

# Janata Personal Accident Policy (For Group)

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We issue this insurance policy to You and/or Your Family based on the information provided by Proposer/Group Manager in the proposal form and premium paid by Proposer/Group Manager/Insured Persons. This insurance is subject to the following terms and conditions. This policy covers insured person(s) in the event of Death or Permanent Total Disablement solely caused due to Accidental injury during the Policy period. We will make payment to the Proposer/Group Manager / Insured Person or their legal heir/Nominee as per the Table of Benefits set forth in the Policy. The method of coverage and the Sum Insured that has been opted by the insured persons is mentioned in the Certificate of Insurance. The term **You/ Your / Insured/ Insured Person** in this document refers to the all the Individuals who will be treated as Insured and the term **Proposer /Group Manager/Policy Holder** in this document refers to Person who has signed the proposal form and in whose name the Master policy is issued. The Proposer may or may not be insured under the Policy. Also the term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

This Policy is an evidence of the contract between You and Chola MS General Insurance Company Limited. The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

## I. SCHEDULE OF BENEFITS

Sl. No.	Eligibility and Applicability		
1	Entry Age	5 years to 75 years	
2	Minimum entry age for Proposer	18 years	
3	Renewal Age limit	Life long	
4	Policy Term	One year	
<b>Table of Benefits - Coverage and Sum Insured Options</b>			
Option 1	Accidental Death only	100% of Sum Insured	From Rs.10,000/- to Rs.10,00,000/- (Multiples of Rs.10,000/-)
Option 2	Accidental Death	100% of Sum Insured	From Rs.10,000/- to Rs.10,00,000/- (Multiples of Rs.10,000/-)
	Permanent Total Disablement	100% of Sum Insured applicable to Accidental Death	
	Total and irrecoverable loss of sight of both eyes or total irrecoverable loss of use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot	100% of Sum Insured applicable to Accidental Death	
	Total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or foot	50% of Sum Insured applicable to Accidental Death	

The benefit applicable to you will depend on the Plan and Sum Insured opted by you as shown in your Master Policy Schedule/Certificate.

**Applicability of Sum Insured:**

Contingencies	% of Sum Insured applicable			
	Insured	Earning Spouse of the Insured	Non earning Spouse of the Insured	Children of the Insured
Accidental Death	100% of sum Insured	100% of sum Insured	50% of SI applicable for Insured	25% of SI applicable for Insured
Permanent Total Disablement	100% of sum Insured	100% of sum Insured		
Loss of sight (both eyes)	100% of sum Insured	100% of sum Insured		
Loss of two hands	100% of sum Insured	100% of sum Insured		
Loss of two feet	100% of sum Insured	100% of sum Insured		
Loss of one limb and one eye	100% of sum Insured	100% of sum Insured		
Loss of Sight of one eye	50% of Sum Insured	50% of Sum Insured		
Loss of One hand	50% of Sum Insured	50% of Sum Insured		
Loss of One foot	50% of Sum Insured	50% of Sum Insured		

**Discounts under the policy:**

1	Group Discount	<table border="1"> <thead> <tr> <th>Number of Persons Covered</th> <th>Applicable Discount</th> </tr> </thead> <tbody> <tr> <td>Between 1 and 50 persons</td> <td>No Discount</td> </tr> <tr> <td>Between 51 and 100 persons</td> <td>5% on total premium</td> </tr> <tr> <td>Between 101 and 500 persons</td> <td>10% on total premium</td> </tr> <tr> <td>Between 501 and 1000 persons</td> <td>15% on total premium</td> </tr> <tr> <td>Between 1001 and 5000 persons</td> <td>20% on total premium</td> </tr> <tr> <td>More than 5000 persons</td> <td>25% on total premium</td> </tr> </tbody> </table>	Number of Persons Covered	Applicable Discount	Between 1 and 50 persons	No Discount	Between 51 and 100 persons	5% on total premium	Between 101 and 500 persons	10% on total premium	Between 501 and 1000 persons	15% on total premium	Between 1001 and 5000 persons	20% on total premium	More than 5000 persons	25% on total premium
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2	Discount for Geographical Location	If the coverage is restricted to only India, discount of 15% in premium will be offered														
3	Discount for favourable Claims Ratio	<table border="1"> <thead> <tr> <th>Incurred Claims Ratio</th> <th>Discount percentage (%)</th> </tr> </thead> <tbody> <tr> <td>Less than 25.00%</td> <td>40</td> </tr> <tr> <td>25.01% to 35.00%</td> <td>30</td> </tr> <tr> <td>35.01% to 45.00%</td> <td>20</td> </tr> <tr> <td>45.01% to 55.00%</td> <td>10</td> </tr> <tr> <td>55.01% to 80.00%</td> <td>No Discount/ Loading</td> </tr> </tbody> </table>	Incurred Claims Ratio	Discount percentage (%)	Less than 25.00%	40	25.01% to 35.00%	30	35.01% to 45.00%	20	45.01% to 55.00%	10	55.01% to 80.00%	No Discount/ Loading		
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55.01% to 80.00%	No Discount/ Loading															

4	Discount in lieu of Commission	The below discounts are allowed in lieu of intermediation:	
		Intermediation Channel	Discount percentage (%)
		Direct Sales Team (Other than Internet)	17.50
		Agency	2.50
		Brokers	0
		Corporate Agents	2.50
		Corporate Agents (Other than Banks)	2.50

The overall discount shall not exceed 85% of the Total Premium.

