

**Critical Illness Benefit (Group Rider)**  
(UIN: 107B009V04)

**PART B**

**A. DEFINITIONS:**

1. **Accident:** An accident is a sudden, unforeseen and involuntary event caused by external visible and violent means
2. **Age** means the age of the Member on his/her last birthday (as per the English calendar) immediately before the date of commencement of Rider cover for that Member.
3. **Beneficiary:** Means the Nominee/Legal Heir/Assignee specified by the Member as the Beneficiary under the base Policy or a person directed by the Court of competent jurisdiction.
4. **Board:** Board means the Board of Directors of Kotal Mahindra Old Mutual Life Insurance Limited.
5. **Critical Illness:** means the illness(es) listed under the 'Description of Terminology'.
6. **Critical Illness Benefit Sum Assured or Rider Sum Assured:** The Rider Sum Assured can be a minimum of Rs. 1,000 and maximum equal to the Member's basic life cover under the base Policy.
7. **Entry Age of Member:**  
Minimum Age at entry: 18 years  
  
Maximum Age at entry: 64 years or maximum entry Age of the base Policy whichever is lower.
8. **Grace Period:** 30 days irrespective of the premium payment mode.
9. **Maturity Age of Member:** Maximum maturity Age of the Member shall be 65 years or maximum maturity Age of the base Policy whichever is lower.
10. **Member:** As defined in the base Policy.

11. **Rider:** Refers to the Critical Illness Benefit (Group Rider).
12. **Rider Benefit Term:** As mentioned in Schedule above.
13. **Waiting Period:** A period of 90 days, from the commencement of the Rider Policy or the date of joining of the Member, whichever is later.

This waiting period shall not be applicable to the Critical illness caused directly due to an Accident during the Rider term.

## PART C

### 1. Benefits Payable:

#### i. Critical Illness Benefit:

If the insured Member is diagnosed with a first instance of the Critical Illness as defined under the 'Description of Terminology' below, and the Member/Policyholder proves the same to the satisfaction of the Insurer, by providing the necessary documents, the Critical Illness Benefit Sum Assured will become payable, subject to the conditions/ exclusions mentioned below, and after payment, this benefit will cease for the Member concerned. This benefit represents an advance of the basic life cover benefits (payable under the base Policy) that would normally have been paid on death of the Member. Therefore, on the payment of the Critical Illness Benefit, such basic life cover benefits will reduce to the extent of Critical Illness Benefit paid.

#### A. Description of Terminology:

The illnesses covered are as follows:

##### 1. First Heart Attack – of specified severity

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- a) a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- b) new characteristic electrocardiogram changes
- c) elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- 1) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;

- 2) Other acute Coronary Syndromes
- 3) Any type of angina pectoris

## 2. Cancer of specified severity

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

The following are excluded –

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

## 3. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source.

Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain.

Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- 1) Transient ischemic attacks (TIA)
- 2) Traumatic injury of the brain

- 3) Vascular disease affecting only the eye or optic nerve or vestibular functions.

#### **4. Open Chest CABG**

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

Excluded are:

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

#### **5. Kidney Failure Requiring Regular Dialysis**

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

#### **6. Major organ / Bone Marrow Transplant**

The actual undergoing of a transplant as receiver of :

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

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

The following are excluded:

- 1) Other stem-cell transplants
- 2) Where only islets of langerhans are transplanted

## **7. Permanent Paralysis of limbs**

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

## **8. Loss of limbs**

The loss by severance of two or more limbs, at or above the wrist or ankle. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

## **9. Aorta surgery**

Undergoing of a laporotomy or thoracotomy to repair or correct an aneurysm, narrowing, obstruction or dissection of the aortic artery. For this definition, aorta means the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm repair are excluded.

## **10. Major burns**

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. A certified physician must confirm the diagnosis and the total area involved using standardized, clinically accepted, body surface area charts.

