

## PART B

### A. DEFINITIONS:

#### 1. **Act:**

Means Insurance Act, 1938

#### 2. **Age**

Refers to the age of the Life Insured on the last birthday (as per the English calendar)

#### 3. **Assignee:**

Means the person to whom the Policy is assigned and the notice of which is endorsed by the Insurer.

#### 4. **Basic Sum Assured:**

Means the amount (as given in the Schedule) used to calculate the 'Death Benefit' as mentioned under clause on 'Benefits Payable'. Kindly refer to the benefits payable section for the amount payable in the event of death or maturity.

#### 5. **Claimant**

Means, the Policyholder; or the Life Insured; or the Assignee; or the nominee; or the legal heir of the Policyholder or the nominee, as the case may be.

#### 6. **Benefits:**

Benefits available under the Policy shall be in the event of death of the Life Insured or upon maturity or on discontinuance of this Policy. Details of these are mentioned under the "Benefits Payable" clause, to be read with the Terms & Conditions under this contract.

#### 7. **Date of Commencement of Policy:**

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

#### 8. **Date of Commencement of Risk:**

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

### **9. Date of Discontinuance of the Policy:**

Means, the date on which the Company receives the intimation from the Life Insured or the Policyholder about discontinuance of the Policy or the Surrender of the Policy

### **10. Discontinued Policy:**

Means a policy which has reached the Date of Discontinuance and, depending upon the years since inception of the Policy, either:

1. The Fund Value less Discontinuance Charges (if any) under the policy have been transferred to Discontinued Policy Fund; or
2. Discontinuance benefit has been paid to the policyholder as envisaged under the contract, and the contract has been terminated.

### **11. Discontinued Policy Fund:**

Means the fund of the Company that is set aside and is constituted by the Fund Value less Discontinuance Charges (if any) of all discontinued policies determined in accordance with Insurance Regulatory and Development Authority (Linked Insurance Products) Regulations, 2013 as amended from time to time

### **12. Fund Value:**

Fund Value is the product of the total number of units under a policy and the respective NAVs. Wherever moneys are invested in several funds, the Fund Value will be the aggregate of the values computed separately for each fund.

The Unit Balance in respect of a particular Fund is the aggregate of the units bought (available monies allocated to this Fund, including money available on switching from another Fund at the Policyholder's request, divided by the prevailing Unit Price) minus the units sold (amounts withdrawn by the Company periodically to meet charges, or amounts switched out of this Fund at the Policyholder's request, divided by the prevailing Unit Price).

In determining the value of the Fund(s), the investments and other assets of the Fund(s) shall be valued at such values in accordance with the IRDAI Regulations/ Directions prevailing at that time. Due allowance shall be made for the expenses of the Fund(s), specified hereunder, and for any liability of the Fund(s) such as capital gains tax, capital levy or any other taxes.

### **13. Lock-in-period:**

Means the period of five consecutive Policy years from the date of commencement of the Policy, during which period the proceeds of the discontinued policies cannot be paid by the Company to the

Policyholder or to the Life Insured, as the case may be, except in the case of death or upon the happening of any other contingency covered under the Policy.

#### 14. Loyalty Addition:

Loyalty Additions (units) are credited to the Main Account during the Policy Term at the end of the 10<sup>th</sup> and 15<sup>th</sup> policy year, subject to the policy being in force i.e. not in the discontinued state. These Additions will be a percentage of the average value of Funds in the Main Account in the three years preceding the benefit payment.

Single Premium Band (Rs.)	Loyalty Addition	
	10 years term	15 years term
3,00,000 – 6,99,999	4%	5%
7,00,000 & above	5%	6%

#### 15. Main Account:

Consists of units purchased through Premium.

#### 16. Minimum Age & Maximum Age:

The Minimum Age of the Life Insured at entry is: 8 years for a Policy Term of 10 years and 03 years for a 15 years Policy Term

The Maximum Age of the Life Insured at entry is 45 years for a 10 years' Policy Term and 43 years for a 15 years' Policy Term.

The Minimum Age of the Life Insured at maturity is 18 years

The Maximum Age of the Life Insured at maturity is 55 years for a 10 years' Policy Term and 58 years for a 15 years' Policy Term..

#### 17. Net Asset Value (NAV):

The Unit price / Net Asset Value (NAV) will be calculated on each business day.

The Net Asset Value will be calculated as:

$$\frac{\text{Market Value of investment held by the fund} + \text{Value of Current Assets} - \text{Value of Current Liabilities and Provisions (if any)}}{\text{Number of units existing at the valuation date (before creation/redemption of any units)}}$$

Number of units existing at the valuation date (before creation/redemption of any units)

Unit prices will be available from the Company on request and/or on the website of the Company.

Appropriate adjustments to unit prices may be made by the Company to give effect to any changes in the prevailing tax laws or other legislation.

