

## Introduction

Dear Customer,

It is a privilege to have you as a policyholder of Cholamandalam MS General Insurance. Your complete satisfaction is our first priority and we look forward to serving you. In this context, please find enclosed:

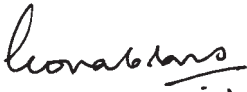
- Your Policy : which is in the form of this booklet
- Your Policy Schedule: which provides salient details of your insurance cover

In the unfortunate event of you meeting with an incident, by which a claim can arise under this policy, please contact our toll - free number 1800 200 5544. This is a 24 hour national toll free number set up to ensure complete convenience round the clock. You can also call this number to obtain details of our other insurance products relevant to your needs.

At Cholamandalam MS General Insurance, we strive to ensure complete satisfaction of our policy holders. I personally invite you to contact me with any thoughts/suggestions that you may have.

With kind regards,

Your sincerely,



S.S.Gopalarathnam  
Managing Director

## Sections

1. Customer Information Sheet
2. Coverages
3. Definitions
4. Exclusions
5. General Conditions
6. Grievances

## I. Customer Information Sheet

S No	Title	Description	Policy Clause Number
1	Product Name	Approved Brand Name	Chola Accident Protection
2	What am I covered for:	Accidental Death	Coverage 2.1
		Permanent Total Disablement	Coverage 2.2
		Permanent partial Disablement	Coverage 2.3
		Repatriation of mortal remains, cost of cremation ceremony, ambulance	Coverage 2.4, 2.5, 2.6
		Accident Weekly Benefit, Broken Bones, Modification of Residential Accomodation and Vehicle, Family Transportation Benefit, Fee for Private tuition	Coverage 2.7, 2.8, 2.9, 2.10, 2.11
		Optional Cover: Accidental Hospital Daily Cash under description	Coverage 2.12

3	What are the Major exclusions in the policy:	intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;	4 Exclusions No: 4.1
		Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel	4 Exclusions No: 4.2
		The Insured Person ' s participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;	4 Exclusions No: 4.5
		loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;	4 Exclusions No: 4.6
		any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy  Refer Policy clause or detailed list of exclusions	4 Exclusions No: 4.11
4	Waiting period	Initial Waiting period: 30 days for all illness (not applicable on renewal and for accidents)	Not applicable
		Pre-existing diseases: covered after 48 months	Not applicable

5	Payout basis	Reimbursement of covered expenses upto specified limits Fixed amount on the occurrence of a covered event	Not applicable  2 Coverage
6	Cost sharing	In case of a claim, this policy requires you to share the following costs: <ul style="list-style-type: none"> <li>- Expenses exceeding the following sub-limits <ul style="list-style-type: none"> <li>o Room/ ICU charges beyond__</li> <li>o For the following specified diseases:</li> <li>o Deductible of Rs.XXX per claim/ per year / both</li> <li>o Co-payment on all claims</li> </ul> </li> </ul>	Not applicable  Not applicable  Not applicable  Not applicable
7	Renewal Conditions	Your policy is ordinarily renewed upto lifetime except on grounds such as fraud, moral hazard or misrepresentation	5 General Conditions No: 5.12
	Renewal Benefits	The basic Sum Insured for Accidental Death, Permanent total disability and Permanent Partial Disability will be increased by 5% on every renewal upto maximum policy period of 3 years provided there is no claim under the policy	Coverage 2.13

8	Cancellation	<p>This policy would be cancelled, and no claim or refund would be due to you if:</p> <ul style="list-style-type: none"> <li>- You have not correctly disclosed details about your current and past health status or</li> <li>- Have otherwise encouraged or participated in any fraudulent claims under the policy</li> </ul>	<p>Not applicable</p> <p>5 General Conditions No: 5.13</p>
9	Nomination	<p>As per the Health Insurance Regulations, all proposal forms will be provided with nomination facility to the Policyholder to receive money secured by the Policy in the event of death. In case the nominee is a minor, then the Policyholder can appoint the person to receive the money secured by the policy in the event of the Policyholder's death during the minority of the nominee. Policy will contain an acknowledgement of having registered the nomination. Any subsequent cancellation by the Policyholder or change in nomination will be duly acknowledged.</p>	<p>5 General Conditions No: 5.14</p>

Note: The information furnished above must be read in conjunction with the product brochure and policy document. In case of any conflict between the KFD and policy document, the terms and conditions mentioned in the policy document shall prevail.