## **11. Open Heart Replacement OR Repair OF Heart Valves**

The actual undergoing of open-heart valve surgery to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

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

## **12. Blindness**

Total permanent and irreversible loss of vision in both eyes as a result of illness or accident. The diagnosis must be clinically confirmed by an appropriate consultant. The blindness must not be correctable by aides or surgical procedures. For the purpose of this definition, an accident is a sudden, unforeseen and involuntary event caused by external and visible means..

## **13. Coma of specified severity**

A state of unconsciousness with no reaction or response to external stimuli or internal needs.

This diagnosis must be supported by evidence of all of the following:

- (1) No response to external stimuli continuously for at least 96 hours;
- (2) Life support measures are necessary to sustain life; and
- (3) Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

## **14. Parkinson's Disease**

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant neurologist. This diagnosis must be supported by all of the following conditions:

- (1) The disease cannot be controlled with medication; and
- (2) There are objective signs of progressive deterioration; and
- (3) There is an inability of the Life Assured to perform (whether aided or unaided) at least three (3) of the following five (5) "Activities of Daily Living" for a continuous period of at least 6 months:

Activities of Daily Living are defined as:

1. Washing - 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;
2. Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
4. Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Feeding - the ability to feed oneself once food has been prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

### **15. Benign Brain Tumour**

A life threatening tumor in the brain causing permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least six consecutive months. The presence of the underlying tumour must be confirmed by imaging studies such as a CT scan or MRI.

Conditions such as cysts, granulomas, malformations in the arteries or veins of the brain, haematomas, abscesses, acoustic neuroma, and tumours of the pituitary gland, or spinal cord are not covered

### **16. Loss of Speech**

Total and permanent loss of the ability to produce intelligible speech as a result of irreversible damage to the larynx or its nerve supply from the speech centres of the brain caused by injury, tumour or sickness. Medical evidence must be supplied by an appropriate specialist to confirm laryngeal dysfunction and that the loss of speech has lasted for more than 6 months continuously. All psychiatric causes of loss of speech are excluded.



## 17. Motor Neuron Disease

Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis.

There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months

The Critical Illness Benefit shall be payable subject to the following conditions and exclusions:

### B. Conditions:

- a. This benefit is payable in respect of the Member alone. The claimant must be a Member as defined under the base Policy and must be covered under this Rider on the day of diagnosis.
- b. The basic life Cover Benefit under the base Policy is in full force at the time of the diagnosis of the Critical Illness.
- c. This benefit is in full force at the time of the diagnosis of the Critical Illness.

### C. Exclusions:

The Member will not be entitled to any benefits if a Critical Illness results either directly or indirectly from any one of the following causes:

- i. Diseases in the presence of an HIV infection;
- ii. Any disease occurring within the waiting period;
- iii. No benefits will be payable for a period of 48 months for any event which is a direct or indirect result of any pre-existing diseases\*.  
\* Any condition, ailment or injury or related condition(s) for which Life Assured 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 insurer.

- iv. Any congenital condition.
- v. Intentional self-inflicted injury, attempted suicide, while sane or insane.
- vi. Alcohol or Solvent abuse or taking of Drugs, narcotics or psychotropic substances unless taken in accordance with the lawful directions and prescription of a registered medical practitioner.
- vii. Failure to seek or follow medical advice or treatment under reasonable circumstances from any registered and qualified Medical Practitioner. Medical Practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

Medical Practitioner shall not include:

The Policyholder's Spouse, Father (including step father) or Mother (including step mother), Son (including step son), Son's wife, Daughter, Daughter's husband, Brother (including step brother) and Sister (including step sister) or Life insured / policyholder under this policy

- viii. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), armed or unarmed truce, civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, strikes.
- ix. Taking part in any naval, military or air force operation during peace time.
- x. Participation by the insured person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- xi. Participation by the insured person in a criminal or unlawful act with criminal intent
- xii. Engaging in or taking part in hazardous activities\*\*, including but not limited to, diving or riding or any kind of race; martial arts; hunting; mountaineering; parachuting; bungee-jumping; underwater activities involving the use of breathing apparatus or not.  
\*\* Hazardous Activities mean any sport or pursuit or hobby, which is potentially dangerous to the Insured Member whether he is trained or not.
- xiii. 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

**ii. Death Benefit:**

In case of death of the Member, there shall be no benefit payable under this Rider.

