

# PRESENTING THE CHOLA ACCIDENT PROTECTION PLAN, WHICH OFFERS THE HIGHEST COMPENSATION VALUE.



INTRODUCING

**CHOLA ACCIDENT PROTECTION**



# POLICY WORDINGS

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# **POLICY WORDINGS**

# Chola Accident Protection

UIN: CHOPAIP21418V022021

## POLICY WORDINGS

### 1. PREAMBLE

We issue this insurance policy to You and/or Your Family based on the information provided by You in the proposal form and premium paid by You. This insurance is subject to the following terms and conditions. The coverage and the Sum Insured that has been opted for is indicated in the Policy Certificate. The term You/ Your / Insured Person /Insured/ Policyholder/ Proposer in this document refers to You and all the Insured persons covered under this policy. The term Insurer/ Us/ Our/ Company in this document refers to Cholamandalam MS General Insurance Company Limited.

### 2. COVERAGES

If at any time during the policy period if the Insured shall sustain any bodily injury then We shall pay the Insured or his/her legal nominee or heir(s), the percentage of Sum Insured stated in the Schedule at the rates mentioned below if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or disability described in benefits Schedule:

#### 2.1 Accidental Death

The Sum Insured as stated in the Schedule will be paid if the death of the Insured Person occurs within a period of twelve months from the date of Injury, and such Injury be the sole and direct cause of death of the Insured Person.

#### 2.2 Permanent Total Disablement

In the event of Injury, causing the Insured Person Permanent Total Disability and if such disability has continued for a period of 12 consecutive months, We will pay the Insured Person the percentage of the Sum Insured shown in the table below:

Disability	% of SI
Loss of sight of both the eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot or hand	100%
Complete loss of hearing of both ears and complete loss of speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye	100%

The maximum liability would not be more than 100% of the Sum Insured.

## 2.3 Permanent Partial Disablement

In the event of Injury, causing the Insured Person Permanent Partial Disability as mentioned in the table below within 12 months of the Accidental Injury being sustained, We will pay the Insured Person the percentage of the Sum Insured specified for each and every form of impairment mentioned in the table below. Our maximum liability however should not be more than 100% of the Sum Insured.

S No	Disability	Up to % 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%
	Loss of thumb – one phalanx	10%
8	Loss of index finger – three phalanges or two phalanges or one phalanx	10%
9	Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
10	Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
11	Loss of little finger – three phalanges or two phalanges or one phalanx	4%
12	Loss of metacarpals – first or second, third, fourth or fifth	3%
13	Sense of smell	10%
14	Sense of taste	5%
15	Sight of one eye	50%
16	One hand	50%
17	One foot	50%

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

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 Us and We will pay the costs involved thereof.
  - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply us any information that may be required. If the obligations are not met with, We may be relieved of our liability to pay.
4. The policy will remain live till 100% of the Sum Insured under any one of the Coverage 2.1 or 2.2 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.

#### **2.4 Repatriation of mortal remains**

In addition to the Accidental Death Sum Insured, upto 3% of the accidental death sum insured or a lumpsum of Rs.6000 whichever is lower, towards the cost of transporting the mortal remains from the place of death to the hospital and / or residence and/or cremation and/or burial ground.

#### **2.5 Cost of Cremation Ceremony**

In addition to the Accidental Death Sum Insured, the actual cost or a lump sum of Rs.5000 whichever is lower, towards the cost of performing religious ceremonies incurred upto the time of cremation and costs incurred for post cremation ceremony.

#### **2.6 Ambulance Charges**

A maximum amount of Rs.1000 will be paid for Ambulance hiring charges following an accident, subject to submission of bill.

#### **2.7 Accident Weekly Benefit**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of Accidental Injury, The Company will pay a weekly benefit amount during a period of continuous Temporary Total Disability of an Insured Person, as certified by a Medical Practitioner, provided that:

1. Such Injury shall be the sole and direct cause of Temporary Total Disablement, and so long as the Insured Person shall be totally disabled from engaging in any

employment or occupation of any description whatsoever.

