

Kotak Life Insurance :: Customers

Claims Information Library :: FAQs



A: Individual Claim:

1. What is a claim?

A claim is a rightful demand, for payment in accordance with an insurance policy claim, by way of a formal request to an insurance company asking for a payment based on the terms of the insurance policy by a rightful nominee to the claim.

2. How to intimate a claim?

To intimate a claim, all the requisite documents as mentioned under the Claims Guidelines section should be sent to Claims Department:
Claims Department
Kotak Mahindra Old Mutual Life Insurance Company Limited
Kotak Infiniti, Building no. 21, 7th Floor - Zone 2, Infinity Park,
Off Western Express Highway, General A K Vaidya Marg,
Malad (E), Mumbai – 400 097
The claim intimation form can be obtained under our FORMS section, Life Advisor or nearest KLI branch. In view of administrative convenience the documents can also be submitted at nearest KLI branch.

3. Who can intimate a claim?

The policyholder or the nominee (as mentioned in the Policy Contract) can intimate a claim.

- If nominee is minor, appointee, as mentioned in the Policy Contract, can intimate a claim on behalf of the minor nominee.
- In case of unfortunate event of the contractual parties, claim can be intimated by the legal heir with proof of legal title.

4. **Incase of multiple nominees in policies, what are the documents to be submitted?**
- **Multiple Nominees – Single Policy:**
Incase of more than one nominee in a policy, all the nominees will have to fill in separate Claim Intimation Form along with all requisite documents. Multiple copies of documents pertaining to affected person need not be submitted.
 - **Multiple Nominees – Multiple Policies:**
Incase of multiple nominees in multiple policies of the affected person, all the nominees will have to fill in separate Claim Intimation Form along with all requisite documents. Multiple copies of documents pertaining to affected person need not be submitted.
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5. **Can a claim be lodged in branch other than one from where policy was purchased?**
A claim can be lodged in any branch of KLI, irrespective of the branch from where policy was purchased.
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6. **What would be the procedure in case of demise of proposer (if different from life insured) where waiver of premium rider is not opted in policy?**
Policy where waiver of premium rider is not opted and proposer (if different from life insured) dies; policy needs to be continued by paying future premiums.
In such claims; with respect to the policy terms and conditions; the request for policy owner change with requisite documents can be submitted at our nearest branch.
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7. **What would be the procedure in case of demise of nominee?**
In case of demise of nominee; the request for nomination change with requisite documents can be submitted at our nearest branch.
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8. **Whose KYC documents are to be submitted under the following instances?**
- ✓ **Under Death Claim:**
 - **Nominee is Minor** – Incase where nominee is minor, the appointee as per the Policy Contract intimates the claim and KYC documents of appointee are to be submitted with claim intimation.
 - **Absence of Nomination** – KYC documents of the legal heir are to be submitted with claim intimation.

- Death of Nominee / Appointee - KYC documents of the legal heir / legal guardian are to be submitted with claim intimation.
 - ✓ **Under Rider Claim:** Latest KYC documents of the life insured are to be submitted with the claim intimation.
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9. **If the original Policy Contract was lost and request for issuance of duplicate was not made, will the claim be processed without Policy Contract?**

Policy Contract is a mandatory document for claim processing. In case where original Policy Contract is not available, claimant has to provide notarized affidavit- cum- indemnity on the stamp paper. Format of affidavit-cum-indemnity for claim can be availed under FORMS section, any nearest KLI branch or from Claims department at HO.

10. **What will be the amount of benefit that would be payable on death of Life Insured?**

Death benefit vary as per the plan opted by the policyholder. The detail of benefit payable on the death of Life Insured is readily available in the policy contract issued by KLI under section Benefits payable - "Death Benefit" entails the benefit payable.

11. **Can claim benefit amount be received in any other currency other than Indian Currency?**

Death benefit amount will be paid only in Indian Rupees.

12. **Can claim amount received as death benefit be repatriated outside India?**

For all policies including those under Non- Residence Indian Insurance Scheme, claim amount cannot be repatriated out of India.

13. **If after applying for the policy, life insured gets to know about health conditions which were not mentioned in the proposal form will the claim be settled?**

It's a duty of life insured to inform the company about health changes happening after proposal signing and before issuance of policy. If life insured fails in his duties in informing the life insurance company, death claim would be processed after considering all the facts w.r.t. health conditions of the life insured.

14. If death is due to terrorist attack / war / natural calamities will the claim be settled?

Death due to terrorist attack / war / natural calamities is covered under life insurance policies (unless specifically exclude in policy contract) and claim is settled if all the documentation are in order and all the conditions are fulfilled. In such scenarios we have fast track claim processing to provide quick aid for the sudden loss.

15. What is average time taken to settle the claim intimated to us?

Claims are normally settled within 7 to 15 days from the date of receipt of all the requisite documents. In few cases, claim might be internally verified by us. However, even in these cases, claims will be settled within a maximum period of 6 months from the date of intimation of claim to KLI Claims Department.

16. Who is eligible to receive claim benefit in absence of nomination / unfortunate demise of nominee?

In absence of nomination / unfortunate demise of nominee, the legal heir is entitled to receive the claim benefits on submitting proof of legal title i.e. succession certificate, guardianship certificate along with other requisite claim documents.

17. If beneficiary is not satisfied with the service provided by KLI at claims stage or with the amount of benefit paid to whom he can refer the case?