## II. COVERAGE

If at any time during the Policy period, if the Insured shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means anywhere in the world, resulting in the following, then the Company shall pay the Insured or his/her legal nominee or heir(s), the percentage of Sum Insured stated in the Schedule:

### 1) Accidental Death

The Sum Insured as stated in the Schedule will be paid to the nominee in the event of death of the Insured Person occurring within a period of twelve months from the date of such injury happening during the policy period, and such Injury is the sole and direct cause of death of the Insured Person.

### 2) Permanent Total Disablement

In the event of such injury happening during the policy period and directly disable the Insured Person (immediately or within a period of twelve months of such injury) Permanently, totally and absolutely from engaging in any employment or occupation of any description, whatsoever, then a lump sum of 100% of sum Insured for Permanent total disablement as stated in the Schedule shall be payable to the Insured Person.

3) In the event of such Injury happening during the policy period solely and directly causing total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two hands or two feet, or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot, (immediately or within a period of twelve months of such injury), then a lump sum of 100% of sum Insured as stated in the Schedule shall be payable to the Insured Person.

4) In the event of such Injury happening during the policy period, solely and directly causing, total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or foot (immediately or within a period of twelve months of such injury), then a lump sum of 50% of sum Insured as stated in the Schedule shall be payable to the Insured Person.

### III. DEFINITIONS

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

1. **Accident** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Accidental Death** means Death resulting from Bodily Injury solely and independently of any other cause except Illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the Death of the Insured Person within 12 months from the date of Accident.
3. **Age** means completed years on the last birthday of the Insured Person as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period
4. **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 Certificate of Insurance shall also be a part of the Certificate.
5. **Claims Team** means the Claims administration team of Chola MS General Insurance Company Limited
6. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is conditional upon.
7. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
8. **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.
9. **Endorsement:** Endorsement means written evidence of change to the insurance Policy including but not limited to increase or decrease in the coverage limit, extent and nature of the cover agreed by the Company in writing.
10. **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.
11. **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.
12. **Group:** A group should consist of persons who assemble together with a commonality of purpose or engaging in a common economic activity like employees of a company. It includes non employer-employee groups, like members of an association/club, depositors, borrowers of banks, members of cooperative society's, NGO's, SHG's, Kissan Credit Card Holders, Registered farmers, members of APL and BPL segments of society.
13. **Group Manager:** Group Manager is a person or an entity in his or their capacity as organizer of the group has an authority from majority of the members of the group to arrange insurance on their behalf or is doing so as part of a necessary security for other matters such as a bank on the life of borrowers.

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 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

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

16. **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

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

18. **Master 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

19. **Medical Practitioner/Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

The registered practitioner should not be the insured or close family members.

20. **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified.

21. **Partial** means less than total

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

23. **Pre-existing Disease:** Any condition, ailment or injury or related conditions(s) for which you had signs or symptoms, and / or were diagnosed and / or received medical advice / treatment within 48 months to prior to the first Janata Personal Accident Policy (For Group) with us.

24. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in the document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.

25. **Policy period** means the period between the inception date and earlier of

- a) the Expiry Date specified in the Schedule
- b) the date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition VI (8) & (10) below.

26. **Proposal Form:** The form in which the details of the insured person are obtained for coverage under Janata Personal Accident Policy. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of insurance contract.
27. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
28. **Schedule of Benefits** means the table of benefits, with the limit of Sum Insured against each Insured person, that will be paid by the Company as per the Sum Insured opted by the Insured.
29. **Sum Insured** means the amount shown in the Policy Schedule against Insured Person (s), which shall be our maximum liability for each Insured Person for any one and all benefits claimed during the Policy Period
30. **Terrorism** means an act, including but not limited to the use of force or violence and / or 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 purpose including the intention to influence any government and / or put the public or any section of the public in fear.

#### IV. EXCLUSIONS

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

1. intentionally self-inflicted injury, suicide or any attempt thereof, whether sane or insane;
2. Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. 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.
5. Nuclear, Chemical and biological terrorism Exclusion Clause:  
The Insurance under this Policy shall not extend to cover Death, disablement or injury resulting directly or indirectly 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.