2. 1% of the Principal Sum subject to maximum of Rs.10,000.00 per week for a period not exceeding 100 weeks from the date of the accident/bodily injury. If the Insured is Totally Disabled for a portion of a week, one seventh (1/7) of the [Weekly Benefit] shall be payable for each day he is Totally Disabled.

#### **Exclusions (specific to this coverage)**

In addition to the exclusions listed under 3 of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) loss caused directly wholly or partly by:
  - a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b. medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) pregnancy and resulting childbirth, miscarriage or diseases of the female organs of reproduction.

#### **2.8 Broken Bones**

In the event of an Accident during the Policy Period resulting in Fracture of your bones(as certified by a Medical Practitioner), We will pay the percentage of the Sum Insured specified for each and every form of Fracture of bones as mentioned in the table below:

<b>S.No.</b>	<b>Type of Fractures</b>	<b>Upto % of SI</b>
1	Injury to Vertebral Body resulting in spinal cord damage	100%
2	Pelvis	100%
3	Skull (excluding nose and teeth)	30%
4	Chest (all ribs and breast bone)	50%
5	Shoulder (collar bone and shoulder blade)	30%
6	Arm	25%
7	Leg	25%
8	Vertebra – vertebral Arch (excluding coccyx)	30%
9	Wrist (colles or similar fractures)	10%
10	Ankle (potts or similar fracture)	10%
11	Coccyx	5%
12	Hand and fingers	3%
13	Foot and Toes	3%



S.No.	Type of Fractures	Upto % of SI
14	Nasal Bone	3%

### Definitions specific to this Benefit

In addition to the exclusions listed under 4 of the policy, this form shall not cover and no payment shall be made with respect to:

A. For the purpose of this cover:

- I. Pelvis means all pelvic bones, which shall be treated as one bone. The sacrum is part of the vertebral column.
- II. Skull means all skull and facial bones, (excluding nasal bones and teeth) which shall be treated as one bone.
- III. Arm excludes wrist, hand fingers and colles or similar fractures.
- IV. Leg excludes ankle, foot, toes and potts or similar fractures.
- V. Osteoporosis means thinning of the bone out of proportion to age.
- B. If an Accident involves broken bones/fractures and also results in claim under any of the Coverage 2.1 or 2.2 or 2.3, then the claim payable shall not exceed the maximum amount under any one benefit. In the event if any payments are made under this benefit prior to claim under above said Coverage, the same shall be set-off/adjusted/ recovered against benefits payable under Coverage 2.1 or 2.2 or 2.3. Similarly, when more than one bone is Fractured in the same Accident, the benefits payable shall not exceed 100% of the Sum Insured under this benefit as mentioned in the Schedule of benefit.

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

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

## 2.9 Modification of Residential Accommodation and Vehicle

In the event of Injury, We will reimburse upto the Sum Insured for covered expenses reasonably incurred to modify the Insured Person's residential accommodation or own vehicle on account of the Insured having suffered Permanent Total Disability subject to the condition that these alterations are necessary as per the advice of treating/ attending Medical Practitioner. Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy becoming admissible.

## **2.10 Family Transportation Benefit**

In the event of accident, during the policy period if there is a valid claim under the coverage 2.1 or 2.2 and the Insured is more than 250 km away from his residence, the company will refund the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the Insured's location and back upto the sum insured as mentioned on the policy schedule.

## **2.11 Fee for private tuition**

In the event of accidental injury, an insured being a school / college student, is not able to attend school/college the Company will pay compensation per day as per the policy schedule towards fee for private tuition.