**18. Policy:**

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

**19. 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).

**20. Premium:**

Means the Single Premium payable under the Policy. The Premium shall be subject to taxes as may be applicable from time to time.

**21. Surrender:**

Means the request by the Policyholder (in prescribed format) to the Company, for termination of the Policy in accordance with the provisions of the Policy Document

**22. Unit:**

Unit means the interest of the unit holders in a fund, which consists of each unit representing one undivided share in the assets of a fund.

## PART C

### 1. BENEFITS PAYABLE

The following benefits are payable under the Policy:

#### **I. Maturity Benefit:**

On survival of the Life Insured to the end of the Policy Term, the benefit available on maturity will be:  
Fund Value including the Loyalty Additions, if any.

#### **The Settlement Option:**

The Policyholder may take the maturity benefit either as a lump sum or over a period of five years (settlement period) in the following manner:

- i.* 50% as a lump sum and the rest through regular instalments, or
- ii.* Entire payment through regular instalments;

The above mentioned options (i) and (ii) would be subject to the following conditions:

1. To exercise this Settlement Option at the time of maturity, the Policyholder will need to inform the company within a period of 3 months preceding the maturity of the policy.
2. At maturity, the Policyholder will pre-specify the mode in which instalments will be paid (e.g. quarterly, semi-annually or annually)
  - i.* In case of option *i* above, after the payment of lump sum amount, 20% of the balance amount (i.e. 10% of the Maturity Benefit) shall be payable each year over a period of 5 years.
  - ii.* In case of option *ii* above, the yearly installments i.e. 20% of Maturity Benefit will be payable over a period of five years.
  - iii.* In case of non-annual modes, the yearly installments for each year shall be further divided equally as per mode chosen.
3. During this settlement period, the investment risk will be borne by the Policyholder. Thus there is a possibility that the Fund Value can grow or deplete during the Settlement Period and the return/risk of such movement will be borne by the Policyholder. Accordingly the Total Benefit payable under the product may vary.
4. Only Self Managed Investment Strategy will be available for choosing Funds available during Settlement period. The Policyholder should specify the choice of funds into which maturity amounts are to be maintained with the Company. Such selection of funds should be specified at the point of pre-settlement notification.
5. Switching between the funds will not be allowed during the settlement period.
6. Partial Withdrawals will not be allowed during the settlement period.
7. The number of units to be liquidated to meet each payment shall depend on the respective fund NAVs as on the date of each payment.
8. Life cover and other benefits are not provided during the settlement period.
9. If the Policyholder requests for pre-closure or the Fund Value is insufficient (due to

- volatility in the Market) to pay the desired amount of instalment, then the balance Fund Value will be payable and the policy will be terminated.
10. In case of death of the Policyholder during this period, the outstanding Fund Value shall be paid immediately in lump sum.
  11. No other charges except Fund Management Charge and the applicable taxes (currently service tax and cess) are levied during this period. The Fund Management Charge will be adjusted in the NAVs of the applicable Funds.
  12. At the end of the settlement period, the balance fund Value, if any, will be payable as lump sum.

**Note:**

The Fund Value will be computed based on the closing Net Asset Value (NAV) on:

- i. the business day coinciding with the date of maturity if it is a business day; or
- ii. the next business day if the date of maturity falls on a holiday.

**II. Death Benefit:**

- i. The benefits available on the death of the Life Insured during the Policy Term will be as follows:

Higher of

- Basic Sum Assured, i.e., 10 times of Single Premium paid; or
  - Fund Value (inclusive of Loyalty Additions, if any)
- ii. Minimum Death benefit payable will be 105% of the Single Premium paid
  - iii. Applicable Partial Withdrawals will get reduced from the Basic Sum Assured. Please refer to "Partial withdrawal" section for details.
  - iv. Death Benefit is payable as a lump sum and no settlement option is available. Once this benefit is paid the Policy terminates and no further benefits are payable.
  - v. Amount payable on Death of the Life Insured under Discontinuance of Policy:

On the death of the Life Insured during the Lock-in Period (when the Policy has been discontinued /surrendered/completely withdrawn), the proceeds of the Discontinued Policy Fund (which is subject to a minimum interest rate specified by IRDAI) till the date of intimation of death, will be paid immediately and the Policy will get terminated thereafter. The current minimum interest rate applicable is 4% p.a.

No other benefit shall be paid.

### III. Benefit on Discontinuance of the Policy:

Where the Policyholder exercises the option of discontinuance / complete withdrawal from the Policy / Surrender;

#### i. During Lock-in period:

- The Policyholder must intimate the Company in writing
- Fund value (net of applicable Discontinuance Charge) of the Policy shall be credited to the Discontinued Policy Fund and the income, if any, earned on such Fund shall be apportioned to the said Fund.,
- Proceeds of the Discontinued Policy (after addition of interest computed at the interest rate as specified by IRDAI from time to time) shall be paid only upon completion of the lock-in period and upon such payment the Policy shall stand terminated.
- Insurer shall make the above mentioned payment by means of a cheque or demand draft or direct credit.

