



Individual Personal Accident Insurance

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| Section 1 – Customer Information Sheet | | | |
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| 2 | What am I covered for: | Accidental Death | Coverage 2.1 |
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| | | 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 | 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 from or, contributed or aggravated or prolonged by childbirth or from pregnancy | 4 Exclusions No: 4.10 |
| | | Refer Policy clause or detailed list of exclusions | |
| 4 | Waiting period | Not applicable | Not applicable |
| 5 | Payment basis | Fixed amount on the occurrence of a covered event | 2 Coverage |
| 6 | Loss sharing | Not applicable | Not applicable |
| 7 | Renewal Conditions | The policy shall ordinarily be renewable except on grounds of fraud, moral hazard, misrepresentation by the insured person. | 5 General Conditions No: 5.12 |
| 8 | 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 a maximum of 3 years period In case of claim, the cumulative bonus for the subsequent year shall become NIL. | Coverage 2.12 |
| 9 | Cancellation | This policy would be cancelled, and no claim or refund would be due to you if: - You have not correctly disclosed details about your current and past health status or - Have otherwise encouraged or participated in any fraudulent claims under the policy | 5 General Conditions No: 5.13 |
| 10 | Claims | Claim Documents as listed in the Policy Terms have to be submitted at the earliest possible opportunity not exceeding 30 days from the date of loss | 5 General Conditions No: 5.7 |
| 11 | Policy Servicing/ Grievances/ | In case of any grievance the insured person may contact the company through | Section 6 |

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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| | Complaints | <p>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.</p> <p>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</p> <p>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.</p> <p>Grievance may also be lodged at IRDAI Integrated Grievance Management system https://igms.irda.gov.in/</p> | |
| 12 | Insured's Rights | <ul style="list-style-type: none"> • Free Look: Insured will have a free look 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 policy will be renewed so long as the Insurer receives the premium unless on grounds of misrepresentation, fraud by the Insured. • Migration: Proposer should approach the insurer atleast 30 days before the premium renewal date of his/her existing policy for the purpose of migration • Sum Insured can be enhanced at the time of renewal subject to reported claim status and health condition of the Insured. • Insured has to send us written request for the above service requests to our customer services at the email id customercare@cholams.murugappa.com or to the Company address as mentioned in the Policy Schedule • Claim Settlement: We shall settle claims, including its rejection, within thirty days of the receipt of last 'necessary' document. | 5 General Conditions No: 5.10, 5.11, 5.12, 5.18, 5.12,5.7 |
| 13 | Insured's Obligations | Insured is at obligation to disclose all pre-existing diseases or condition in the Proposal form. In the event of misrepresentation, mis-description or non-disclosure of any material fact by the Insured, the | 5 General Conditions No: 5.21 |

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| | | | |
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| | | <p>Policy shall be void and all premium paid hereon shall be forfeited to the Company and no claims shall be payable.</p> <ul style="list-style-type: none">• Insured can contact our Customer Services over phone at the toll free no. 1800 208 5544 or write to us at customercare@cholams.murugappa.com to intimate any change to the material information affecting the policy. | |
|--|--|---|--|

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

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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

This insurance policy is not valid unless You have opted for Coverage 2.1 - Accidental Death and the same is shown as opted in the policy schedule.

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 consideration of payment of additional premium, it is hereby understood and agreed that 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:

| Disability | % of SI |
|---|---------|
| 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 consideration of payment of additional premium, it is hereby understood and agreed that 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 | Upto % 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% |

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| | - 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. | Sense of smell | 10% |
| 14. | Sense of taste | 5% |
| 15. | Sight of one eye | 50% |
| 16. | One hand | 50% |
| 17. | One foot | 50% |

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

- 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.
- 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.
- In the event of Permanent Total Disablement or Permanent Partial Disablement, Insured Person will be under obligation:
 - To have himself/herself examined by doctors appointed by Us and We will pay the costs involved thereof.
 - 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.
- The policy will remain live till 100% of the Sum Insured under any one of the Coverage 2.1 or 2.2 is exhausted.
- 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 lumpsum 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 Medical Reimbursement

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of Accidental Injury, We will reimburse the Insured the cost of treatment by a Medical Practitioner, use of Hospital facilities for medical treatment of Injury arising out of an Accident and for which there is a valid claim under this policy, subject to a maximum of 40% of admissible claim amount or 10% of principal Sum or the actuals, whichever is less.

Exclusions (specific to this coverage)

In addition to the Exclusions listed under 3. Exclusion below, this policy shall not cover and no payment shall be made with respect to:

- Loss caused directly, wholly or partly by:

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- 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) Dental care or surgery except as occasioned by Accidental Injury.

2.8. 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.5000.00 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 3. Exclusion below, 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) Treatment of hernia resulting from any bodily injury.
- 3) pregnancy and resulting childbirth, miscarriage or diseases of the female organs of reproduction.

2.9. Education Benefit

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of the Insured's Death or Permanent Total Disability due to Accidental Injury being sustained, The Company will pay the assignee or legal heir of the Insured benefits up to 10% of the Sum Insured subject to a maximum of Rs. 25,000, for on education benefit.