We issue this insurance policy to You and/or Your Family based on the information provided by You in the proposal form and premium paid by You. This insurance is subject to the following terms and conditions. The method of coverage and the Sum Insured that has been opted is indicated in the Policy Certificate. The term **You/ Your / Insured Person /Insured/ Policyholder/ Proposer** in this document refers to **You and all the Insured persons** covered under this policy. The term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

**2. COVERAGES**

If at any time during the policy period if the Insured shall sustain any bodily injury then We shall pay the Insured or his/her legal nominee or heir(s), the percentage of Sum Insured stated in the Schedule at the rates mentioned below if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or disability described in benefits Schedule:

**2.1. Accidental Death**

The Sum Insured as stated in the Schedule will be paid if the death of the Insured Person occurs within a period of twelve months from the date of Injury, and such Injury be the sole and direct cause of death of the Insured Person.

**2.2. Permanent Total Disablement**

In the event of Injury, causing the Insured Person Permanent Total Disability and if such disability has continued for a period of 12 consecutive months, We will pay the Insured Person the percentage of the Sum Insured shown in the table below:

<b>Disability</b>	<b>% of SI</b>
Loss of sight of both the eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot or hand	100%
Complete loss of hearing of both ears and complete loss of speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye	100%

The maximum liability would not be more than 100% of the Sum Insured

**2.3. Permanent Partial Disablement**

In the event of Injury, causing the Insured Person Permanent Partial Disability as mentioned in the table below within 12 months of the Accidental Injury being sustained, We will pay the Insured Person the percentage of the Sum Insured specified for each and every form of impairment mentioned in the table below. Our maximum liability however should not be more than 100% of the Sum Insured.

SI No	Disability	Up to % of SI
1.	Loss of toes – all	20%
	Loss of great toe: – both phalanges	5%
	Loss of great toe: – one phalanges	2%
	Loss of Other than great toe, if more than one toe lost, each	2%
2.	Loss of hearing – both ears	60%
3.	Loss of hearing – one ear	30%
4.	Loss of speech	60%
5.	Loss of four fingers and thumb of one hand	40%
6.	Loss of four fingers	35%
7.	Loss of thumb – both phalanges	25%
	- One phalanx	10%
8.	Loss of index finger – three phalanges or two phalanges or one phalanx	10%
9.	Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
10.	Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
11.	Loss of little finger – three phalanges or two phalanges or one phalanx	4%
12.	Loss of metacarpals – first or second, third, fourth or fifth	3%
13.	Loss of Sense of smell	10%
14.	Loss of Sense of taste	5%
15.	Loss of Sight of one eye	50%
16.	Loss of One hand	50%
17.	Loss of One foot	50%

**Special Conditions (applicable to 2.1, 2.2 and 2.3):**

1. If the accident impairs a number of physical functions, the degree of disablement given in the Table of Benefits will be added together, but liability in any case shall not exceed 100% of the Accidental Death Sum Insured.
2. In the event of an accident to the Aircraft in which the Insured Person is traveling as a fare paying passenger and the body of the Insured Person cannot be located within 365 days from the date of such accident, then We shall pay 100% of the Sum Insured for Death Cover towards loss of life.
3. In the event of Permanent Total Disablement or Permanent Partial Disablement, Insured Person will be under obligation:



- a) To have himself/herself examined by doctors appointed by Us and We will pay the costs involved thereof.
- b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply us any information that may be required. If the obligations are not met with, We may be relieved of our liability to pay.
4. The policy will remain live till 100% of the Sum Insured under any one of the Coverage 2.1 or 2.2 is exhausted.
5. Compensation for any other disability arising out of accident to the insured individual/member and not specified above will be decided as assessed by the attending doctor of the Insured and validated on the advise of the Company's panel of medical practitioner

#### 2.4. Repatriation of mortal remains

In addition to the Accidental Death Sum Insured, upto 3% of the accidental death sum insured or a lumpsum of Rs.6000 whichever is lower, towards the cost of transporting the mortal remains from the place of death to the hospital and / or residence and/or cremation and/or burial ground.