#### ii. After Lock-in Period:

Fund Value will be paid out immediately and policy will get terminated

### IV. Non-Negative Claw-back Additions:

In the process to comply with the reduction in yield requirement as per IRDA (Linked Insurance Products) Regulation, 2013; Company may arrive at specific non-negative additions, if any, to be added to the Fund Value, as applicable, at various durations of time after the first five years of the Policy. Such non-negative additions shall be called as non-negative claw-back additions.

## 2. PREMIUMS PAYABLE

#### i. Mode of Premium Payment: Single

Benefit	Single Premium Paid (Rs.)	Date of Commencement
Basic Benefit	_____	_____

Service Tax and Cess at prevailing applicable rate will be adjusted from the Fund Value.

#### ii. Payment of Premiums

The Premium is payable in advance before the date of commencement of the Policy.

It shall not be obligatory on 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 have not been honoured, thereby resulting in non-payment/non-receipt of the premium(s)/payments under the policy

Special Conditions, if any:

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

Authorised Signatory



## PART D

### 1. Discontinuance of Policy

Discontinuance of the Policy means the state of the Policy that could arise anytime during the Policy Term on account of a request by the Policyholder to discontinue the Policy. For benefits available on discontinuance of Policy, please refer to the clause 'Benefit on Discontinuance of the Policy' in Part C.

### 2. Partial Withdrawals

- i. The Partial Withdrawals are allowed only after completion of the Lock-in Period. Partial Withdrawal will only be allowed if the Life Insured has attained 18 years of age.
- ii. The minimum amount of Partial Withdrawal is Rs.5,000. Partial Withdrawals should be in multiples of Rs.1,000. Partial Withdrawal charges (as mentioned under the Section 'Charges') will be applicable.
- iii. The minimum amount equal to 50% of the Single Premium paid is required to be maintained after the partial withdrawal, i.e. Partial Withdrawals that result in Fund Value being less than 50% of the Single Premium will not be allowed. If the Fund Value (after Partial Withdrawal) subsequently falls below the aforementioned limit, either because of a charge or due to a fall in NAV, the Policy will continue so long the Fund Value remains positive.
- iv. For the purpose of calculating death benefit payable, partial withdrawals made in the two years immediately preceding the date of death will get reduced from the Basic Sum Assured.
- v. However, minimum death benefit will be subject to a floor of 105% of the single Premium paid.
- vi. The Company may at any time, change such limits on Partial Withdrawal and minimum Fund Value to be maintained after Partial Withdrawal. Any such limits will be subject to approval by IRDAI.

### 3. Reduced Paid-Up Option

No reduced paid up option will be available under this Policy.

### 4. Loans

No Loan facility available under the Policy.

### 5. Policy Alterations

Policy alterations are not allowed under the Policy.

### 6. Vesting on attaining majority

Where the Policy has been issued on the life of a minor, the Policy shall automatically vest on him/her with effect from the date of completion of 18 years of age and the Life Insured will become the holder of the Policy from such date. The Company shall thereafter enter into all correspondence directly with him. Any assignment or nomination of the Policy contrary to this provision would be null and void as against the Company.

In case of a policy held by a minor, the Company shall till the date of his/her attaining majority seek instructions from and enter into all correspondence directly with the Legal Guardian whose details are made available to the Company. The Company shall not be held responsible vis-à-vis the Policyholder for any acts executed by it, based on any instructions issued to it by such a Guardian.

Benefit Payout on maturity of such policy will go to the Policyholder.

### 7. Free Look Provision

The policyholder is offered 15 days free look period for a policy sold through all channels (except for Distance Marketing\* Channel which will have 30 Days) from the date of receipt of the Policy wherein the policyholder may choose to return the Policy stating the reasons thereof, within 15 days / 30 days of receipt if s/he is not agreeable with any of the terms and conditions of the Policy. Should s/he choose to return the Policy, s/he shall be entitled to a refund of the non-allocated premium plus charges levied by cancellation of Units plus Fund Value at the date of cancellation less expenses in accordance with IRDA (Protection of Policyholders' Interests) Regulations, 2000. 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 addition to the above, Free Look Provision as per the base Policy is also applicable on the Rider contract, if any. The Rider stands cancelled when the Free Look Provision of the base Policy is exercised.

\*Distance Marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes: (i) Voice mode, which includes telephone calling (ii) Short Messaging service (SMS) (iii) Electronic mode which includes e-mail, internet and interactive television (DTH) (iv) Physical mode which includes direct postal mail and newspaper & magazine inserts and (v) Solicitation through any means of communication other than in person.