2.10. Modification of Residential Accommodation and Vehicle

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of Accidental Injury, The Company will reimburse up to 10% of Sum Insured subject to a maximum of Rs. 50,000, for covered expenses reasonably incurred to modify your 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 advise of treating/attending Medical Practitioner.

Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy is admissible.

2.11. Broken Bones

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of an Accident during the Policy Period resulting in Fracture of your bones, then We will pay the percentage of the Sum Insured specified against this benefit in the Schedule of benefits as mentioned in the table below:

| SI No | Type of Fractures | Up to % 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% |

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| 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% |

2.12 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.

Definitions specific to this Benefit

- A. For the purpose of this cover:
- Pelvis means all pelvic bones, which shall be treated as one bone. The sacrum is part of the vertebral column.
 - Skull means all skull and facial bones, (excluding nasal bones and teeth) which shall be treated as one bone.
 - Arm excludes wrist, hand fingers and colles or similar fractures.
 - Leg excludes ankle, foot, toes and potts or similar fractures.
 - 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

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

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.

- Accident means** a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 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)
- 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
- Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context
- Claims Team** means the Claims administration team within Chola MS General Insurance Company
- Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

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7. **Deductible** means a cost sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the Insurer. A deductible does not reduce the Sum Insured.
8. **Dental treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery
9. **Dependents / Family** refers to family members spouse, dependent children and dependent parents, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income.
10. **Disclosure to information norm:** 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 any material fact.
11. **Eligible Children** means all of the Insured Person's dependent Children aged between six (6) months and eighteen (18) years and up to twenty three (23) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him.
12. **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
13. **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
14. **Excluded hospital** means any hospital which is excluded from the hospital list of the company, due to fraud or moral hazard or misrepresentation indulged by the hospital.
15. **Fracture** means a break in the continuity of bone
16. **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
17. **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:
 - has qualified nursing staff under its employment round the clock;
 - has at least 10 in-patient 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
18. **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
19. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
20. **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
21. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
22. **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.
23. **Medical Practitioner** is 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 of the insured.

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- 24. Medically necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- is required for the medical management of the illness or injury suffered by Insured;
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - must have been prescribed by a medical practitioner;
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 25. Migration** means the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.
- 26. Newborn Baby** means baby born during the policy period and is aged upto 90 days
- 27. Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- 28. OPD treatment** is one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 29. Limb** means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints
- 30. Loss** wherever used herein means the permanent and total loss of functional use or complete and permanent severance.
- 31. Partial** means less than total
- 32. Permanent** means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement
- 33. 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.
- 34. Policy period** means the period between the inception date and earlier of
- The Expiry Date specified in the Schedule
 - The date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition (5.15) below.
- 35. 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.
- 36. Pre-existing Disease means any condition, ailment, injury or disease:**
- 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
 - 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.
- 37. 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
- 38. 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
- 39. 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
- 40. 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.
- 41. 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

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4. EXCLUSIONS

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

- 1.1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
- 1.2. 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;
- 1.3. 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;
- 1.4. 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
- 1.5. 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;
- 1.6. 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;
- 1.7. 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;
- 1.8. 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;
- 1.9. 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;
- 1.10. any loss resulting directly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
- 1.11. 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;

5. GENERAL CONDITIONS

5.1. Observation of Terms and 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.

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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:

1. Duly completed Claim form by the nominee
2. Copy of FIR / Police Report, wherever necessary
3. Copy of Post Mortem Report/Coroner's report (If postmortem is conducted)
4. Copy or Panchanama / Inquest report
5. Death Certificate
6. Original Policy Certificate for deletion of name of the Insured person from the list.

Permanent Total / Partial Disablement Claims:

1. Duly completed claim Form
2. Report of the attending Doctor confirming disability
3. Admit / Discharge card
4. Investigation reports such as X-rays, Lab test etc
5. FIR/ Police report, wherever necessary

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Weekly Benefit

1. Duly completed claim Form
2. Report of the attending Doctor confirming disability
3. Admit / Discharge card
4. Investigation reports such as X-rays, Lab test etc
5. Police report wherever necessary
6. 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

5.7.4 Claim Settlement(Provision for penal interest)

- 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.
- 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)

The documents should be sent to or such other address as may be notified to the Insured:

Chola MS HELP – Health Claims Department
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
E-Mail: help@cholams.murugappa.com

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.

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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 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 3 months 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 Person's last address as shown in the records. The policy shall be void in case of misrepresentation, fraud or non-disclosure of material facts and all premium paid hereon shall be forfeited to the Company and no claim shall be payable under the policy. Upon cancellation of the policy by us on account of non cooperation, the Insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

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

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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 Personal Accident Insurance Policy:

The insured person will have the option to migrate the policy to other health insurance products/plans offered by the company by applying for migration of the policy atleast 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

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For Detailed guidelines on migration, kindly refer the link: www.cholainsurance.com

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

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 by the policyholder.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

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

6. GRIEVANCES

Mechanism for Grievance Redressal:-

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

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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.

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.comFor 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 |

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| | Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel. 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, | 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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| Kashganj, 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 |