#### 2.5. Cost of Cremation Ceremony

In addition to the Accidental Death Sum Insured, the actual cost or a lump sum of Rs.5000 whichever is lower, towards the cost of performing religious ceremonies incurred upto the time of cremation and costs incurred for post cremation ceremony.

#### 2.6. Ambulance Charges

A maximum amount of Rs.1000 will be paid for Ambulance hiring charges following an accident, subject to submission of bill.

#### 2.7. Accident Weekly Benefit

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, **The Company** will pay a weekly benefit amount during a period of continuous **Temporary Total Disability** of an **Insured Person**, as certified by a **Medical Practitioner**, provided that:

- such **Injury** shall be the sole and direct cause of **Temporary Total Disablement**, and so long as the **Insured Person** shall be totally disabled from engaging in any employment or occupation of any description whatsoever
- 1% of the **Principal Sum** subject to maximum of Rs.10,000.00 per week for a period not exceeding 100 weeks from the date of the accident/bodily injury. If **the Insured is Totally Disabled** for a portion of a week, one seventh (1/7) of the [Weekly Benefit] shall be payable for each day he is **Totally Disabled**.

#### Exclusions (specific to this coverage)

In addition to the exclusions listed under 4 of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) loss caused directly or indirectly, wholly or partly by:
  - a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) pregnancy and resulting childbirth, miscarriage or diseases of the female organs of reproduction.

## 2.8. Broken Bones

In the event of an Accident during the Policy Period resulting in Fracture of your bones(as certified by a Medical Practitioner), We will pay the percentage of the Sum Insured specified for each and every form of Fracture of bones as mentioned in the table below:

SI No	Type of Fractures	Upto % of SI
1.	Injury to Vertebral Body resulting in spinal cord damage	100%
2.	Pelvis	100%
3.	Skull (excluding nose and teeth)	30%
4.	Chest (all ribs and breast bone)	50%
5.	Shoulder (collar bone and shoulder blade)	30%
6.	Arm	25%
7.	Leg	25%
8.	Vertebra – vertebral Arch (excluding coccyx)	30%
9.	Wrist (colles or similar fractures)	10%
10.	Ankle (potts or similar fracture)	10%
11.	Coccyx	5%
12.	Hand and fingers	3%
13.	Foot and Toes	3%
14.	Nasal Bone	3%

### Definitions specific to this Benefit

A. For the purpose of this cover:

- i. Pelvis means all pelvic bones, which shall be treated as one bone. The sacrum is part of the vertebral column.
- ii. Skull means all skull and facial bones, (excluding nasal bones and teeth) which shall be treated as one bone.
- iii. Arm excludes wrist, hand fingers and colles or similar fractures.

- iv. Leg excludes ankle, foot, toes and potts or similar fractures.
- v. Osteoporosis means thinning of the bone out of proportion to age.
- B. If an Accident involves broken bones/fractures and also results in claim under any of the Coverage 2.1 or 2.2 or 2.3, then the claim payable shall not exceed the maximum amount under any one benefit. In the event if any payments are made under this benefit prior to claim under above said Coverage, the same shall be set-off/adjusted/ recovered against benefits payable under Coverage 2.1 or 2.2 or 2.3. Similarly, when more than one bone is Fractured in the same Accident, the benefits payable shall not exceed 100% of the Sum Insured under this benefit as mentioned in the Schedule of benefit

In addition to the Exclusions listed below, this policy shall not cover and no payment shall be made with respect to

1. Loss caused directly or indirectly, wholly or partly by the Insured Person suffering from sickness of disease not resulting in bodily injury;
2. Any fracture resulting from Osteoporosis or a malignant disease where this condition has diagnosed prior to the fracture occurring;
3. While the Insured Person is engaging in any form of aerial flight other than as a passenger;
4. While the Insured Person is participating or training for any sport as a professional.