## PART E

### 1. Allocation of Available Monies to Fund(s):

- i. Available Monies means the Premium(s) paid after deducting Premium Allocation Charges (please refer Clause on Charges for details of these and other charges), applicable taxes/levies etc.
- ii. Available Monies shall be applied to buy units in the Funds selected by the Policyholder, as per the terms and conditions of the Policy Document.

### 2. Investment Strategies:

In this Plan, Policyholder has the flexibility to choose from three Investment Strategies i.e. Self Managed Strategy, Age Based Strategy and Systematic Switching Strategy (SSS), which shall be subject to the following terms and conditions:

- i. Investment in more than one Investment Strategy simultaneously shall not be allowed. The default strategy will be Self-Managed. Fund allocation shall be done as defined under the selected Investment Strategy.
- ii. SSS can be opted only at the inception and would be applicable only in first policy year.
- iii. Exiting an opted Strategy and selecting another strategy is allowed under this plan, except in case of SSS has been chosen at the inception then exiting out of SSS will be allowed but re-starting of SSS will not be allowed. However, for the other two strategies (Self-Managed Strategy and Age Based Strategy), Policyholder can choose to exit the opted Strategy and select other Strategy, anytime during the policy term.
- iv. Upon exiting the opted strategy and selecting another strategy, written request needs to be sent to KLI. The new strategy will be effective from next policy anniversary after receipt of the written request. In such scenario, the funds in existing Investment Strategy will be transferred to the opted Investment Strategy.
- v. The Policyholder can also stop the Investment Strategy at any point of time during the policy term by a written request and on such a request, policyholder will have to select from the funds available under Self-Managed Strategy for transfer of the funds. This shall take effect from the next policy month after the receipt of written request.

- vi. Investment Strategies will not be available and/or operational during Discontinuance.
- vii. In respect of premiums/funds switched received up to 3.00 p.m. by the Company along with a local cheque or a demand draft payable at par at the place where the premium is received, the closing NAV of the day on which premium is received shall be applicable.
- viii. In respect of premiums/funds switched received after 3.00 p.m. by the Company along with a local cheque or a demand draft payable at par at the place where the premium is received, the closing NAV of the next business day shall be applicable.
- ix. In respect of premiums received with outstation cheques/demand drafts at the place where the premium is received, the closing NAV of the day on which cheques/demand draft is realized shall be applicable.
- x. Having regard to the above, Company shall ensure that each and every payment instrument is banked with utmost expedition at the first opportunity, given the constraints of banking hours, prudently utilizing every available banking facility (e.g. high value clearing, account transfer etc.) Any loss in NAV incurred on account of delays, shall be made good by the Company.

**I. Self-Managed Strategy:**

This strategy offers the flexibility to choose from a range of 5 fund options as follows:

Investment Options	Objective	Risk- Return Profile	Equity	Debt	Money Market
Classic Opportunities Fund (ULIF-033-16/12/09-CLAOPPFN D-107)	Aims to maximize opportunity for long-term capital growth, by holding a significant portion in a diversified and flexible mix of large / medium sized company equities.	Aggressive	75%-100%	0%-25%	0%-25%
Frontline Equity Fund	Aims for a high level of capital growth, by holding a significant	Aggressive	60%-100%	0%-40%	0%-40%

Kotak Single Invest Advantage  
 UIN (107L065V03) v.1.0

CIN: U66030MH2000PLC128503

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(ULIF-034-17/12/09-FRLEQUFN D-107)	portion in large sized company equities				
Dynamic Bond Fund (ULIF-015-15/04/04-DYBNDFN D-107)	Aims to preserve capital by investing in high quality corporate bonds and generating relatively higher fixed returns	Conservative	-	60% - 100%	0%-40%
Dynamic Gilt Fund (ULIF-006-27/06/03-DYGLTFN D-107)	Aims to provide safety to your capital by investing in Govt. Securities where default risk is close to zero	Conservative	-	80% - 100%	0%-20%
Money Market Fund (ULIF-041-05/01/10-MNMKKF ND-107)	Aims to protect capital and not have downside risks.	Secure	-	-	100%
The Money Market Fund (ULIF-041-05/01/10-MNMKKFND-107) is the default fund in case of closure/modification of any fund offered with this product.					

#### Additional Terms & Conditions for Self-Managed Strategy:

- Switching from one fund to another is available for any number of times during each Policy year.
- After utilizing available free switches during a Policy year, fund switching will be chargeable as mentioned in the Switching Charges section.

## II. Age Based Strategy:

In this investment strategy, allocation is done basis Age of Life Insured and risk appetite of the Policyholder.

