Cholamandalam MS General Insurance Company Limited
Registered Office: 2nd Floor, "Dare House" No.2, NSC Bose Road, Chennai - 600 001. Toll Free: 1800 208 5544 | Ph: 044 4044 5400 |
Fax: 044 4044 5500 | PAN AABCC6633K | CIN: U66030TN2001PLC047977 | IRDAI Regn. No.123 | REACH US THROUGH WHATSAPP 7305234433

Chola MS
GENERAL INSURANCE

Customer Information Sheet

Sl. No.	Title	Description (Please refer to applicable Policy Clause number in next column)	Policy / Clause Number
		This document provides only key information about your policy. Please refer to the policy document for detail terms and conditions.	
1.	Name of Insurance Product	**Motor Trade - Internal Risk Only Liability Policy**	
2.	Unique Identification Number (UIN) allotted by IRDAI	**IRDAN123RP0020V01200203**	
3.	Structure	**Liability to Third Parties (TP)** : Indemnity basis, so far as it is necessary to meet the requirements of the Motor Vehicles Act, 1988 as amended from time to time.	i)liability to third parties
4.	Interest Insured	This policy covers the insured vehicle mentioned in the policy schedule bearing the following details against Third party liability arising out of accident involving the insured vehicle:-	As per policy Schedule cum certificate of Insurance

Regn. No.	Make	Model	Variant	Year of manufacturing

		As per Motor Vehicle Act 1988, it is compulsory for vehicle owners to purchase atleast Third party liability insurance cover before operating their vehicles on Road.	
5.	Motor Insured Declared Value Scope	**Limit of liability for TP property damage and personal injuries:** 1. For damages to property of the third party – Upto Rs.7.5 lacs 2. For Personal injuries of Third party Death / bodily injury –Section *147 (1) In order to comply with the requirements of this Chapter, a policy of insurance must be a policy which -* *(a) Is issued by a person who is an authorised insurer, and* *(b) Insures the person or classes of persons specified in the policy to the extent specified in subsection (2)---* *(i) Against any liability which may be incurred by him in respect of the death of or bodily injury to any person including owner of the goods or his authorised representative carried in the motor vehicle or damage to any property of a third party caused by or arising out of the use of the motor vehicle in a public place;* *(ii) Against the death of or bodily injury to any passenger of a transport vehicle, except gratuitous passengers of a goods vehicle, caused by or arising out of the use of the motor vehicle in a public place.*	i)liability to third parties
6.	Policy Coverage		i)liability to third parties Policy schedule for policy period

Coverage	Policy period
1) Liability to Third parties: We will indemnify you for accident caused by or arising out of the use of the vehicle insured against all sums which you will become legally liable for:- (i) death of or bodily injury to any person including occupants carried in the vehicle. (ii) damage to property other than property belonging to you or held in trust or in the custody or control of you. **2)** The Company will also pay all costs and expenses incurred with its written consent.	**One year**

7.	Add-on Covers	Add-on covers are not applicable for Motor Trade - Internal Risk Only Liability Policy'.	
8.	Loss Participation	Not applicable as this is liability only policy.	

9.	Exclusions	**GENERAL EXCEPTIONS**
		1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
		  (a) being used otherwise than in accordance with the „Limitations as to Use"
		  or
		  (b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
		2. The Company shall not be liable in respect of any claim arising out of any contractual liability.
		3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
			General Exceptions

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		4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises. 5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.	
10.	Special conditions and warranties if any	**Warranty:-** 1. It is hereby warranted the coverage under this Policy commences only from the Risk Start time and Date as mentioned in the Policy schedule. No Liability shall attach under this Policy in respect of any Accident/Loss prior to the time and date of commencement of Period of Insurance. 2. If this policy is preceded by break-in insurance, it is expressly agreed and understood that there will be no liability for any loss or damage that has occurred prior to the date of commencement mentioned in the schedule. **Special conditions**: 1. The insured shall take all reasonable steps to maintain the insured vehicle in efficient condition and the company shall have at all times free and full access to examine the insured vehicle or any part thereof or any driver or employee of the insured. 2. The company can cancel the Motor Third Party Liability only in case of double insurance or Total Loss of the insured vehicle. i) In the event of cancellation due to double insurance, the refund of premium will be as follows:-	Policy Schedule Conditions

1.	If double insurance (both policies) is with Chola MS	100% refund in the policy commencing later (Risk start date (RSD) is later)
2.	If double insurance where one policy is with Chola MS	• 100% refund under Chola MS policy if policy is commencing later (RSD is later) • If Chola MS policy is commencing earlier (RSD is earlier) and is requested to be cancelled, premium will be refunded proportionately for the unexpired policy period

   ii) In the event of Total Loss of the insured vehicle, the insured can cancel the Statutory Third Party Liability insurance policy after requiring the insured to either cancel the road registration of the wreck and submit documentary evidence in original thereof or alternatively evidence in original a statutory Motor Third Party Liability insurance policy covering the wreck effective the date of damage.

3. Multiple policies involving Bank or other lending or financing entity
   If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the insured vehicle, the insurer will not apply Contribution clause.

4. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

5. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

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		Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:- a) Death Certificate in respect of the insured b) Proof of title to the vehicle c) Original Policy	
11.	Admissibility of Claim	**1. Admissibility of Claim:-** A claim under the Motor Insurance policy becomes admissible if ✓ The third party liability arises due to accidental collision of the insured vehicle ✓ The policy of insurance is in force at the time of accident ✓ The insured vehicle is driven in within the specified geographical limits ✓ The driver at the time of accident is not under the influence of drugs/alcohol and holds a valid driving license. ✓ Complying all other requirements in accordance with the Motor Vehicle Act 1988 and as amended in 2019 ✓ There shall be no breach of policy terms and conditions. **2. Denial of claims:** We have mentioned below few instances in consequence of which a claim may be denied under the policy. a) If Fraudulent means are adopted for settlement of claim. b) If the vehicle insured is used for Commercial purpose c) If the insured /driver / user does not hold an effective driving license at the time of the accident and is disqualified from holding or obtaining such a license. d) If the driver is under the influence of drugs / alcohol.	
12.	Policy Servicing - Claim Intimation and Processing	**Policy Servicing:** For queries related to policy / claim servicing, please contact us at our Toll free number 1800 208 5544 or write to us at customercare@cholams.murugappa.com. **Claim Intimation** can be given by 1. insured : - ✓ in writing by post to the below mentioned address or **Cholamandalam MS General Insurance Company Limited, Hari Nivas Towers, Thambu Chetty Street, Chennai – 600 001.** ✓ by mail to customer.services@cholams.murugappa.com or ✓ by clicking web link @ customerportal.cholainsurace.com or ✓ contact our toll free number @1800 208 5544 **Claim can be also be intimated to us by** 2. DAR (Detailed Accident report) by Police Authorities 3. MACT Court / Labour Court by Notice by Claimant – The person who can file a claim for hospitalization expenses, in case of accidental injury, permanent total or partial disability and loss of income ie., if the person is unable to earn due to bodily injury. **A. List of claim Documents to be submitted : -** 1. Claim Form 2. Driving license 3. Fitness 4. FIR, Police Panchanama, Police charge sheet 5. Post Mortem Report 6. MLC/AR (Medico Legal certificate / Accident Register) 7. MVI (Motor Vehicle Inspection Report) 8. Repair / replacement bill 9. Permit/Route Permit 10. Any other documents directly related to claim settlement 11. Accident details including the names of the injured person **Documentation to be submitted by claimant:-** The claimant should gather and document evidence to support the claim - like photographs, Police reports, medical records, Employment/income proof of injured/deceased third party, Age proof of victim/claimant or any other relevant information that substantiates the damages or injuries suffered. In case of property damage one will need original bills, estimate and final repair bills and surveyor's report wherever applicable to estimate the loss.	

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		Claim Processing: **B. Investigation and Evaluation:** We will investigate the claim to assess its validity and the extent of the damages. We may also conduct interviews with the claimant, witnesses, or involved parties. Based on the investigation, we will evaluate the claim and determine the appropriate compensation amount. **Settlement or Adjudication**: Once the evaluation is complete, we may offer a settlement to the claimant before Tribunal. If both parties agree before the Tribunal on the settlement amount, the claim is resolved amicably. In case where an amicable settlement could not be arrived at, the claim may proceed before Tribunal / Court which will be decided on merits of the case.	
		TAT (Turnaround time for settlement of claim): We will pay the claim within maximum period of 30 days from the date of receipt of Award. For any escalations please contact our **Toll Free: 1800 208 5544** **E-mail Id: customercare@cholams.murugappa.com**	
13.	Grievance Redressal and Policyholders Protection	If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows: **1. Our Grievance Redressal Officer** You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address or call our Toll Free @1800 208 5544: Courier/Post : Manager, Customer Care Cholamandalam MS General Insurance Company Limited, Hari Nivas Towers First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai - 600 001. E-Mail: customercare@cholams.murugappa.com You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer at GRO@cholams.murugappa.com. For details of grievance officer, kindly refer the link www.cholainsurance.com. **2. Consumer Affairs Department of IRDAI** a. In case if the grievance is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at igms.irda.gov.in. b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032. c. You can also visit the portal https://www.policyholder.gov.in for more details. **3. Insurance Ombudsman** If You are still not satisfied with the redressal of grievance through above methods, You may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Details of the offices of the Insurance Ombudsman are available at IRDAI website www.irdai.gov.in or General Insurance Council website https://www.cioins.co.in/ombudsman or on company website www.cholainsurance.com. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://policyholder.gov.in/igms-complaint-logging.	
14.	Obligations of prospective Policyholder / Customer	☐ Insured to disclose all material information (such as Details about the Vehicle - Registration No., Make, Model, Variant, Year of manufacturing, Engine No., Chassis No., place of registration, Financier and nominee details, add-on covers required) at time of filling the proposal form. ☐ In case of any change / modification / addition to the already declared information the same should be brought to the notice of the insurer immediately ☐ Non-disclosure of material information may affect the claim settlement. ☐ This policy has been issued upon declaration by the Insured that a valid Pollution under Control (PUC) Certificate is held on the date of commencement of the Policy. The insured undertakes to renew and maintain a valid and effective PUC and/or fitness Certificate, as applicable, during the subsistence of the Policy	

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Declaration by the Policyholder;

I have read the above and confirm having noted the details.
Place:
Date: (Signature of the Policyholder)

Note:

i.   Insurer shall provide web-link where the product related documents including the Customer Information sheet are available on the website of the insurer.

ii.   In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.

iii.   **Insurer to take confirmation of the Policyholder regarding receiving of the Customer Information Sheet.**

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