### **Additional Provisions**

1. The condition should be advised by Medical Practitioner
2. Compensation for first three days is not payable.

## **2.12 Accidental Hospital Daily Cash (Optional cover on payment of additional premium)**

In the event of accidental injury, an insured is hospitalized in the hospital; the Company will pay Daily Hospital Cash Allowance per day as per the amount mentioned in the schedule

1. The Company will pay for the Accidental Hospital Daily Cash benefit for each continuous and completed period for 24 hours of hospitalization in India for a limited period per person/family and per policy period. The limits under this section as mentioned in the schedule of benefits.
2. The benefit is subject to the hospitalization related to accidental injury for which there is a valid claim admitted under the policy for Death or Permanent Total Disablement or Permanent Partial Disablement or Weekly Indemnity or Broken Bones.
3. If opted for family, the benefit amount for the proposer floats for himself and dependents mentioned in the policy schedule.

## **2.13 Cumulative Bonus**

The basic sum insured for Accidental Death, Permanent Total Disability and Permanent Partial Disability will be increased by 5% on renewals upto a maximum of 3 years period, provided there is no claim under the policy. In case of claim, the cumulative bonus for the subsequent year shall become NIL.

## **3. DEFINITIONS**

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

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 Your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period.
4. **Alternative treatments** are forms of treatments other than treatment “Allopathy” or “modern medicine” and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
5. **Break in Policy** means the period of gap that occurs at the end of the existing policy term/installment premium due date, when the premium due for renewal on a given policy or installment premium due is not paid on or before the premium renewal date or grace period.
6. **Claims Team** means the Claims administration team within Chola MS General Insurance Company Limited.
7. **Condition Precedent** means a policy term or condition upon which Insurer’s liability under the policy is conditional upon.
8. **Deductible** means a cost sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the Insurer. A deductible does not reduce the Sum Insured.
9. **Dependents / Family** refer to spouse and dependent children, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income.
10. **Disclosure To Information Norm:** The Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
11. **Eligible Children** means the Insured Person’s dependent Children (not more than 2 children) aged between six (6) months and eighteen (18) years and up to twenty five (25) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him.
12. **Emergency Care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person’s health.

13. **Endorsement** Endorsement means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing.
14. **Excluded hospital** means any hospital which is excluded from the hospital list of the company, due to fraud or moral hazard or misrepresentation indulged by the hospital.
15. **Fracture** means a break in the continuity of a bone.
16. **Grace Period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.
17. **Hospital** means any institution established for in-patient care and day care treatment of disease 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:
- a. has qualified nursing staff under its employment round the clock;
  - b. has at least ten in-patient beds in towns having a population of less than ten lakhs and at least fifteen in-patient beds in all other places;
  - c. has qualified Medical Practitioner(s) in charge round the clock;
  - d. has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e. maintains daily records of patients and makes these accessible to the insurance Company's authorized personnel.
18. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule.
19. **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.
20. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
21. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of illness or accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

22. **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The registered Practitioner should not be the insured or close family members of the insured.
23. **Medically Necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- a. is required for the medical management of the illness or injury suffered by Insured;
  - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - c. must have been prescribed by a Medical Practitioner;
  - d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
24. **Newborn Baby** means baby born during the policy period and is aged upto 90 days.
25. **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
26. **Limb** means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints.
27. **Loss** wherever used herein means the permanent and total loss of functional use or complete and permanent severance.
28. **Partial** means less than total.
29. **Permanent** means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.
30. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.
31. **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 (5.13) below.
32. **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.
33. **Pre-existing Disease(PED):** Pre-existing disease means any condition, ailment, injury or disease:

- a. That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the Insurer or its reinstatement, or
  - b. For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement.
34. **Proposal Form** The form in which the details of the insured person are obtained for a Health Insurance Policy. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of issuance of the policy.
35. **Proposer** means the person who has signed in the proposal form and named in the Schedule. He may or may not be insured under the policy.
36. **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
37. **Sum Insured** means the amount shown in the policy schedule which shall be our maximum liability for each Insured Person for any and all benefits claimed for during the policy period.
38. **Totally disabled (permanent or partial)** means that you are unable, due to Injury, to engage in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience. If at the time of the loss you are unemployed, totally disabled shall mean inability to perform all of the usual and customary duties and activities of a person of like age and sex.