There are three types of risk appetite, viz. Aggressive, Moderate and Conservative. Based on the risk appetite opted by the Policyholder, allocation is done between Classic Opportunities Fund and Dynamic Bond Fund as follows:

### Aggressive

Age of Life Insured (years)	Classic Opportunities Fund	Dynamic Bond Fund
0-25	80%	20%
26-35	70%	30%
36-45	60%	40%
46-50	50%	50%
51 onwards	40%	60%

### Moderate

Age of Life Insured (years)	Classic Opportunities Fund	Dynamic Bond Fund
0-25	70%	30%
26-35	60%	40%
36-45	50%	50%
46-50	40%	60%
51 onwards	30%	70%

## Conservative

Age of Life Insured (years)	Classic Opportunities Fund	Dynamic Bond Fund
0-25	60%	40%
26-35	50%	50%
36-45	40%	60%
46-50	30%	70%
51 onwards	20%	80%

### Monthly rebalancing:

On a monthly basis, Units shall be rebalanced as necessary to achieve the aforementioned proportions of the Fund Value in the identified funds. The re-balancing of Units shall be done on the monthly Policy anniversary. The above proportions shall apply until the last 12 Policy months are remaining.

### Safety on maturity:

As the Policy approaches the Maturity date, to ensure that short-term market volatility does not affect the accumulated savings, the total corpus will be transferred from the above funds to the Money Market Fund during last 12 Policy months in the manner as mentioned below:

Policy Month	1	2	3	4	5	6	7	8	9	10	11	12
Proportion of units transferred	1/12	1/11	1/10	1/9	1/8	1/7	1/6	1/5	1/4	1/3	1/2	1/1

### Additional Terms & Conditions for Age Based Strategy:

- In case risk appetite is to be changed during the Policy Term, it can be done only 4 times in a Policy year. There will be no charge for such change.
- The change can be done through a written request which shall be effective from next monthly Policy anniversary of receipt of such written request by the Company.
- Switching from one fund to another shall not be allowed.
- Whenever this Investment Strategy is opted, the fund allocation shall be done basis the attained Age of the Life Insured under the opted risk appetite.



- This investment strategy is not available in last Policy year.

**III. Systematic Switching Strategy:**

Systematic Switching Strategy allows investing all or some part of the investment in Money Market Fund and transferring a pre-defined amount every month into, either **Classic Opportunities Fund** or **Frontline Equity Fund** (as per selection). This shall be executed by redeeming the required number of Units from Money Market Fund at the applicable Unit value, and allocating new units in the Classic Opportunities Fund or Frontline Equity Fund at the applicable unit value. The transfer is executed automatically at the beginning of the Policy month. SSS can be chosen only at the inception and will work only during the first policy year.

**Mechanism for Switching**

Units available in the Money Market Fund shall be switched automatically into the selected fund i.e. Classic Opportunities Fund or Frontline Equity Fund in the following manner:

Policy Month	1	2	3	4	5	6	7	8	9	10	11	12
Proportion of units transferred	1/12	1/11	1/10	1/9	1/8	1/7	1/6	1/5	1/4	1/3	1/2	1/1

After completion of the first year, the funds will remain in the chosen Fund, unless the Policyholder opts for change in investment strategy subsequently. If the Policyholder does not opt for change in investment strategy, he/she will have a choice to switch out with the total corpus to the Money Market Fund during the last 12-month period of the Policy Term in the below mentioned manner. This is known as Systematic Exit Strategy (SES).

Policy Month	1	2	3	4	5	6	7	8	9	10	11	12
Proportion of units transferred	1/12	1/11	1/10	1/9	1/8	1/7	1/6	1/5	1/4	1/3	1/2	1/1

**Additional Terms & Conditions for Systematic Switching Strategy:**

- SSS can be chosen at the inception only and will be applicable in the first policy year.
- Although SES can be availed by the Policyholder at policy inception or at any point of time prior to the last Policy year, but it will commence only in the last Policy year.
- It can be stopped at any point of time during the Policy term, even when operational, by a written request which shall be effective from next monthly Policy anniversary after receipt of the written request.

## 2. Fund Descriptions

**Note: When markets are turbulent, the asset allocation percentages indicated below may be changed in the interest of the Policyholder, in all funds, subject to prior approval from IRDAI.**

### A) Money Market Fund (ULIF-041-05/01/10-MNMKKFND-107):

The portfolio will consist of money market investments such as treasury bills, commercial paper, certificates of deposit, short-term deposits, bills of exchange debentures, bonds and Government securities etc.

	Minimum	Maximum
Short term Investments such as money market instruments, short term bank deposits, call money and cash	100%	100%

### B) Dynamic Gilt Fund (ULIF-006-27/06/03-DYGLTFND-107):

The portfolio will primarily consist of Government securities.

	Minimum	Maximum
Investment in Government / Government guaranteed securities	80%	100%
Short term Investments such as money market instruments, short term bank deposits, call money and cash	0%	20%

### C) Dynamic Bond Fund (ULIF-015-15/04/04-DYBNDFND-107):

The portfolio will consist of high quality debt instruments including corporate debt and infrastructure debt assets as defined in the IRDAI regulations, Government securities and short term investments.

