

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001.

Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550

E: customercare@cholams.murugappa.com; website: www.cholainsurance.com

IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



JANATA PERSONAL ACCIDENT INSURANCE POLICY

CHOPAGP21356V012021

Policy Wordings

JANATA PERSONAL ACCIDENT INSURANCE POLICY

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We issue this Group insurance policy to the Proposer based on the information provided by the Proposer in the proposal form and premium paid by the Proposer. 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/ Insured Person** in this document refers to the individual group members who will be treated as Insured beneficiary and the term **Proposer /Policy Holder/ Group Manager / Group Organizer** in this document refers to Person/ Organisation who has signed the proposal form and in whose name the policy is issued. Also the term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

This policy will be issued as a group policy to the Policy Holder and individual certificate may be issued to the beneficiaries.

1. PERSONS WHO CAN BE INSURED

- This Insurance is available to persons aged between 03 months and 70 years (Completed age) at the commencement date of this policy.
- The Primary Member availing the policy should be minimum 18 years on the Commencement date of the policy.
- Primary Member of the Group can avail the policy for Self, his or her Spouse and Dependent Children upto 3 on Individual Sum Insured Basis
- Each covered person will have an independent Sum Insured limit within the same policy.
- Maximum entry age for Children would be 26 years (Completed Age)
- Coverage of Primary Member is mandatory under the policy
- Primary Member is the main member of the group who has legal relationship with the Proposer.

2. OPERATIVE CLAUSE

If at any time during the currency of this policy the **Insured Person** shall sustain any bodily injury then the Company shall pay him or his legal assignee or heir(s), the percentage of **Sum Insured** as stated in the **Policy Certificate** subject to policy terms and conditions, if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of claim against the given benefit described in the **Policy Schedule/Certificate**.

3. DEFINITIONS

We use certain words in this **Policy** and the **Policy Schedule/Policy Certificate**, which have a specific meaning and are shown under the heading of definitions in the policy. They have this meaning wherever they appear in the policy or the **Policy Schedule/Policy Certificate** and are shown in Bold Letters. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender and vice versa in both cases.

1. **Accident means** 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. **Bank** means a banking Company which transacts the business of banking in India.

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- 5. Claims Team** means the Claims administration team within Cholamandalam MS General Insurance Company Limiyed.
- 6. Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 7. Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
- a) Internal Congenital Anomaly:** Congenital Anomaly which is not in the visible and accessible parts of the body.
- b) External Congenital Anomaly:** Congenital Anomaly which is in the visible and accessible parts of the body.
- 8. Disclosure to information norm:** The Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 9. Emergency Care** means management for an 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.
- 10. 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.
- 11. Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.
- 12. Group:** Group consisting of all Kisan credit cardholders in India, including holders of kisan credit cards issued by commercial banks, Gramin/Regional Rural Banks, Co-operative banks etc., groups consisting of persons who assemble together with a commonality of purpose or engaging in a common economic activity like co-operative society's, Group policies being taken by Government bodies for certain identifiable groups, or members of any similar group being administered by a group administration wherein Insurance is being provided as an add-on benefit.
- 13. 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 pre-existing diseases. Coverage is not available for the period for which no premium is received.
- 14. 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 enactments specified under the schedule of Section 56(1) and the said Act Or complies with all minimum criteria as under:
- has qualified nursing staff under its employment round the clock;
 - 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;
 - has qualified medical practitioner(s) in charge round the clock;
 - has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - maintains daily records of patients and makes these accessible to the Insurance Company's authorized personnel.
- 15. Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
- 16. Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in the Policy Schedule/Certificate of Insurance of this Policy. If the Loan amount pertains to Assets, it shall mean to include Assets in India Only.

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17. Inception Date means the commencement date of the coverage under this Policy as specified in the **Policy Schedule/Certificate**.

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. Intensive Care Unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

20. ICU Charges: ICU (Intensive Care Unit) charges means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.

21. In Patient Care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event

22. Limb means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints

23. Loss means the permanent and total loss of functional use or complete and permanent severance

24. Master Policy Schedule / Policy Schedule means schedule attached to and forming part of this Policy mentioning the details of the Proposer/Group Manager, the Sum Insured, Period and limits to which benefits under the policy would be payable.

25. Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription

26. 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.

27. 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 its scope and jurisdiction of license.

The registered practitioner should not be the insured or close family members. For the purpose of this definition, close family members would mean and include the Insured person's Spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt, grandfather, grandmother, grandson, granddaughter, nephew, and niece.

28. Medically necessary Treatment 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 the insured;
- 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.

29. Notification of claim means the process of intimating a claim to the insurer through any of the recognized modes of communication.

30. Partial means less than total

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31. Permanent means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement

32. 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.

33. Policy period means the period between the inception date and earlier of

- a. The Expiry Date specified in the Schedule /Policy Certificate
- b. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition on Cancellation as below.

34. Policy Certificate /Certificate of Insurance 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 Certificate.

35. Pre-existing Disease means any condition, ailment, injury or disease:

- a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the Insurer or its reinstatement or
- b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.

36. Proposal/Enrolment Form means the form in which the details of the insured person are obtained for this 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

37. Proposer means the person who has signed in the proposal form and named in the Policy Schedule. He may or may not be insured under the policy

38. Renewal means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

39. Sum Insured means the amount shown in the policy Certificate which shall be our maximum liability for each Insured Person for the given benefits during the policy period.

40. Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

41. Totally disabled (permanent or partial) means due to Injury, if the Insured Person is unable to engage in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by education, training or experience. If at the time of the loss the Insured Person is 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. GENERAL EXCLUSIONS

This policy does not provide benefits for any death, disability, expenses or loss incurred in result of any Injury attributable directly to the following:

1. intentionally self-inflicted injury, suicide or any attempt thereof, whether sane or insane;
2. Any **Pre-existing** condition or any complication arising from the same.
3. Any kind of murder which was caused by pre-meditated and dominant intention to kill the person. Any murder caused by an act which was originally unintended to kill the person does not fall under this exclusion
4. Any loss arising out of any kind of insect bite
5. Congenital external defects or anomalies or in consequence thereof.
6. Pregnancy or childbirth or in consequence thereof.

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7. Any treatment other than Allopathy
8. Injury or Disease directly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
9. Injury or Disease directly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
10. 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.
11. Nuclear, Chemical and biological terrorism Exclusion Clause:
The Insurance under this Policy shall not extend to cover Death, disablement or injury resulting directly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.
12. 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;
13. 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;
14. 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;
15. 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;
16. 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 mountaineering and/or winter sports;
17. Resulting in injury whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs
18. Consequential losses of any kind or actual or alleged legal liability
19. Any Events/incidences that happened before the policy inception would not be covered. All events should fall under the policy duration.
20. While you are participating or training for any sport as a professional.
21. This Insurance does not cover any loss, damage, cost or expense directly arising out of or due to any **act of terrorism**. For the purpose of this Exclusion, an **act of terrorism** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar

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purpose including the intention to influence any government and / or to put the public, or any section of the public in fear.

5. GENERAL CONDITIONS

5.1. CONDITIONS PRECEDENT TO THE CONTRACT

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.

2. 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 available prior to the date and time of receipt of premium.

3. Nomination:

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

In case the nominee is a minor, the **Insured** can appoint a person who will receive the money secured by the policy in the event of the **Insured Person's** death during the minority of the nominee.

4. Assignment:

The policy can be assigned subject to applicable laws.

5.2. CONDITIONS APPLICABLE DURING THE CONTRACT

5. 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.

6. 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.

7. Change of occupation:

Any change in the professional activity/ occupation as stated in the proposal, must be informed to us by the **Proposer/Insured** 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. The company reserves the right to cancel the policy 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 if the change of occupation is not informed to us for passing necessary endorsement.

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8. Transfer:

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

9. 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.

10. 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.

11. Misdescription:

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 **Policy Holder / Insured Person(s)**.

12. Territorial Limits:

This policy pays for any accidental bodily injury occurring anywhere in the world. Medical expenses covered under Optional Covers is restricted to treatment expenses incurred in India Only.