## **2.9. Modification of Residential Accommodation and Vehicle**

In the event of Injury, We will reimburse upto the Sum Insured for covered expenses reasonably incurred to modify the Insured Person's residential accommodation or own vehicle on account of the Insured having suffered Permanent Total Disability subject to the condition that these alterations are necessary as per the advice of treating/ attending Medical Practitioner. Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy becoming admissible

## **2.10. Family Transportation Benefit**

In the event of accident, during the policy period if there is a valid claim under the coverage 2.1 or 2.2 and the Insured is more than 250 km away from his residence, the company will refund the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the Insured's location and back upto the sum insured as mentioned on the policy schedule.

## **2.11. Fee for private tuition**

In the event of accidental injury, an insured being a school / college student, is not able to attend school/college the Company will pay compensation per day as per the policy schedule towards fee for private tuition.

### **Additional Provisions:**

1. The condition should be advised by Medical Practitioner
2. Compensation for first three days is not payable.

### **2.12. Accidental Hospital Daily Cash (Optional cover on payment of additional premium)**

In the event of accidental injury, an insured is hospitalized in the hospital; the Company will pay Daily Hospital Cash Allowance per day as per the amount mentioned in the schedule

1. The Company will pay for the Accidental Hospital Daily Cash benefit for each continuous and completed period for 24 hours of hospitalization in India for a limited period per person/family and per policy period. The limits under this section as mentioned in the schedule of benefits.
2. The benefit is subject to the hospitalization related to accidental injury for which there is a valid claim admitted under the policy for Death or Permanent Total Disablement or Permanent Partial Disablement or Weekly Indemnity or Broken Bones.
3. If opted for family, the benefit amount for the proposer floats for himself and dependents mentioned in the policy schedule.

### **2.13. Cumulative Bonus**

The basic sum insured for Accidental Death, Permanent Total Disability and Permanent Partial Disability will be increased by 5% on renewals upto a maximum of 3 years period, provided there is no claim under the policy. In case of claim, the cumulative bonus for the subsequent year shall become NIL.

## **3. DEFINITIONS**

To help **You** understand **Your Policy** the following words and phrases used anywhere within **Your Policy** have specific meanings, which are set out in this section.

1. **Accident means** a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Acquired Immune Deficiency Syndrome (AIDS)** means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition)
3. **Age** means completed years on Your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period
4. **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context
5. **Claims Team** means the Claims administration team within Chola MS General Insurance Company

6. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is valid.
7. **Deductible** is a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured
8. **Dependents / Family** refer to spouse and dependent children, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income.
9. **Disclosure to information norm** means the policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of the any material fact.
10. **Eligible Children** means the Insured Person's dependent Children (not more than 2 children) aged between six (6) months and eighteen (18) years and up to twenty five (25) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him
11. **Emergency Care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
12. **Endorsement** means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing
13. **Excluded Hospital** means any hospital which we might discourage You to take treatment of any sickness or illness, due to fraud or moral hazard or misrepresentation indulged by the hospital
14. **Fracture** means a break in the continuity of a bone
15. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of *preexisting diseases*. Coverage is not available for the period for which no premium is received.
16. **Hospital** means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
  - a. Has qualified nursing staff under its employment round the clock;
  - b. Has at least 10 inpatient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;

- c. Has qualified medical practitioner(s) in charge round the clock;
  - d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e. Maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.
17. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
18. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner
19. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
20. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
21. **Medical Practitioner/Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- The registered practitioner should not be the insured or close family members.
22. **Medically necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- a. is required for the medical management of the illness or injury suffered by You;
  - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - c. must have been prescribed by a medical practitioner;
  - d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
23. **Newborn Baby** means those babies born to you and your spouse during the Policy Period Aged between 1 day and 90 days, both days inclusive
24. **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified

25. **Limb** means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints
26. **Loss** wherever used herein means the permanent and total loss of functional use or complete and permanent severance.
27. **Partial** means less than total
28. **Permanent** means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement
29. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.
30. **Policy period** means the period between the inception date and earlier of
  - a. The Expiry Date specified in the Schedule
  - b. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition (4.13) below.
31. **Policy Schedule** means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
32. **Pre-Existing Diseases** means any condition, ailment or injury or related conditions for which the insured had signs or symptoms and/or were diagnosed and/or received medical advice/treatment, within 48 months prior to inception of his / her first policy issued by the insurer.
33. **Proposal Form:** The form in which the details of the insured person are obtained for a Health Insurance Policy. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of issuance of the policy
34. **Proposer** means the person who has signed in the proposal form and named in the Schedule. He may or may not be insured under the policy
35. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
36. **Sum Insured** means the amount shown in the policy schedule which shall be our maximum liability for each Insured Person for any and all benefits claimed for during the policy period.
37. **Totally disabled (permanent or partial)** means that you are unable, due to Injury, to engage in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience. If at the time of the loss you are unemployed, totally disabled shall mean inability to perform all of the usual and customary duties and activities of a person of like age and sex

#### 4. EXCLUSIONS

This policy does not provide benefit for any death, disability, expense or loss incurred in result of any injury attributable directly or indirectly to the following:

- 4.1 intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
- 4.2 Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- 4.3 Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
- 4.4 war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality, , terrorism
- 4.5 The Insured Person's participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
- 4.6 loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;
- 4.7 any loss of which a contributing cause was the Insured's actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
- 4.8 any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
- 4.9 any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness the Insured had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumosystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
- 4.10 any loss sustained while the Insured is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mounteering and/or winter sports;
- 4.11 any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.



4.12 loss caused directly or indirectly, wholly or partly by:

- a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- b. medical or surgical treatment except as may be necessary solely as a result of Injury;

## 5. GENERAL CONDITIONS

### 5.1 Observance of Terms & Conditions

It is a condition precedent to our liability that the insured person shall comply in all respects with the terms and conditions of this Policy in so far as they require anything to be done or complied with by You or Your dependent.

### 5.2 Change of Address / Contact details

It is in the Insured person's interest to intimate us if there is any change in residential address and phone numbers.

### 5.3 Due care

The Insured Person / persons shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this Policy and, in the event of a claim arising, to minimise its financial consequences

**5.4 Consideration:** This policy is issued subject to payment of premium in advance. No payment shall be valid unless made under our official receipt. The cover shall not be valid prior to the date and time of receipt of premium.

**5.5 Change of Nominee:** No change of nominee under this policy shall bind us, unless the change is formally endorsed thereon by our authorized officer.

**5.6 Change of occupation:** Any change in the professional activity/ occupation as stated in the proposal, must be informed to us by you immediately. Such change will be scrutinized by us by verifying relevant documents before approval of the change. Our approval shall be signified by endorsement upon the policy and in the event of rejection. We will cancel the coverage and shall return the premium on pro-rata for the remaining period. We also reserve the right to repudiate the claim in the event of change in the nature of professional activities / occupation

## 5.7 Claim Procedure

**5.7.1 Claims Notification:** It shall be a condition precedent for any claim to be made by you under this policy or for liability attaching to us hereunder that written notice of claim must be given to any loss, or as soon thereafter as reasonably possible, and in any event not later than 30 days of such occurrence or commencement.

**5.7.2 Claims Procedure:** Besides such immediate notice of occurrence or commencement of loss you shall also furnish further particulars as may be required in the Claim Form provided by us.

Completed Claim Form with written evidence of loss must be furnished to us within thirty (30) days after the date of such loss. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if you are able to satisfy us that it was not reasonably possible to do so within such time.

**You** shall obtain and furnish to us all copy of bills, receipts and any other documentation upon which a claim is based. You shall be bound to provide all such additional documents, information and assistance as may be required by Us.