6. 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;
7. 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;
8. 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;
9. any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft or ship other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
10. any loss sustained while the Insured is participating in contests of speed (including trial, training and qualifying heats) 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; ice hockey; big game shooting, bungee jumping, white water canoeing/rafting;
11. Resulting in injury whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs;
12. Consequential losses of any kind or actual or alleged legal liability;
13. All accidents/Incidence which happens post policy inception is only covered. Event/incidence that had happened before the policy period would not be covered. All Events should fall under the policy duration;
14. While you are participating or training for any sport as a professional;
15. Any Pre-existing Condition or any complication arising from the same;
16. Pregnancy including childbirth or miscarriage, abortion or in consequences thereof;
17. Any other payment after a claim under one of the benefits under 1, 2 and 3 of II coverage;
18. Any payment in excess of Sum Insured under the Policy during any period of Insurance;
19. Any psychiatric or mental disorders;
20. Any loss or damage or cost or expenses directly or indirectly arising out of or due to any act of terrorism.



## V. GENERAL CONDITIONS

### 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. **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.

**3. Disclosure to information norm:** The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration, claim form declaration, medical history on the claim form and connected documents, or any material information having been withheld by You or any one acting on Your behalf, under this Policy. You further understand and agree that We may at Our sole discretion cancel the Policy and the premium paid shall be forfeited to Us.

**4. 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. 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.

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

**7. 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 refund 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.

**8. Additions:** Any person becoming eligible for cover after the Effective Date of this policy may be added from time to time as a named Insured Person. The Policy shall commence in respect of such person on the date when his/her proposal has been approved by the Company subject to any limitations set forth in the attached forms.

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

**Automatic Termination:** The cover for the Insured Person(s) shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage (1) or (2) or (3)

**10. Renewal Conditions:**

- 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 post the expiry of the policy which will be at the sole discretion of the Company.
- 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, the Sum Insured revision is subject to written application and 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 three 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.

The premium for renewals shall be subject to discount when group Policy issued witnesses favorable claims ratio as under:

Incurred Claims Ratio	Discount percentage (%)
Less than 25.00%	40.00
25.01% to 35.00%	30.00
35.01% to 45.00%	20.00
45.01% to 55.00%	10.00
55.01% to 80.00%	No Discount / Loading

No Loading on premium shall be applied on Your individual claims experience basis but the group as a whole.

The premium for renewals shall be subject to loading when Group Policy issued witnesses adverse claims ratio as under:

Incurred Claims Ratio	Loading Percentage (%)
Between 80.01 % and 100.00 %	25.00
Between 100.01 % and 125.00 %	55.00
Between 125.01 % and 150.00 %	90.00
Between 150.01 % and 175.00 %	120.00
Between 175.01 % and 200.00 %	150.00
Over 200.00 %	Cover to be reviewed

### 11. Compensation

In case of claim by Death or Permanent Total Disablement compensation will be made only after deleting by an endorsement the name of the deceased/injured person in respect of whom such sums shall become payable.

### 12. Cancellation:

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the insured by giving 15 days written notice delivered to, or mailed to the Insured persons' last address as shown in the records. On such cancellation by us, on account of misrepresentation, fraud and non-disclosure of material facts, the insured person shall not be entitled to refund of premium and no claim shall be payable under the policy. On cancellation by us on account of non-cooperation, the insured shall be entitled for refund in premium on pro-rata 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 insurer shall be entitled to retention of premium at Short Period Scale for the expired portion on the date of cancellation. Any excess premium available with us after adjustment at Short Period Scale as provided herein below shall be refunded to the Insured except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

#### Short Period Scale

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

### 13. 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

**14. Medical Examination:** We at our own expense shall have the right to examine you when and as often we may reasonably require during the pendency of a claim hereunder.

**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 Schedule and any interim payments made before death will be off-set/adjusted from the amount due. The Company's maximum liability under all Benefit however will be limited to 100% of the Sum Insured opted.

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

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

**16. 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.

**17. 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.

**18. 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.

**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.

**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.

**21. Territorial Limits**

This policy pays for any accidental bodily injury resulting in insured contingencies occurring anywhere in the world unless otherwise stated in the Policy schedule.

**22. Payment of Claims:** All Claims under this policy shall be payable in Indian currency. Any claim paid by the Company and received will discharge the Company from any further payment for the same claim.

**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.

**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.

**25.** Claims of person presume to be dead due to drowning only be settled after two years of the submission of the documents as mention in Claims Documentation

**26. Option to migrate**

We shall offer an option to migrate to a suitable Personal Accident Insurance Policy at the end of the specified exit age or at the renewal of the policy, provided the policy has been maintained without a break.

**27. Transfer**

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

**28. Multiple Policies**

If two or more policies are taken by an insured during a period from one or more insurers the contribution clause shall not be applicable.