13. 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 **Policy Schedule/Policy Certificate**.
- 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 **Policy Schedule**.

5.3. CONDITIONS WHEN A CLAIM ARISES

14. Claim Procedure

14.1 Notification: It shall be a condition precedent for any claim to be made by the **Insured** 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.

14.2 Document Submission Procedure: Besides such immediate notice of occurrence or commencement of Loss, the **Insured** shall also furnish further particulars as may be required in the Claim Form provided by us. Completed Claim Form with written evidence of loss in the form of claim documents mentioned in the policy 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.

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The **Insured Person** shall obtain and furnish to us all copy of bills, receipts and any other documentation upon which a claim is based. Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed necessary.

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 the **Insured Person** 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.

14.3 List of documents to be submitted

Following documents are to be submitted for processing of the claim along with the duly filled & signed claim form by the insured / nominee in addition to the documents listed in the table:

- KYC of the nominee / legal heir in case of death claim and KYC of the Insured for other claim under the policy.
- Account details with proof for NEFT of the nominee / legal heir in case of death claim and of the insured for other claims under the policy i.e. cancelled cheque, passbook copy has to be submitted with the below listed claim documents.

Cover	Claim Documents
Accidental Death	1. Copy of FIR / Police Report, wherever necessary 2. Copy of Post Mortem Report/Coroner's report (If postmortem is conducted) 3. Copy or Panchanama / Inquest report 4. Death Certificate
Permanent Disablement Claims (Including Partial, Permanent)	1. Report of the attending Doctor confirming disability 2. Admit / Discharge card 3. Investigation reports such as X-rays, Lab test etc 4. FIR/ Police report, wherever necessary

The documents should be sent to:

"Health Claims Department,
 Cholamandalam MS General Insurance Company Limited,
 New No.319, Old No.154, Shaw Wallace Building,
 2nd Floor, Thambu Chetty Street, Parry's Corner,
 Chennai – 600001"

Customer Care Toll Free No: 1800-208-5544**14.4 Claim Settlement**

- The Company shall settle or reject a claim ,as the case may be, within 30 days from the date of receipt of last necessary document
- In case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

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- In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the Financial Year in which claim has fallen due)

14.5 TPA

There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders.

15. 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 **Policy Certificate** and any interim payments made before death will be off-set/adjusted from the amount due. Our maximum liability under given Benefits however will not be more than 100% of the Sum Insured-

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 Permanent Total Disablement or Permanent Partial Disablement.

Any claim payable under the policy will be in Indian Rupees Only.

16. Complete Discharge:

Any payment to the policyholder, insured person or his/her nominees or his/her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim

17. 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 wherever deemed necessary. 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.

18. Disclaimer to Claim:

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.

5.4. CONDITIONS FOR RENEWAL OF THE CONTRACT

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITEDRegistered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001.

Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550

E: customercare@cholams.murugappa.com; website: www.cholainsurance.com

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21. Renewal of Policy:

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person/policy holder.

- i. The Company shall endeavour to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- ii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iii. At the end of the policy period, the policy shall terminate and can be renewed within the Grace period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.
- iv. If a claim was paid under the policy for Accidental Death or Permanent Total disability upto 100% of Sum Insured, then this policy stands terminated and shall not be subsequently renewed.
- v. No loading shall apply on renewals based on individual claims experience.

22. Enhancement of Sum Insured:

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, the Sum Insured revision is subject to written application and our acceptance

23. Withdrawal of the Product:

- i. In the likelihood of this product being withdrawn in future, the company will intimate the insured person about the same 90 days prior to expiry of the policy.
- ii. Insured person will have the option to migrate to similar health insurance product available with the company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

24. Revision of the Product:

The company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

25. Cancellation of cover

- i. The policyholder may cancel this policy by giving 15 days written notice and in such an event, the Company shall refund premium for the unexpired policy period as per short period scale below:

Period on Risk (in Months)	Rate of Premium to be retained				
	1 Year Policy Term	2 Year Policy Term	3 Year Policy Term	4 Year Policy Term	5 Year Policy Term
1	8%	4%	3%	2%	2%
2	17%	8%	6%	4%	3%
3	25%	13%	8%	6%	5%
4	33%	17%	11%	8%	7%
5	42%	21%	14%	10%	8%
6	50%	25%	17%	13%	10%