**We** or our authorized representatives, shall be entitled to make such Enquiry or verification with any person or persons, establishment, institution, hospital, authority, agency as it deems necessary and You or anyone claiming under this Policy shall co-operate, facilitate and assist in such manner as may be necessary for such enquiry or verification by us.

It is essential and imperative that any loss or claim under the policy has to be intimated to us strictly as per the policy conditions to enable us to appoint investigator for loss assessment. This will enable us to render prompt service by way of quick and fair settlement of your claim, which is our primary motto. Any genuine delay, beyond your control will definitely not be a sole cause for rejection of your claim. However any undue delay which could have otherwise been avoided at your end and especially if the delay has hindered conducting investigation on time to make proper assessment, to mitigate further loss, may not only delay the claim settlement but also may result in claim getting rejected on merits.

### 5.7.3 Claims Documentation

Following documents are to be submitted for processing of the claim:

**Death:**

- a. Duly completed Claim form by the nominee

- b. Copy of FIR / Police Report, wherever necessary
- c. Copy of Post Mortem Report/Coroner's report (If postmortem is conducted)
- d. Copy or Panchanama / Inquest report
- e. Death Certificate
- f. Original Policy Certificate for deletion of name of the Insured person from the list.

**Permanent Total / Partial Disablement Claims:**

- a. Duly completed claim Form
- b. Report of the attending Doctor confirming disability
- c. Admit / Discharge card
- d. Investigation reports such as X-rays, Lab test etc
- e. FIR/ Police report, wherever necessary

**Weekly Benefit**

- a. Duly completed claim Form
- b. Report of the attending Doctor confirming disability
- c. Admit / Discharge card
- d. Investigation reports such as X-rays, Lab test etc
- e. Police report wherever necessary
- f. Fitness certificate

**Residential Accommodation or Vehicle Modification Benefit**

All documents for Permanent total disability along with bills and receipts for expenses incurred for modification of vehicle accommodation.

**Broken Bones**

- Documents as per the Weekly Benefit except confirmation of the doctor regarding disablement.
- Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh
- Upon acceptance of the offer of claim settlement by the Insured, the claim amount will be settled by the Company within 7 days from the date of acceptance of the offer by the Insured. In case of delay in the payment, the Company shall be liable to pay interest at the rates stipulated by IRDA from time to time.

- There is no TPA tie-up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders
- **The documents should be sent to or such other address as may be notified to the Insured:**

**Cholamandalam MS General Insurance Company Limited**  
 Chola MS HELP – Health Claims Department  
 No. 163, Hari Nivas Towers, 2<sup>nd</sup> Floor, Thambu Chetty Street  
 Parry's Corner, Chennai - 600001  
 Customer Care Toll Free No: 1800-200-5544

## 5.8 Limitation of Liability

In the event of accidental Injury resulting in the death or disablement of the Insured Person, the total benefit payable will be limited to amount stated in the schedule and any interim payments made before death will be off-set/adjusted from the amount due. Our maximum liability under all Benefit however will not be more than 100% of the Sum Insured opted.

We shall not be liable for compensation under more than one of the following clauses for the same accident – Accidental Death or Permanent Total Disablement or Permanent Partial Disablement.

If the Accidental Injury sustained by the Insured Person causes a subsequent claim under Death or Permanent Total Disablement or Permanent Partial Disablement, the amounts payable shall be reduced by the amount of any payment already made under Death or Permanent Total Disablement or Permanent Partial Disablement.

## 5.9 Indemnities

All other indemnities of this policy are payable to the Insured Person. Indemnity, if any, in case of loss of life of the Insured Person is payable to the nominee named in the Policy. All payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of the payment.

## 5.10 Transfer

Transferring of interest in this Policy to anyone else is not allowed

## 5.11 Free Look Period

You shall be allowed a period of 15 days from the date of receipt of this policy to review the terms and conditions of the policy and to return the same if not acceptable.