**VI. CLAIMS PROCEDURE**

1. **Claims Notification:** It shall be a condition precedent for any claim to be made by the Insured under this policy or for liability attaching to the Company 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.
2. **Claims 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 the Company.

Completed Claim Form with written evidence of loss in the form of Claim Documents mentioned in the policy must be furnished at the earliest to the Company, but not later than 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 the Insured Person is able to satisfy the Company that it was not reasonably possible to do so within such time.

The Insured shall obtain and furnish to the Company 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'.

The Company or its 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 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 the Company.

**3. Claims Documentation**

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

**Death:**

- i. Duly completed Claim form
- ii. Copy of FIR / Police Report and Copy of Charge sheet
- iii. Copy of Panchnama / inquest Report
- iv. Copy of Post-mortem / Autopsy report (if conducted)
- v. Copy of Death Certificate
- vi. If hospitalized prior to death, then Discharge Card health summary and all investigation reports
- vii. Copy of ID proof of the insured and the nominee
- viii. Copy of driving license in case of RTA
- ix. Employment proof (for group policy taken by the employer to cover its employees)
  - a) Named Policy
    - Latest salary slip (i.e., for the month the deceased died) or settlement letter copy

- Attendance register for one month preceding from the date of death/accident
- b) Unnamed Policy
  - Copy of appointment and Joining order
  - Latest 3 salary slips
  - Copy of settlement letter
  - Copy of attendance register for the last one month, preceding from the date of death/accident
  - In case of other than employer and employee relationship between the Group Manager and the deceased, the document confirming such relationship is collected by us (like member of employee welfare associations, association/club, depositors, borrowers of banks, members of cooperative society's, NGO's, SHG's, Kissan Credit Card Holders, Registered farmers, members of APL and BPL segments of society)

**Permanent Total Disablement Claims:**

- i. Duly completed claim form
  - ii. Copy of FIR / General Diary (GD) or Hospital record evidencing Accident
  - iii. Copy of all medical records including discharge card.
  - iv. Copy of disability certificate issued by competent authority / medical practitioner.
  - v. Photograph of the insured with disability
  - vi. Copy of ID proof of the insured
  - vii. Copy of driving license in case of RTA
- Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh

**Claim Settlement**

- We shall settle claims, including its rejection, within thirty days of the receipt of last 'necessary' document.
- In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- There is no TPA tie-up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders.

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

**Cholamandalam MS General Insurance Company Limited**

Chola MS HELP – Health Claims Department

No. 163, Hari Nivas Towers, 2<sup>nd</sup> Floor, Thambu Chetty Street

Parry's Corner, Chennai – 600 001.

Customer Care Toll Free No: 1800-200-5544

## VII. GRIEVANCE

### **Mechanism for Grievance Redressal**

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

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

Cholamandalam MS General Insurance Company Limited  
 Customer services

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

Toll free: 1800 200 5544 SMS: "CHOLA" to 56677\* (premium SMS charges apply)

E-MAIL: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) WEBSITE: [www.cholainsurance.com](http://www.cholainsurance.com)

If the Insured have not received any reply from the Company within 3 days from the date of the lodgment of complaint or if the Insured is not satisfied with the Company's reply, Insured can also contact the nearest Insurance Ombudsman, whose addresses are mentioned below:

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



5	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, No 453(old no 312 ), Anna Salai, Teynampet, CHENNAI -600 018 (0) 044-24333678, 24333668 Fax: 044-24333664 E-mail: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361-2415430 Arunachal Pradesh, Fax: 0361-2414051 E-mail: <a href="mailto:omb_ghy@sify.com">omb_ghy@sify.com</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (0) 040-23325325, 23312122, 65504123 Fax: 040-23376599 E-mail: <a href="mailto:hyd2_insombud@sancharnet.in">hyd2_insombud@sancharnet.in</a>	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry
9	KOCHI	Office of the Insurance Ombudsman 2nd Floor, CC 27/ 2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (0) 0484-2358734, 2359338, 2358759 Fax: 0484-2359336 E-mail: <a href="mailto:ombudsmankochi@yahoo.co.in">ombudsmankochi@yahoo.co.in</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Building, 29, N. S. Road, 3rd Floor, KOLKATA -700 001. (0) 033-22134869, 22134867, 22134866 Fax: 033-22134868 E-mail : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: <a href="mailto:joblko@sancharnet.in">joblko@sancharnet.in</a>	Uttar Pradesh and Uttaranchal

12	MUMBAI	Office of the Insurance Ombudsman 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santa Cruz (W) MUMBAI - 400 054 022-26106928, 26106360 EPBX: 022-6106889, Fax: 022-26106052 Email: <a href="mailto:ombudsman@vsnl.net">ombudsman@vsnl.net</a>	Maharashtra, Goa
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### **Addendum to Policy wording**

#### **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 definitions section of the policy for all Insured benefits.