#### 4. Exclusions

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

- 1. Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
- 2. Injury or Disease directly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- 3. Injury or Disease directly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
- 4. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality, terrorism;
- 5. The Insured Person's participation in naval, military or air force operations whether

in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;

6. Loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. Any loss of which a contributing cause was the Insured's actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
8. Any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. Any loss sustained while the Insured is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
10. Any loss resulting directly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
11. Loss caused directly, wholly or partly by:
  - a) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b) Medical or surgical treatment except as may be necessary solely as a result of Injury;

## **5. GENERAL CONDITIONS**

### **5.1 Observance of Terms and Conditions**

It is a condition precedent to our liability that the insured person shall comply in all respects with the terms and conditions of this Policy in so far as they require anything to be done or complied with by You or Your dependent.

### **5.2 Change of Address / Contact details**

It is in the Insured person's interest to intimate us if there is any change in residential address and phone numbers.

### **5.3 Due care**

The Insured Person / persons shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this Policy and, in the event of a claim arising, to minimise its financial consequences.

### **5.4 Consideration**

This policy is issued subject to payment of premium in advance. No payment shall

be valid unless made under our official receipt. The cover shall not be valid prior to the date and time of receipt of premium.

**5.5 Change of Nominee**

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

**5.6 Change of occupation**

Any change in the professional activity/ occupation as stated in the proposal, must be informed to us by you immediately. Such change will be scrutinized by us by verifying relevant documents before approval of the change. Our approval shall be signified by endorsement upon the policy and in the event of rejection. We will cancel the coverage and shall return the premium on pro-rata for the remaining period. We also reserve the right to repudiate the claim in the event of change in the nature of professional activities / occupation.

**5.7 Claim Procedure**

**5.7.1 Claims Notification**

It shall be a condition precedent for any claim to be made by you under this policy or for liability attaching to us hereunder that written notice of claim must be given to any loss, or as soon thereafter as reasonably possible, and in any event not later than 30 days of such occurrence or commencement.

**5.7.2 Claims Procedure**

Besides such immediate notice of occurrence or commencement of loss you shall also furnish further particulars as may be required in the Claim Form provided by us.

Completed Claim Form with written evidence of loss must be furnished to us within thirty (30) days after the date of such loss. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if you are able to satisfy us that it was not reasonably possible to do so within such time.

You shall obtain and furnish to us all copy of bills, receipts and any other documentation upon which a claim is based. You shall be bound to provide all such additional documents, information and assistance as may be required by Us.

We or our authorized representatives, shall be entitled to make such Enquiry or verification with any person or persons, establishment, institution, hospital, authority, agency as it deems necessary and You or anyone claiming under this Policy shall co-operate, facilitate and assist in such manner as may be necessary for such enquiry or verification by us.

It is essential and imperative that any loss or claim under the policy has to be intimated to us strictly as per the policy conditions to enable us to appoint investigator for loss assessment. This will enable us to render prompt service



by way of quick and fair settlement of your claim, which is our primary motto. Any genuine delay, beyond your control will definitely not be a sole cause for rejection of your claim. However any undue delay which could have otherwise been avoided at your end and especially if the delay has hindered conducting investigation on time to make proper assessment, to mitigate further loss, may not only delay the claim settlement but also may result in claim getting rejected on merits.

#### **5.7.3 Claims Documentation**

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

##### **Death:**

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

##### **Permanent Total / Partial Disablement Claims:**

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

##### **Weekly Benefit**

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

##### **Residential Accommodation or Vehicle Modification Benefit**

All documents for Permanent total disability along with bills and receipts for expenses incurred for modification of vehicle accommodation.

##### **Broken Bones**

Documents as per the Weekly Benefit except confirmation of the doctor regarding disablement

- I. Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh.