	Minimum	Maximum
Investment in other debt securities	60%	100%
Short term Investments such as money market instruments, short term bank deposits, call money and cash	0%	40%

**D) Frontline Equity Fund (ULIF-034-17/12/09-FRLEQUFND-107):**

The portfolio will be professionally managed and primarily invested in listed equity and equity related investments. This will be a high risk portfolio with potential to earn high returns but coupled with high volatility of returns, which means that there can be negative returns in some year(s).

	Minimum	Maximum
Investment in equity shares /equity related instruments	60%	100%
Debt instrument	0%	40%
Money Market	0%	40%

**E) Classic Opportunities Fund (ULIF-033-16/12/09-CLAOPPFND-107):**

The portfolio will be professionally managed and primarily invested in listed equity and equity-related investments. The equity investments will comprise a flexible mix of large-cap companies and mid-cap companies.

The high equity exposure in particular to mid-cap companies, offers investors the potential to earn superior returns in the longer term, but exposes the investor to increased volatility of returns and capital values in the short to medium term.

	Minimum	Maximum
Investment in equity shares	75%	100%
Debt instrument	0%	25%
Money Market	0%	25%

**G) Discontinued Policy Fund ((ULIF-050-23/03/11-DISPOLFND-107) :**

Aims to provide secure returns to policies in the discontinued state, by investing in low risk debt instruments..

	Minimum	Maximum
<b>Money Market Instruments</b>	<b>0%</b>	<b>40%</b>
<b>Govt. Securities</b>	<b>60%</b>	<b>100%</b>

Note: The various fund names offered under this contract do not in any way indicate the quality of these plans, their future prospects and returns.

### 3. Charges

#### i. Premium Allocation Charge

The Premium Allocation Charges, at the following rates, shall be levied on the Premium paid:

Single Premium Bands	Premium Allocation Charge (% of Single Premium)
Rs. 3,00,000 to Rs. 6,99,999	3%
Rs. 7,00,000 and above	2%

#### ii. Policy Administration Charges

No Policy administration charges are applicable under the Policy.

#### iii. Fund Management Charge

This is a charge levied as a percentage of the value of assets and shall be appropriated by adjusting the Net Asset Value. This is a charge levied at the time of computation of Net Asset Value. The Fund Management Charge is as follows:

Fund	Charges as a % of the value of the assets in each fund
Classic Opportunities Fund (ULIF-033-16/12/09-CLAOPPFND-107)	1.35 % per annum
Frontline Equity Fund (ULIF-034-17/12/09-FRLEQUFND-107)	1.35 % per annum
Dynamic Bond Fund (ULIF-015-15/04/04-DYBNDFND-107)	1.20 % per annum
Dynamic Gilt Fund (ULIF-006-27/06/03-DYGLTFND-107)	1.00 % per annum
Money Market Fund (ULIF-041-05/01/10-MNMKKFND-107)	0.60 % per annum
Discontinued Policy Fund ( ULIF-050-23/03/11-DISPOLFND-107)	0.50% per annum

iv. **Mortality Charges**

Mortality charge is required to meet the benefits payable on death of Life Insured during each year. Mortality charges are calculated on Sum at Risk and deducted from the Fund Value on a monthly basis by cancellation of units. These charges are calculated by multiplying the Sum at Risk by mortality rate.

**Sum at Risk**

**Sum at Risk will be calculated as:**

[Highest of:

- Basic Sum Assured (10 times of Single Premium) LESS applicable Partial Withdrawals, if any, or
- Fund Value in Main Account]

LESS Fund Value in Main Account

The mortality rates per unit of Sum at Risk are set out in the table below and are guaranteed throughout the Policy Term.

**Mortality Rates (per unit Sum at Risk)**

Age	Mortality Charge	Age	Mortality Charge
3	2.212	40	1.803
4	1.670	41	1.469
5	1.265	42	1.605
6	0.964	43	1.762
7	0.744	44	1.944
8	0.590	45	2.155
9	0.492	46	2.398
10	0.440	47	2.675
11	0.428	48	2.987
12	0.448	49	3.333
13	0.491	50	3.709
14	0.549	51	4.112
15	0.614	52	4.538
16	0.680	53	4.982
17	0.743	54	5.442
18	0.800	55	5.916
19	0.848	56	6.407
20	0.888	57	6.919
21	0.919	58	7.458
22	0.943		
23	0.961		
24	0.974		
25	0.984		
26	0.994		
27	1.004		
28	1.017		
29	1.034		
30	1.056		
31	1.084		
32	1.119		
33	1.164		
34	1.218		
35	1.282		