The Insured can return the policy within 15 days of its receipt if he/she is not satisfied with its coverage or terms and conditions. In such a case

the policy will be cancelled from date of cancellation request received at Insurer's office provided no claim is reported and considered. Refund of premium would be after retaining charges towards medical tests, stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

## **5.12 Renewal of Policy**

- a. We agree to renew your policy except on grounds of moral hazard, misrepresentation, fraud or non-cooperation by the Insured.
- b. This policy can be renewed for a period of 12 months subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. We condone the delay and renew the policy with continuity benefits.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d. Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If you decide to increase the sum insured at the time of renewal, subject to our acceptance
- e. The Company reserves its rights to revise the premium from time to time subject to approval of IRDA.
- f. In case the policy was purchased through any bank or such Institution selling insurance on our behalf the policy can be renewed through the same channel or directly in case the said channel is discontinued at the time of renewal. Insured shall not stand to lose any benefit in case of such direct renewals for which otherwise the Insured is entitled to.
- g. This product may be withdrawn from the market by informing the Authority giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 30 days prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- h. Any revision or modification in a policy subject to the approval from the Authority shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification

### 5.13 Cancellation of cover

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the insured by giving 15 days written notice delivered to, or mailed to the Insured persons' last address as shown in the records. The policy shall be void and all premium paid hereon shall be forfeited to the Company. Upon cancellation of the policy by us for any other reasons (other than the above), the insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.

The insured person may also cancel the policy at any time in which event, the company shall be entitled to retain premium at Short Period Scale for the expired portion on the date of cancellation. Any excess premium available with us after adjustment at Short Period Scale as provided herein below shall be refunded to the Insured except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

Period on Risk	Rate of Premium to be retained
Up to 1 month	25% of annual premium
Exceeding 1 month up to 3 months	50% of annual premium
Exceeding 3 months up to 6 months	75% of annual premium
Exceeding 6 months up to 8 months	85% of annual premium
Exceeding 8 months	100% of annual premium

### 5.14 Nomination:

The Insured person is entitled to nominate the person/ persons to whom the money secured by the Policy shall be paid in the event of his death as per the provisions of S.39 of the Insurance Act, 1938. In case the nominee is a minor, the Policyholder can appoint a person who will receive the money secured by the policy in the event of the Policyholder's death during the minority of the nominee.

The details of nomination provided by the Insured will be acknowledged by the Company in the Policy issued by the Company. The Policyholder is entitled to cancel or withdraw the nomination at any time and the Company upon request shall make the necessary endorsement in the Policy.

### 5.15 Notification

- a. Any and all notices and declarations for the attention of the Insurer shall be in writing and shall be delivered to the Insurer's address as specified in the Schedule.

- b. Any and all notices and declarations for the attention of any or all of the insured Persons shall be in writing and shall be sent to the Policyholder's address as specified in the Schedule.

### **5.16 Arbitration**

- a. Any dispute or difference between the Insurer and the Insured Person or the Policyholder will be resolved in accordance with Arbitration & Conciliation Act 1996 or any modification or amendment of it. The arbitration proceedings shall be conducted in the English language and the venue will be in Chennai.
- b. It is agreed as a condition precedent to any right of action or suit on this Policy that a final arbitration award shall be first obtained.
- c. If this arbitration clause is held to be invalid in whole or in part, then all disputes shall be referred to the exclusive jurisdiction of Chennai Courts.

### **5.17 Fraud**

If You and or Your dependent shall:

- a. Make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or
- b. Permit another to use his ID Card or use another's ID Card
- c. Do/ omit to act in manner abetting fraud against Us,

this Policy shall be null and void ab initio in relation to that Insured Person. All claims or payments due shall be forfeited and all payments made by us shall be repaid in full by the policyholder/s who shall be jointly and severally liable for the same.

### **5.18 Option to migrate to suitable Personal Accident insurance policy:**

Specific age group such as children under family policies, students, etc, we shall offer an option to migrate to a suitable Personal Accident insurance policy at the end of the specified exit age or at the renewal of the policy, provided the policy has been maintained without a break

### **5.19 Governing Law**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are descriptive only and do not form part of this Policy for the purpose of its construction or interpretation.

