amount due under this policy is payable at the office of the Company situated at Mumbai, but the Company may fix an alternative place of payment for the claim at any time before or after the policy has become a claim.

7. Policy Alteration:

- i. Sum Assured on Death and Premium related alterations on the request of Policyholder/ Life Insured are not allowed under the Policy.
- ii. Minor Alterations under the Policy like Name/ Address/Phone No. change etc. are allowed as per the norms of the Company.
- iii. Premium Mode change can be done only on Policy Anniversary.

8. Fraud/Misrepresentation:

In case of fraud or misrepresentation by the Policyholder/Life Insured, the Policy shall be cancelled immediately by paying the Surrender Value, if any, subject to the fraud or misrepresentation being established by the Company in accordance with the Section 45 of the Act.

9. Notice:

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

Customer Care,
Kotak Mahindra Old Mutual Life Insurance Ltd,
Kotak Towers, 7th Floor, Zone IV,
Building No. 21, Infinity Park, Off Western Express Highway,
Goregaon Mulund Link Road, Malad (East), Mumbai 400097
Toll Free: 1800 209 8800
Fax No. 022 - 6725 7452
e-mail: clientservicedesk@kotak.com

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

The Policyholder is also advised to promptly notify the Company of any change in his/her address and/or that of his/her nominee.

Any notice, information or instruction from the Company to the Policyholder shall be mailed to the address specified in the proposal form or to the changed address as intimated to the Company in writing.

10. 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 centers, 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.

11. Force Majeure:

If Our performance or any of Our obligations are in any way prevented or hindered as a consequence of any act of God or State, Strike, Lock Out, Legislation or restriction by any Government or any other authority or any other circumstances beyond Our anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure

12. Governing Laws:

Section 45 of the Act, 1938:

No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policyholder and that the policyholder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling 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 that the age of the life insured was incorrectly stated in the proposal.

i. Anti Money Laundering Provisions:

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

ii. Miscellaneous

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

iii. Jurisdiction:

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

13. General

- i. Any information needed to administer the Policy must be furnished by the Policyholder.
- ii. The Insurer reserves the right to change any of these Policy Clauses if it becomes impossible or impractical to observe or execute the Clauses hereunder.
- iii. The Insurer can check/inspect, at any time, if the Benefits are being paid to the correct person as and when due.

PART G

Grievance Redressal System

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

Customer Care,

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

Toll Free: 1800 209 8800

Fax No. 022 - 6725 7452

Email ID: clientservicedesk@kotak.com

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

The Grievance Redressal Officer,

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

Contact No: 022 - _____

Email ID: kli.grievance@kotak.com

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

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

Email ID: complaints@irda.gov.in

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

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority

9th floor, United India Towers, Basheerbagh

Hyderabad - 500 029, Andhra Pradesh

Fax No: 91- 40 - 6678 9768"

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

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to Premium

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

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

List of Insurance Ombudsman

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Tel.079-27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR - 751 009 Tel.0674- 2535220/3798/1607(Direct) Tele Fax - 0674-2531607 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , CHANDIGARH - 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 Tel. 044-24333678	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

	<p>Fax: 044-24333664</p> <p>E-mail: insombud@md4.vsnl.net.in</p>	
NEW DELHI	<p>Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI - 110 002</p> <p>Tel. 011-23239611 Fax: 011-23230858</p> <p>E-mail: iobdelraj@rediffmail.com</p>	Delhi & Rajasthan
GUWAHATI	<p>Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI - 781 001</p> <p>Tel. : 0361-2131307</p> <p>Fax:0361-2732937</p> <p>E-mail: ombudsmanghy@rediffmail.com</p>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	<p>Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD - 500 004</p> <p>Tel. 040-23325325 Fax: 040-23376599</p> <p>E-mail: insombudhyd@gmail.com</p>	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
ERNAKULAM	<p>Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM - 682 015</p> <p>Tel: 0484-2358734 Fax:0484-2359336</p> <p>E-mail: iokochi@asianetindia.com</p>	Kerala , UT of (a) Lakshadweep , (b) Mahe - a part of UT of Pondicherry
KOLKATA	<p>Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg.</p>	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar

	<p>29, N.S. Road , 3 rd floor, KOLKATA - 700 001</p> <p>Tel.:033-22134869 Fax: 033-22134868</p> <p>E-mail : iombkol@vsnl.net</p>	Islands , Sikkim
LUCKNOW	<p>Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001</p> <p>Tel.:0522-2201188 Fax: 0522-2231310</p> <p>E-mail: ioblko@sancharnet.in</p>	Uttar Pradesh and Uttaranchal
MUMBAI	<p>Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI - 400 054</p> <p>PBX: 022-26106928 Fax: 022-26106052</p> <p>E-mail: ombudsman@vsnl.net</p>	Maharashtra , Goa

Annexure I - (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 alia, 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
- Aadhar Card

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.