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7	58%	29%	19%	15%	12%
8	67%	33%	22%	17%	13%
9	75%	38%	25%	19%	15%
10	83%	42%	28%	21%	17%
11	92%	46%	31%	23%	18%
12	100%	50%	33%	25%	20%
13		54%	36%	27%	22%
14		58%	39%	29%	23%
15		63%	42%	31%	25%
16		67%	44%	33%	27%
17		71%	47%	35%	28%
18		75%	50%	38%	30%
19		79%	53%	40%	32%
20		83%	56%	42%	33%
21		88%	58%	44%	35%
22		92%	61%	46%	37%
23		96%	64%	48%	38%
24		100%	67%	50%	40%
25			69%	52%	42%
26			72%	54%	43%
27			75%	56%	45%
28			78%	58%	47%
29			81%	60%	48%
30			83%	63%	50%
31			86%	65%	52%
32			89%	67%	53%
33			92%	69%	55%
34			94%	71%	57%
35			97%	73%	58%
36			100%	75%	60%
37				77%	62%
38				79%	63%
39				81%	65%
40				83%	67%
41				85%	68%
42				88%	70%

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43				90%	72%
44				92%	73%
45				94%	75%
46				96%	77%
47				98%	78%
48				100%	80%
49					82%
50					83%
51					85%
52					87%
53					88%
54					90%
55					92%
56					93%
57					95%
58					97%
59					98%
60					100%

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy.

ii. The Company may cancel the policy at any time on grounds of misrepresentation, non-disclosure of material facts, fraud by the insured person by giving 15 days written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

26. Fraud:

If any claim made by the Insured Person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression “fraud” means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

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- a) the suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- b) the active concealment of a fact by the insured person having knowledge or belief of the fact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the insured person / 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.

27. Validity of Policy:

The Cover under the Janata Personal Accident Insurance Policy for the member will terminate at the earliest of the following occurrence

- a) the expiry date mentioned in the **Policy schedule/Policy Certificate**
- b) In case of death of the Insured
- c) Any claim paid up to the Sum Insured
- d) The date of cancellation of this Policy by either Policy holder or Insurer in accordance with the terms and conditions of the policy.

28. 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 7.1 or 8.1

29. 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.
- 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.

6. GRIEVANCES REDRESSAL MECHANISM

Mechanism for Grievance Redressal:-

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com
Toll free : 1800 208 5544
E-Mail : customercare@cholams.murugappa.com
Fax : 044 -4044 5550
Courier : **Cholamandalam MS General Insurance Company Limited, Customer services,**
Head Office, Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

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If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079-27546150/27546139, Fax: 079-27546142, Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 th Main Road, JP Nagar, 1 st Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janakvihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: bimalokpal.bhopal@ecoi.co.in
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 nd Floor, Batra Building, Sector 17-D, Chandigarh – 160017. Tel.: 0172-2706196/2706468. Fax.: 0172-2708274, Email.: bimalokpal.chandigarh@ecoi.co.in
Tamilnadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel. 044 – 24333668/24335284. Fax. 044-24333664, Email.: bimalokpal.chennai@ecoi.co.in
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel.

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	011-23239633/23237532, Fax.011-23230858, Email: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5 th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, "Moin court", Lane Opp., Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad – 500004. Tel.: 040-65504123/23312122, Fax.: 040-23376599, Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg, Gr. Floor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141-2740363, Email: Bimalokpal.jaipur@ecoi.co.in
Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 nd Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 th Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh, Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Office of the Insurance Ombudsman, 6 th Floor, Jeevanbhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522-2231330/2231331. Fax.: 0522-2331310. Email: bimalokpal.lucknow@ecoi.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 rd Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022-26106052. Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Baudam, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,	Office of the Insurance Ombudsman, Bhagwansahai Palace, 4 th floor, Main Road, Naya Bans, Sector 15, Distt: gautambhuddh Nagar, U.P – 201301. Tel.: 0120-2514250/2514251/2514253. Email: bimalokpal.noida@ecoi.co.in

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Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur,	
Bihar, Jharkhand	Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3 rd floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: bimalokpal.pune@ecoi.co.in

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7. BENEFITS

The **Policy** provides Accidental Death benefit as Base Cover. It is compulsory for the **proposer** to choose the Base cover to be eligible for taking this Janata Personal Accident Insurance Policy.