## 5.20 Entire Contract

The Policy constitutes the complete contract of insurance. Only the Insurer may alter the terms and conditions of this Policy. Any alteration that may be made by the Insurer shall be evidenced by a duly signed and sealed endorsement on the Policy.

## 5.21 Disclosure to information norm

This Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact by the insured person(s).

## 5.22 Territorial Limits

This policy pays for any accidental bodily injury resulting in insured contingencies occurring anywhere in the world

## 5.23 Delay in intimation of claim

It is essential and imperative that any loss or claim under the policy has to be intimated to us strictly as per the policy conditions to enable us to appoint investigator for loss assessment. This will enable us to render prompt service by way of quick and fair settlement of claim, which is our primary motto. Any genuine delay, beyond Your control will definitely not be a sole cause for rejection of the claim. However any undue delay which could have otherwise been avoided at Your end and especially if the delay has hindered conducting investigation on time to make proper assessment, to mitigate further loss, if any may not only delay the claim settlement but also may result in claim getting rejected on merits.

## 5.24 Disclaimer

It is also hereby further expressly agreed and declared that if we shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**5.25 Validity of Policy:** Subject to provision relating to cancellation, the coverage under this policy will terminate on the earliest of the following occurrence:

- a. the expiry date of the policy
- b. In case of death of the Insured Person
- c. Any claim paid upto the Accidental Death Sum Insured



- d. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with the terms and conditions of the policy

### 5.26 Automatic Termination

The cover for the Insured Person shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage 2.1 or 2.2

### 5.27 Two Policy period:

If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/ due date of premium of this health policy, if not received earlier.

## 6. GRIEVANCES

### Mechanism for Grievance Redressal:-

As an esteemed customer of our Company, You can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to You. The contact details of our office are given below for Your reference.

A separate Channel will be established to address the issues relating to **Senior Citizen's** Health Insurance related claims and grievances and will be intimated to the policy holders

### Cholamandalam MS General Insurance Company Limited

#### Customer services

Address: H.O: Dare House, No 2 N.S.C. Bose Road, Chennai 600 001.

Toll free: 1800 200 5544

SMS: "CHOLA" to 56677\* (premium SMS charges apply)

E-MAIL: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

If you have not received any reply from us within 3 days from the date of the lodgement of complaint or if You are not satisfied with the reply of the Company, you can also contact the nearest Insurance Ombudsman, whose addresses are mentioned below:

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Ph(O) 079-27546150, 27546139 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd. Maharana Pratap Nagar, Chhattisgarh BHOPAL - 462 011 Ph(O): 0755-2769200, 2769202, 2769201, Fax: 0755-2769203 E-mail: bimalokpalbhopal@ airtelbroadband.in	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman 62 Forest Park BHUBANESHWAR - 751009 Ph (0): 0674-2535220,2533798 Fax: 0674-2531607 E-mail: ioobbsr@dataone.in	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160017 (0) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh

5	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Flr., No 453(old no 312 ), Anna Salai, Teynampet, CHENNAI -600 018 (0) 044-24333678, 24333668 Fax: 044-24333664 E-mail: insombud@md4.vsnl. net.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road,,NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : iobdelraj@rediffmail. com	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361-2415430 Arunachal Pradesh, Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (0) 040-23325325, 23312122, 65504123, Fax: 040-23376599 E-mail: hyd2_insombud@ sancharnet.in	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry

9	KOCHI	Office of the Insurance Ombudsman 2nd Fir., CC 27/ 2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (0) 0484-2358734, 2359338, 2358759 Fax: 0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Bldg. 29, N. S. Road, 3rd Fir., KOLKATA -700 001. (0) 033-22134869, 22134867, 22134866 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Flr., Jeevan Seva Annexe, S.v. Road, Santa Cruz (W) MUMBAI - 400 054 022-26106928, 26106360 EPBX: 022-6106889 Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa