

# Micro Insurance Personal Accident

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## I. Customer Information Sheet

S No	Title	Description	Policy Clause Number
1	Product Name	Approved Brand Name	Micro Insurance Personal Accident
2	What am I covered for:	Accidental Death	II Schedule of Benefit (a)
		Permanent Total Disablement	II Schedule of Benefit (b)
		Permanent partial Disablement	II Schedule of Benefit (c)
		Education Benefit	II Schedule of Benefit (d)
3	What are the Major exclusions in the policy:	intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;	V Exclusion 1
		Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel	V Exclusion 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;	V Exclusion 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;	V Exclusion 6
		While you are participating or training for any sport as a professional	V Exclusion 14
		Refer Policy terms and conditions for detailed list of exclusions	
4	Waiting period	Initial Waiting period: 30 days for all illness (not applicable on renewal and for accidents)	Not applicable
		Pre-existing diseases: covered after 48 months	Not applicable
5	Payout basis	Reimbursement of covered expenses upto specified limits	Not applicable
		Fixed amount on the occurrence of a covered event	II Schedule of Benefits
6	Cost sharing	In case of a claim, this policy requires you to share the following costs:	
		- Expenses exceeding the following sub-limits	Not applicable
		o Room/ ICU charges beyond__	Not applicable
		o For the following specified diseases:	Not applicable
		o Deductible of Rs.XXX per claim/ per year / both	Not applicable
		o Co-payment on all claims	Not applicable
7	Renewal Conditions	Your policy is ordinarily renewed upto lifetime except on grounds such as fraud, moral hazard or misrepresentation or non-cooperation.	VI General Conditions 8

8	Cancellation	<p>This policy would be cancelled, and no claim or refund would be due to you if:</p> <ul style="list-style-type: none"> <li>- You have not correctly disclosed details about your current and past health status or</li> <li>- Have otherwise encouraged or participated in any fraudulent claims under the policy</li> </ul>	<p>Not applicable</p> <p>VI General Conditions 9</p>
9	Nomination	<p>As per the Health Insurance Regulations, all proposal forms will be provided with nomination facility to the Policyholder to receive money secured by the Policy in the event of death. In case the nominee is a minor, then the Policyholder can appoint the person to receive the money secured by the policy in the event of the Policyholder's death during the minority of the nominee.</p> <p>Policy will contain an acknowledgement of having registered the nomination. Any subsequent cancellation by the Policyholder or change in nomination will be duly acknowledged.</p>	<p>VI General Conditions 11</p>

Note: The information furnished above must be read in conjunction with the policy wordings. In case of any conflict between the Customer Information Sheet and policy wordings, the terms and conditions mentioned in the policy wordings shall prevail.

We issue this insurance policy to You and/ or Your Family based on the information provided by You in the proposal form and premium paid by You/Proposer. This insurance is subject to the following terms and conditions. This policy covers you and Your Family on Individual Sum Insured basis. The method of coverage and the Sum Insured that has been opted is indicated in the Policy Schedule. The term **You/ Your / Insured/ Insured Person** in this document refers to the all the Individuals / Individual group members who will be treated as Insured beneficiary and the term **Proposer /Policy Holder/ Group Manager / Group Organizer** in this document refers to Person/ Organisation who has signed the proposal form and in whose name the policy is issued. Also the term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

This policy is designed to offer protection 24 hours a day, anywhere in the world against Accidental Death and Disablement. This product will be sold through IRDA licensed intermediaries including Micro Insurance Agents.

This policy is applicable for individuals and groups. In case of group, policy will be issued to the group manager and individual certificate will be issued to the beneficiaries.

## II. Schedule of Benefits

Features / Plan	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8
Cover Type	Individual Cover	Individual Cover	Individual Cover	Individual Cover	Family Cover	Family Cover	Family Cover	Family Cover
Policy Tenure	One year	One year	One year	One year	One year	One year	One year	One year
Who are covered	Self	Self	Self	Self	Self, Spouse & upto 3 dependent Children	Self, Spouse & upto 3 dependent Children	Self, Spouse & upto 3 dependent Children	Self, Spouse & upto 3 dependent Children
Entry Age	5 years to 70 years							
Covers offered								
Self Sum Insured								
Death	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000
Permanent Total Disablement	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000
Permanent Partial Disablement	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000
Educational Grant	Rs.10,000	Rs.10,000	Rs.10,000	Rs.5,000	Rs.10,000	Rs.10,000	Rs.10,000	Rs.5,000
Spouse Sum Insured								
Death	N.A.	N.A.	N.A.	N.A.	Rs.20,000	Rs.15,000	Rs.10,000	Rs.5,000
Permanent Total Disablement	N.A.	N.A.	N.A.	N.A.	Rs.20,000	Rs.15,000	Rs.10,000	Rs.5,000
Permanent Partial Disablement	N.A.	N.A.	N.A.	N.A.	Rs.20,000	Rs.15,000	Rs.10,000	Rs.5,000
Educational Grant	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.10,000	Rs.5,000	Rs.5,000
Per Child (Max 3 children) Sum Insured								

Death	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.7,500	Rs.5,000	Rs.2,500
Permanent Total Disablement	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.7,500	Rs.5,000	Rs.2,500
Permanent Partial Disablement	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.7,500	Rs.5,000	Rs.2,500

### III. Coverage

If at any time during the policy period if the Insured shall sustain any bodily injury then the Company 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:

#### a) 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 the policy is live and such Injury is the sole and direct cause of death of the Insured Person.

#### b) Permanent Total Disablement

In the event of Injury, causing the Insured Person to be Permanently Totally Disabled and such disability has continued for a period of 12 consecutive months from the date of injury, then the Company will pay the Insured Person the percentage of the Sum Insured as 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 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%

#### c) Permanent Partial Disablement

In the event of Injury, causing the Insured Person Permanent Partial Disability as mentioned in the table below within 12 months of the Accidental Injury being sustained, the Company will pay the Insured Person the percentage of the Sum Insured specified for each and every form of impairment mentioned in the table below. Company's maximum liability however will not exceed 100% of the Sum Insured at any point in time

SI No	Disability	% of SI
1.	Loss of toes – all	20%
	Loss of great toe: – both phalanges	5%
	Loss of great toe: – one phalanges	2%
	Loss of Other than great toe, if more than one toe lost, each	2%
2.	Loss of hearing – both ears	60%
3.	Loss of hearing – one ear	30%
4.	Loss of speech	60%
5.	Loss of four fingers and thumb of one hand	40%
6.	Loss of four fingers	35%
7.	Loss of thumb – both phalanges	25%
	- One phalanx	10%
8.	Loss of index finger – three phalanges or two phalanges or one phalanx	10%
9.	Loss of middle finger – three phalanges or two phalanges or one phalanx	6%

10.	Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
11.	Loss of little finger – three phalanges or two phalanges or one phalanx	4%
12.	Loss of metacarpals – first or second, third, fourth or fifth	3%
13.	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 a, b, and c):**

1. If the accident impairs a number of physical functions, the degree of disablement given in the Table of Benefits will be added together, but liability in any case shall not exceed 100% of the Accidental Death Sum Insured.
2. In the event of an accident to the Aircraft in which the Insured Person is traveling as a fare paying passenger and the body of the Insured Person cannot be located within 365 days from the date of such accident, then We shall pay 100% of the Sum Insured for Death Cover towards loss of life.
3. In the event of Permanent Total Disablement or Permanent Partial Disablement, Insured Person will be under obligation:
  - a) To have himself/herself examined by doctors appointed by the Company and the Company will pay the costs involved thereof.
  - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply any information to the Company that may be required. If the obligations are not met with, the Company may be relieved of from its liability to pay.
4. The policy will remain live till 100% of the Sum Insured under any one of the coverage a or b is exhausted.
5. Compensation for any other disability arising out of accident to the insured individual/member and not specified above will be decided as assessed by the attending doctor of the Insured and validated on the advise of the Company's panel of medical practitioner

**d) Educational Grant**

The Company will pay, following an admissible claim under (a) or (b) of the policy towards death or disablement of the Insured Person or death or disablement of his/her spouse, a lump sum amount as mentioned in the schedule.

**IV. 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 means** a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Acquired Immune Deficiency Syndrome (AIDS)** means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition)
3. **Age** means completed years on 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. **Claims Team** means the Claims administration team of Chola MS General Insurance Company Limited
5. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is conditional upon.
6. **Dependents** refer to family members listed below, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income. Spouse and dependent child.
7. **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

8. **Eligible Children** means all of the Insured Person's dependent Children aged between 5 years and 23 years who are unmarried, dependant, if in full or part time education and primarily dependent upon the Proposer for financial support and maintenance.
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. **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.
11. **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 employee welfare associations, holders of credit/debit cards issued by a specific company, customers of a particular business where insurance may also be offered as an add on benefit, , borrowers of a bank/ financial companies/ co-operative societies, professional associations or societies.
12. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
13. **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
14. **Limb** means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints
15. **Loss** means the permanent and total loss of functional use or complete and permanent severance
16. **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
17. **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
18. **Partial** means less than total
19. **Permanent** means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement
20. **Policy** means this terms and conditions any annexure thereto and the schedule (as amended from time to time). Your statements in the Proposal form and the Policy wording (including endorsements if any).
21. **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.
22. **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.
23. **Proposal Form:** The form in which the details of the insured person are obtained for a coverage under Personal Accident Insurance. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of insurance contract.
24. **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 as continuous.
25. **Schedule of Benefits** means the table of benefits, with the limit of Sum Insured under each benefit, that will be paid by the Company as per the plan opted by the Insured.
26. **Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
27. **Sum Insured** means the amount shown in the Policy Schedule against each benefit, which shall be our maximum liability for each Insured Person for any one and all benefits claimed during the Policy Period

28. **Totally disabled (permanent or partial)** means due to Injury, if the Insured Person is unable to engage in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by education, training or experience. If at the time of the loss the Insured Person is unemployed, totally disabled shall mean inability to perform all of the usual and customary duties and activities of a person of like age and sex.

## V. 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 not covered
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 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 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;
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 the accident/Incidence happens post policy inception is only covered. Event/incidence happen before the policy period would not be covered. Event should fall under the policy duration.
14. While you are participating or training for any sport as a professional

## VI. 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. 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



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. **Change of Nominee:** No change of nominee under this policy shall bind us, unless the change is formally endorsed thereon by our authorized officer.
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
7. **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.
8. **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 or 100% of PTD SI
  - d) The date of cancellation of this Policy by either Policyholder or Insurer in accordance with the terms and conditions of the policy
9. **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, subject to written application and our acceptance
  - e. The Company reserve 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. If the insured was covered under a group policy with us and the cover is terminated due to the insured ceasing to be a member of the group then the insured can take a fresh Individual / Family policy without any break in policy period or with break not exceeding 30 days grace period of such termination of cover to avail the continuity benefit which would accrue as if the Insured was covered by the original policy
  - h. This product may be withdrawn from the market by informing the Authority giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 30 days prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
  - i. 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

**10. 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, the insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.

The insured person may also cancel the policy at any time in which event, he/she shall be entitled to premium at Short Period Scale for the unexpired 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

**11. 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

**12. Free Look Period**

The Insured 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.

**13. Option to migrate to suitable Personal Accident insurance policy:**

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

**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 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 or Permanent Partial Disablement.

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

**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. Subrogation**

The Policyholder:

- I. shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon the Insurer paying for any claim under this Policy, whether before or after indemnification;
- II. shall not do or cause to be done anything that may cause any prejudice to the Insurer's right of subrogation;
- III. Agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the Insurer for the claim and the costs of recovery.

This clause is not applicable for benefit sections of the policy.

**20. 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.

**21. 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.

**22. Territorial Limits**

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

### **23. 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 (a) or (b)

24. **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.

25. **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 the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

26. **Legal Actions:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof to loss has been furnished in accordance with the requirements of this policy. If no proof of loss has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy. It does not preclude legal recourse as per applicable laws.

### **27. 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.

### **28. 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.

## **VII. 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 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. The Insured shall be bound to provide all such additional documents, information and assistance as may be required by the Company.

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.

It is essential and imperative that any loss or claim under the policy has to be intimated to the Company strictly as per the policy conditions to enable the Company to appoint investigator for loss assessment. This will enable the Company to render prompt service by way of quick and fair settlement of the claim, which is the primary motto of the Company. Any genuine delay, beyond the control of the Insured will definitely not be a sole cause for rejection of the claim. However any undue delay which could have otherwise been avoided by the Insured at his/her 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.

### 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 Postmortem / 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

#### Permanent Total / Partial 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
  - Upon acceptance of the offer of claim settlement by the Insured, the claim amount will be settled by the Company within 7 days from the date of acceptance of the offer by the Insured. In case of delay in the payment, the Company shall be liable to pay interest at the rates stipulated by IRDA from time to time.
  - There is no TPA tie-up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders

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

#### **Cholamandalam MS General Insurance Company Limited**

Chola MS HELP – Health Claims Department

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

Parry's Corner, Chennai - 600001

Customer Care Toll Free No: 1800-200-5544

## VIII. 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@airtelbroad-band.in">bimalokpalbhopal@airtelbroad-band.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:iobdelraj@rediffmail.com">iobdelraj@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	Uttar Pradesh and Uttaranchal

		E-mail: <a href="mailto:joblko@sancharnet.in">joblko@sancharnet.in</a>	
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