7.1 BASIC COVERS

ACCIDENTAL DEATH

This is part of the policy to which it is attached and is valid only if the benefit and appropriate premium is indicated on the **Policy Schedule/Policy Certificate** for said policy or is endorsed thereon.

Coverage: If at any time during the policy period, the insured shall sustain any bodily injury anywhere in the world, which shall within twelve months of its occurrence be the sole and direct cause of his/her death, then **the Company** will pay the **Sum Insured** as mentioned in the **Policy Certificate**.

In addition to Accidental Death Sum Insured, the **Company** will also pay upto 3% of **Sum Insured** or Rs. 6,000.00 (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.

The Company will also pay in addition to Accidental Death Sum Insured, the actual costs or Rs. 5,000.00 (whichever is lower), incurred in connection with performance of religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

An amount of Rs. 1,000/- will be paid for Ambulance hiring charges following an accident, subject to submission of bill.

Exclusions

In addition to the General Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) loss caused directly, 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;

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8. OPTIONAL COVERS:

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, the policy is extended to cover the optional benefits listed below upto the sum insured's shown within the policy schedule/certificate.

Endorsement no. 1 - PERMANENT TOTAL DISABILITY BENEFIT (PTD)

Coverage: In consideration of payment of additional premium, it is hereby understood and agreed that, in the event of Accidental Injury, causing the Insured Permanently Totally Disabled and such disability has continued for a period of 12 consecutive months, The **Company** will pay the **Insured** the percentage of the **Sum Insured** specified in the table below:

Benefits	Percentage of Sum Insured
Loss of sight of both eyes	100%
Loss of two hands	100%
Loss of two feet	100%
Loss of one limb and one eye	100%
Loss of Sight of one eye	50%
Loss of One hand	50%
Loss of One foot	50%

The **Company's** maximum liability however should not be more than 100% of the **Sum Insured**.

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Endorsement no. 2 - PERMANENT PARTIAL DISABILITY (PPD):

Coverage: In consideration of payment of additional premium, it is hereby understood and agreed that, in the event of Accidental Injury causing the **Insured** Permanent Partial Disability as mentioned in the Table below within 12 months of the Accidental Injury being sustained, The **Company** will pay the **Insured** the percentage of the **Sum Insured** specified for each and every form of impairment mentioned in the table below.

Benefits	Upto %ge of Sum Insured
i. Loss of toes – all	20%
Loss of Great toe– both phalanges	5%
Loss of Great toe – one phalanx	2%
Loss of Other than great toe, if more than one toe lost, each	2%
ii. Loss of hearing – both ears	60%
iii. Loss of hearing – one ear	30%
iv. Loss of speech	60%
v. Loss of four fingers and thumb of one hand	40%
vi. Loss of four fingers	35%
vii. Loss of thumb – both phalanges	25%
Loss of thumb- one phalanx	10%
viii. Loss of index finger –three phalanges or two phalanges or one phalanx	10%
ix. Loss of middle finger –three phalanges or two phalanges or one phalanx	6%
x. Loss or ring finger – three phalanges or two phalanges or one phalanx	5%
xi. Loss of little finger – three phalanges or two phalanges or one phalanx	4%
xii. Loss of metacarpals – first or second, third, fourth or fifth	3%
xiii. Loss of Sense of smell	10%
xiv. Loss of Sense of taste	5%
xv. Loss of Sight of one eye	50%
xvi Loss of One hand	50%
xvii. Loss of One foot	50%
xviii Any other permanent partial disablement	Percentage as assessed by the panel doctor of the Company

The **Company's** maximum liability however shall not exceed 100% of the **Sum Insured**.

If the **Accidental Injury** sustained by the **Insured** causes a subsequent claim by him under Death or Permanent Total Disablement, then this part of the coverage shall not be applicable and the amounts payable under the coverage of Death or Permanent Total Disablement shall be reduced by the amount of any payment made under this coverage.

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Endorsement no. 3 - ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT

Coverage: In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, The **Company** will reimburse the **Insured** the cost of treatment by a **Medical Practitioner** and use of Hospital facilities in India provided the **Insured** is admitted as an inpatient for medical treatment of **Injury** arising out of an **Accident**, subject to the hospitalisation commencing during the policy period and the limit as shown in the **Policy Certificate**.

Exclusions

In addition to the General Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly, 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) Dental care or surgery except as occasioned by **Accidental Injury**.

Claim documentation applicable for this endorsement in addition to the filled and signed claim form and KYC documents is as follows:

1. Report of the attending Doctor confirming the line of treatment
2. Admit/Discharge Card
3. Investigation reports such as X-rays, Lab test etc
4. Policy report wherever necessary
5. Medical receipt for reimbursement of medical expenses

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

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IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



JANATA PERSONAL ACCIDENT INSURANCE POLICY

CHOPAGP21356V012021

Policy Wordings

Endorsement no. 4 - EDUCATION BENEFIT:

Coverage: In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to Insured Person resulting in an admissible claim under Basic Cover of Accidental Death or Permanent Total Disablement, the Company will pay an Education benefit of 10% of the Base Sum Insured or Rs.50,000/- whichever is lower to the dependent child studying in an **Educational Institute** as a full time student, on the date of Accident.

This benefit shall be payable irrespective of whether the parent(s) is covered under any other personal accident policy with us or with others.

4.a. Definitions applicable to Education benefit:

Educational Institute means any accredited institution that provides education or training, including but not limited to, any state university private college or trade school.

4.b. Limitations applicable to Education benefit:

- The age of dependent child should be between 03 years and 23 Years.
- This would be a onetime Lumpsum payment irrespective of the number of children.

4.c. Specific Exclusions applicable to Education benefit:

In addition to the General Exclusions listed in the Policy, no payment shall be made under the Policy with respect to the following:

- a. Dependent Children who cease to be enrolled as a full time student on the date of Accident, even if he or she enrolls at a later date.
- b. This benefit will not be payable for any term of enrolment as a full time student that begins before that date of the Insured's death.

Claim documentation applicable for this endorsement in addition to the filled and signed claim form and KYC documents is as follows:

- Documents as per Death / PTD benefit
- Bonafide Certificate issued by the educational institution confirming that he/she is a full time student of the institution.
- Copy of Birth Certificate or any other valid document establishing age.
- Copy of Family Ration card reflecting the name of the child/Children

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Policy Wordings

Endorsement no. 5 - EXTERNAL AIDS AND APPLIANCES:

Coverage: In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to the **Insured Person** during the **Policy Period**, resulting in usage of external aids and appliances, **the Company** will reimburse the actual expenses incurred upto the maximum limit mentioned in the **Policy Certificate**. This benefit covers the following external aids and appliances and subject to a valid claim under permanent disability (either total or partial) of the policy:

- a) Artificial Limbs
- b) Crutches
- c) Wheel-chair

Claim documentation applicable for this endorsement in addition to the filled and signed claim form and KYC documents is as follows:

1. Documents as per Disability / broken bones benefit
2. Receipt towards expenses incurred on procuring – Artificial limbs, crutches or Wheel Chair.

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Policy Wordings

Endorsement no.6 - TERRORISM COVER:

Notwithstanding any of the exclusions mentioned in the policy wordings, It is hereby understood and agreed that in consideration of payment of additional premium, the policy extends to cover claims due to Terrorism as defined under Terrorism Exclusion Clause forming part General Exclusion no.22 of the policy for all Insured benefits.

The expression/s "**terrorism and/or act of terrorism**" shall have the same meaning/s as contained in the General Exclusions forming part of the Policy.

Further it is also hereby declared and agreed that General Exclusion no. 11 excluding War and War like operations due to Terrorim / Act of Terrorsim stands deleted