KLI has internal ombudsman (Grievance Redressal Committee). Beneficiary can write to KLI claims department and Claims department would put the matter before internal ombudsman for resolution. The decision taken by internal ombudsman would be communicated to the beneficiary. Beneficiary can also get in touch with Life Insurance Ombudsman (list of Ombudsman is available with KLI and can be provided on request).

B: Claims under unusual events:

o Missing Person

Any person, whose whereabouts are unknown whatever, be the circumstances or causes of disappearance would fall under this category. Such person/s shall be considered as "MISSING" until located and their well-being or otherwise being duly established. In the normal process of life insurance claim settlement, filing an insurance claim without a death certificate can create problems. In this connection, we shall follow provisions of Sec. 108 of the Indian Evidence Act and a Supreme Court ruling, which are as under: Provisions of Section 108 of The Indian Evidence Act, 1872: Burden of proving that person is alive who has not been heard of for seven years:

Provided that when the question is whether a man is alive or dead, and it is proved that he has not been heard of for seven years by those who would naturally have heard of him if he had been alive, the burden of proving that he is alive is shifted to the person who affirms it.

The Supreme Court Ruling is based on the provisions of Section-108 and states that "The presumption as to death in the absence of any evidence would arise only on lapse of seven (7) years".

In other words, it would mean that a missing person is not presumed dead until he or she has been missing for seven years. Thus the presumption of death of the Life Insured shall be taken into account only on completion of 7 years from the date of the person having gone missing. Moreover, this has to be by way of an order from a competent authority / court. The date of order of such authority / court shall be considered as the date of death.

C: Unforeseen Circumstances / Natural Calamities:

The company shall look at cases of natural disasters or one-off major incidences like Tsunami, Mumbai Floods, and 9-11 attacks etc., on an exception basis. We shall make basic checks / enquiries to ensure that there are no mal-practices, invalid claims are not being incorrectly honoured by the Company or benefits are not unfairly / wrongly paid to third persons not fairly eligible for the claims against the interests of the Policyholders at large. Based on these sanity checks, the company shall waive certain documentation to ensure a smooth claims process for the benefit of the Policyholders at large.

- Based on a Death Certificate issued by the Municipal Authorities or equivalent or based on a typical statistics/ gazette issued by the State / Central Govt., claims can be processed on the presumption that the Life Insured has expired, irrespective of other documentation.
 - An indemnity may be collected from the nominee in each case.
 - In all cases, we would need complete documentary evidence of the relationship of the nominee / legal heir.
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Group Claim

1. What is a claim?

A claim is a rightful demand, for payment in accordance with an insurance policy claim, by way of a formal request to an insurance company asking for a payment based on the terms of the insurance policy by a rightful nominee to the claim.

2. How to intimate a claim?

To intimate a claim, all the requisite documents as mentioned under the Claims Guidelines section should be sent to Claims Department:
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The claim intimation form can be obtained under our FORMS section, Customer Relationship Manager or nearest KLI branch. In view of administrative convenience the documents can also be submitted at nearest KLI branch.

3. Who can intimate a claim?

The Policyholder or the Nominee (as mentioned in the Policy Contract) can intimate a claim.

4. What would be the procedure in case of demise of nominee?

In case of demise of nominee; the request for nomination change with requisite documents can be submitted to the policyholder.

5. Whose KYC documents are to be submitted under the following instances?

- Under Death Claim:
Latest KYC documents of the nominee are to be submitted with the claim intimation
Death of Nominee - KYC documents of the legal heir / legal guardian are to be submitted with claim intimation.
 - Under Rider Claim:
Latest KYC documents of the Life Insured are to be submitted with the claim intimation.
(Refer to the documentation part under claims guidelines)
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6. If original Certificate of Insurance is lost, will the claim be processed without Certificate of Insurance?

Certificate of Insurance is a mandatory document for claim processing. In case where original Certificate of Insurance is not available, claimant has to provide notarised affidavit- cum- indemnity on the stamp paper. Format of affidavit-cum-indemnity for claim can be availed under FORMS section or from Claims Department at HO.

7. What will be the amount of benefit that would be payable on death of life insured?

Death benefit vary as per the plan opted by the policyholder. The detail of benefit payable on the death of life insured is readily available in the Policy Contract issued by KLI under section Benefits payable - "Death Benefit" entails the benefit payable.

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Claims are normally settled within 7 to 10 days from the date of receipt of all the requisite documents. In few cases, claim might be internally verified by us. However, even in these cases, claims will be settled within a maximum period of 6 months from the date of intimation of claim to KLI Claims Department.

12. **If beneficiary is not satisfied with the service provided by KLI at claims stage or with the amount of benefit paid to whom he can refer the case?**

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- Act and a Supreme Court ruling, which are as under:
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- Provided that when the question is whether a man is alive or dead, and it is proved that he has not been heard of for seven years by those who would naturally have heard of him if he had been alive, the burden of proving that he is alive is shifted to the person who affirms it.
The Supreme Court Ruling is based on the provisions of Section 108 and states that "The presumption as to death in the absence of any evidence would arise only on lapse of seven (7) years".
- In other words, it would mean that a missing person is not presumed dead until he or she has been missing for seven years. Thus the presumption of death of the life insured shall be taken into account only on completion of seven years from the date of the person having gone missing. Moreover, this has to be by way of an order from a competent authority / court. The date of order of such authority / court shall be considered as the date of death.

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