**iii. Maturity Benefit:**

There is no maturity benefit available under this Rider.

**2. Payment of Rider Premium:**

The Rider Premium payment option and mode shall be same as Premium Payment Option of the base Policy.

The Rider Premium Payment Term shall be equal to the Rider Benefit Term.

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

Frequency	Modal Factor
Annual	N.A.
Half yearly	51% of annual premium
Quarterly	26% of annual premium
Monthly	8.75% of annual premium

Service tax and cess shall be levied on the rider premiums and may change as per Government Laws.

**3. Lapse:**

The Rider Benefit will lapse if premiums for Rider are not paid in full within the Grace Period and no benefit shall be payable under such circumstances.

The lapsed Rider can be revived as mentioned in the Revival clause, mentioned below.

## PART D

### 1. Revival:

The Rider cannot be revived independently and can only be revived along with the revival of the base Policy in accordance with the terms and conditions of the base Policy and as per the Board approved underwriting policy.

### 2. Waiting Period:

No claim will be payable if Critical Illness arises within the Waiting Period.

### 3. Surrender Value:

On detachment of the Rider from the base plan, the Surrender Value (if any) acquired by the Rider would be payable and shall be consistent with the cash surrender value under the base plan.

### 4. Reduced Paid-Up Benefit:

Rider cannot acquire Reduced Paid Up value.

### 5. Loans:

No loan facility is available under the Rider

### 6. Claims:

The minimum documents required to make a claim under this Rider are the documents supporting the following:

- i. Date of diagnosis of the Critical Illness
- ii. Nature and extent of the Critical Illness and details thereof, including medical reports and investigations, and
- iii. The Member's address.

In case of Critical Illness directly arising out of an Accident, claimant is required to submit the following documents:

- a. Certified copies of First Information Report [FIR] and the Final Police Closure Report
- b. Any associated newspapers cutting

Critical Illness Benefit (Group Rider)  
(UIN: 107B009V04)

- c. If the claim event occurs due to any car or motor accident where the Member was the driver, then, a certified copy of the Member's valid driving license.

The Insurer, may, ask for more documents to clarify the queries raised by it. After the Insurer receives all the documents required for processing the claim, a written communication shall be sent to the claimant intimating the claim status and further action required

#### **7. Free Look Provision:**

In case the Policyholder is not agreeable to any of the provisions stated in the Rider, then there is an option of returning the Rider stating the reasons thereof within 15 days from the date of the receipt of the Rider. 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 Rider document the Insurer shall arrange to refund the premium paid after deducting the stamp duty, medical expenses, if any and proportionate risk premium for the period of cover.

Rider 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 rider. The Rider stands cancelled when the Free Look Provision of the base Policy is exercised.

**PART E**  
NOT APPLICABLE

Critical Illness Benefit (Group Rider)  
(UIN: 107B009V04)

Page 14 of 16

CIN: U66030MH2000PLC128503

**REGISTERED OFFICE:** 4<sup>th</sup> Floor, Vinay Bhavya Complex, 159 A, CST Road, Kalina, Santacruz (East), Mumbai – 400 098, India. **TOLL FREE PHONE NUMBER:** 1800 209 88 00 **WEBSITE:** <http://insurance.kotak.com>

## PART F

### 1. General Terms and conditions:

- a) Section 38, 39 and 45 of the Insurance Act, 1938 as amended from time to time shall be applicable.
- b) All the provisions of the base Policy shall be applicable to the Rider Benefit.
- c) The Rider term shall not exceed the term of the base Policy.

## PART G

Query/Complaint Resolution and List of Ombudsman already provided in the base Policy

Critical Illness Benefit (Group Rider)  
(UIN: 107B009V04)

Page 16 of 16

CIN: U66030MH2000PLC128503

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