Kotak Single Invest Advantage  
 UIN (107L065V03) v.1.0

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>

36	1.358		
37	1.447		
38	1.549		
39	1.667		

v. **Partial Withdrawal Charge**

There will be a lock-in period of five years during which no Partial Withdrawals will be allowed. Thereafter, Partial Withdrawals will be allowed subject to other terms and conditions of the Policy and also subject to payment of a charge of Rs.250 per Partial Withdrawal. . .

vi. **Discontinuance Charges**

Discontinuance charges will be applicable as follows:

Year during which policy is discontinued	1	2	3	4	5+
For All Single Premium Levels	Lowest of <ul style="list-style-type: none"> <li>▪ 1% of SP</li> <li>▪ 1% of FV</li> <li>▪ Rs. 6000/-</li> </ul>	Lowest of <ul style="list-style-type: none"> <li>▪ 0.5% of SP</li> <li>▪ 0.5% of FV</li> <li>▪ Rs. 5000/-</li> </ul>	Lowest of <ul style="list-style-type: none"> <li>▪ 0.25% of SP</li> <li>▪ 0.25% of FV</li> <li>▪ Rs. 4000/-</li> </ul>	Lowest of <ul style="list-style-type: none"> <li>▪ 0.1% of SP</li> <li>▪ 0.1% of FV</li> <li>▪ Rs. 2000/-</li> </ul>	Nil

vii. **Switching Charge**

12 free switches in a year are allowed under this plan. Thereafter a charge of Rs. 250 per switch is applicable. Fund switches shall only be chargeable when the policyholder exhausts all available free switches by doing manual fund switches (which is possible only in case of Self-Managed Strategy).

viii. **Maximum Cap on Charges**



- The Switching Charge and Partial Withdrawal Charge cannot be increased beyond Rs.2,000 per switch.
- Replacement of policy document will be charged at Rs.500.
- Cheque dishonour will be charged at Rs. 250
- Any change in the above limits will be made only after clearance by the IRDAI.

ix. **Statutory Taxes/Levies**

All applicable charges are subject to Service Tax and Cess and any other statutory levies as may be applicable from time to time. This may change as per Government Laws.

## PART F

### 1. Suicide Exclusion:

- i. In the event of the Life Insured committing suicide within one year from the Date of issuance of the Policy, only the Fund Value as on the date of death is payable.
- ii. Any charges recovered subsequent to the date of death shall be payable.

### 2. Payment of Premiums

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

### 3. Termination of Policy:

The Policy will be forfeited if, the Fund Value in the Main Account is not sufficient to cover the Mortality, Policy Administration Charges and other applicable Charges (if any) or any condition herein contained or endorsed hereon is contravened.

### 4. Assignment and Nomination

- i. Assignment may be made in accordance with provisions of sec 38 of the Insurance Act 1938, as amended from time to time. [A Leaflet containing the simplified version of the provisions of Section 38 is enclosed in Annexure - 1 for reference]
- ii. Nomination may be made in accordance with provisions of sec 39 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of Section 39 is enclosed in Annexure - 2 for reference]
- iii. In case of Lapse of the Policy, fresh nomination and assignment will not be allowed.
- iv. 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. Fraud, Misrepresentation and Forfeiture

Fraud, Misrepresentation and forfeiture would be dealt with in accordance with provisions of Sec 45 of the Insurance Act 1938 as amended from time to time. [A Leaflet containing the simplified version of the provisions of Section 45 is enclosed in Annexure – 3 for reference].

## 6. 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:

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

## 7. 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.

## 8. 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:

Kotak Single Invest Advantage  
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**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>

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 only to the address specified in the proposal form or to the changed address as intimated to the Company in writing.

## **9. 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.

Similarly, the electronic communication received from the Policyholder/Life Insured/Legal Heir/Nominee (including their digital signature/online consent) with respect to the Policy shall be legally binding, if the same is made in accordance with the terms and conditions of this Policy and other terms and conditions of the Insurer from time to time with respect to individual transactions.

## 10. 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.

## 11. Governing Laws

1. The Policy is subject to the laws prevailing in India.

### 2. Anti Money Laundering Provisions:

Without prejudice to the generality of the foregoing provision, 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.

### 3. Jurisdiction:

The Courts of Mumbai shall have the exclusive jurisdiction to settle any disputes arising out of this Policy.

## 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](mailto: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 - 6621 5555  
Email ID: [kli.grievance@kotak.com](mailto: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 of India (IRDAI) on the following contact details:

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

Email ID: [complaints@irda.gov.in](mailto: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, 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

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

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

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

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

**List of Insurance Ombudsman:**

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	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	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu



	<p><b>Email:</b> <b>bimalokpal.ahmedabad@gbic.co.in</b></p>	
<b>BHOPAL</b>	<p>Office of the Insurance Ombudsman, 2<sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b><u>BHOPAL(M.P.)-462 003.</u></b> Tel.:- 0755-2769201/9202 Fax : 0755- 2769203</p> <p><b>Email: bimalokpal.bhopal@gbic.co.in</b></p>	<b>Madhya Pradesh &amp; Chhattisgarh</b>
<b>BHUBANESHWAR</b>	<p>Office of the Insurance Ombudsman, 62, Forest Park, <b><u>BHUBANESHWAR-751 009.</u></b> Tel.:- 0674-2596455/2596003 Fax : 0674- 2596429</p> <p><b>Email:</b> <b>bimalokpal.bhubaneswar@gbic.co.in</b></p>	<b>Orissa</b>
<b>CHANDIGARH</b>	<p>Office of the Insurance Ombudsman, S.C.O. No.101-103,2<sup>nd</sup> Floor, Batra Building, Sector 17-D, <b><u>CHANDIGARH-160 017.</u></b> Tel.:- 0172-2706468/2705861 Fax : 0172- 2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>	<b>Punjab , Haryana, Himachal Pradesh, Jammu &amp; Kashmir , UT of Chandigarh</b>
<b>CHENNAI</b>	<p>Office of the Insurance Ombudsman, Fathima Akhtar Court, 4<sup>th</sup> Floor, 453 (old 312), Anna Salai, Teynampet, <b><u>CHENNAI-600 018.</u></b> Tel.:- 044-24333668 /24335284 Fax : 044- 24333664</p>	<b>Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)</b>

<b>NEW DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002.</b> Tel.:- 011-23237539/23232481 Fax : 011- 23230858  <b>Email: bimalokpal.delhi@gbic.co.in</b>	<b>Delhi &amp; Rajasthan</b>
<b>GUWAHATI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM).</b> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in	<b>Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</b>
<b>HYDERABAD</b>	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b> Tel : 040-65504123/23312122 Fax: 040- 23376599  <b>Email: bimalokpal.hyderabad@gbic.co.in</b>	<b>Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry</b>
<b>ERNAKULAM</b>	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015.</b> Tel : 0484-2358759/2359338 Fax : 0484- 2359336  <b>Email: bimalokpal.ernakulam@gbic.co.in</b>	<b>Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry</b>
<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 <sup>th</sup> Floor, C.R. Avenue,	<b>West Bengal , Bihar , Jharkhand and UT of Andaman &amp; Nicobar</b>

	<b>KOLKATA-700 072.</b> Tel : 033-22124339/22124340 Fax : 033-22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	Islands , Sikkim
<b>LUCKNOW</b>	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001.</b> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	<b>Uttar Pradesh and Uttaranchal</b>
<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054.</b> Tel : 022-26106928/26106552 Fax : 022-26106052 <b>Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a></b>	<b>Maharashtra , Goa</b>
<b>JAIPUR</b>	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <b>Jaipur - 302005</b> Tel : 0141-2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>	
<b>PUNE</b>	2 <sup>nd</sup> Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet, <b>PUNE - 411030.</b> Tel: 020-32341320 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	
<b>BENGALURU</b>	Office of the Insurance Ombudsman,	

	<p>24<sup>th</sup> Main Road, Jeevan Soudha Bldg.          JP Nagar, 1<sup>st</sup> Phase,  <u><b>Bengaluru - 560025.</b></u>          Tel No: 080-22222049/22222048          Email: bimalokpal.bengaluru@gbic.co.in</p>	
	<p><b><u>OFFICE OF THE GOVERNING BODY          OF INSURANCE COUNCIL</u></b>          3rd Floor, Jeevan Seva Annexe,           S.V. Road, Santacruz(W),           MUMBAI - 400 054          Tel : 022-26106889/6671           Fax : 022-26106949           Email- <a href="mailto:inscoun@gbic.co.in">inscoun@gbic.co.in</a></p>	

## *Annexure 1*

### **Section 38 - Assignment and Transfer of Insurance Policies**

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

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

11. In case of refusal to act upon the endorsement by the Insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the Insurer.
12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to Authority.
13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except
  - a. where assignment or transfer is subject to terms and conditions of transfer or assignment OR
  - b. where the transfer or assignment is made upon condition that
    - i. the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured OR
    - ii. the insured surviving the term of the policySuch conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person
  - a. shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment and
  - b. may institute any proceedings in relation to the policy
  - c. obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings
15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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

## *Annexure 2*

### **Section 39 - Nomination by policyholder**

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

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

11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of themthe nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.
14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall 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 Original Gazette Notification for complete and accurate details. ]***





### *Annexure 3*

#### **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 misstatement 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 Laws (Amendment) Act, 2015 and only a simplified version prepared for general information. Policy Holders are advised to refer to Original Gazette Notification for complete and accurate details.]*

#### Annexure 4 - (Age Proof) for Valid Age Proof:

##### List of valid age proofs:

- Aadhar Card
- 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 defence/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 certificate.

**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.