#### **5.7.4 Claim Settlement( Provision for penal interest)**

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

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

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

**Cholamandalam MS General Insurance Company Limited**

**Chola MS HELP – Health Claims Department**

New No.2, Old No. 234, Parry House, 3rd Floor,

N. S. C. Bose Road, Chennai - 600001.

Customer Care Toll Free No: 1800-208-9100

E-Mail: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

#### **5.8 Limitation of Liability**

In the event of accidental Injury resulting in the death or disablement of the Insured Person, the total benefit payable will be limited to amount stated in the schedule and any interim payments made before death will be off-set/adjusted from the amount due. Our maximum liability under all Benefit however will not be more than 100% of the Sum Insured opted.

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

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

#### 5.9 **Indemnities**

All other indemnities of this policy are payable to the Insured Person. Indemnity, if any, in case of loss of life of the Insured Person is payable to the nominee named in the Policy. All payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of the payment.

#### 5.10 **Transfer**

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

#### 5.11 **Free Look Period**

You shall be allowed a period of 30 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 30 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 medical tests, stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

#### 5.12 **Renewal of Policy**

- a. We agree to renew your policy except on grounds of moral hazard, misrepresentation, fraud or non-cooperation by the Insured.
- b. This policy can be renewed for a period of 12 months subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy. We condone the delay and renew the policy with continuity benefits.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy.
- d. Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If you decide to increase the sum insured at the time of renewal, subject to our acceptance.
- e. The Company reserves its rights to revise the premium from time to time subject to approval of the Product Management Committee of the Company.
- 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 after approval from the Product Management Committee of the Company, giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 3 months prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company.
- h. Any revision or modification in a policy subject to the approval from the Product Management Committee of the Company shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.

### 5.13 **Cancellation of cover**

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the Insured by giving 15 days written notice delivered to, or mailed to the Insured Person's last address as shown in the records. The policy shall be void in case of misrepresentation, fraud or non-disclosure of material facts and all premium paid hereon shall be forfeited to the Company and no claim shall be payable under the policy. Upon cancellation of the policy by us on account of non cooperation, the Insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

The insured person may also cancel the policy at any time in which event, the company shall be entitled to retain premium at Short Period Scale for the expired portion on the date of cancellation. Any excess premium available with us after adjustment at Short Period Scale as provided herein below shall be refunded to the Insured except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

Period on Risk	Rate of Premium to be retained
Up to 1 month	0%
Exceeding 1 month up to 3 months	50% of annual premium
Exceeding 3 months up to 6 months	75% of annual premium
Exceeding 6 months up to 8 months	85% of annual premium
Exceeding 8 months	100% of annual premium

### 5.14 **Nomination**

The Insured person is entitled at the inception of the policy and at the time of renewal to nominate the person/ persons to whom the money secured by the Policy shall be paid in the event of his death as per the provisions of S.39 of the Insurance Act, 1938. In

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

The details of nomination provided by the Insured will be acknowledged by the Company in the Policy issued by the Company. The Policyholder is entitled to cancel or withdraw the nomination at any time and the Company upon request shall make the necessary endorsement in the Policy.

#### **5.15 Notification**

- i. 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 respectively specified in the Schedule.
- ii. Any and all notices and declarations for the attention of any or all of the insured Persons shall be in writing and shall be sent to the Policyholder's address as specified in the Schedule.

#### **5.16 Fraud**

If You and or Your dependent shall:

- a. Make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or
- b. Permit another to use his ID Card or use another's ID Card
- c. Do/ omit to act in manner abetting fraud against Us,

This Policy shall be null and void ab initio in relation to that Insured Person. All claims or payments due shall be forfeited and all payments made by us shall be repaid in full by the policyholder/s who shall be jointly and severally liable for the same.

#### **5.17 Governing Law**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are descriptive only and do not form part of this Policy for the purpose of its construction or interpretation.

#### **5.18 Entire Contract**

The Policy constitutes the complete contract of insurance. Only the Insurer may alter the terms and conditions of this Policy. Any alteration that may be made by the Insurer shall be evidenced by a duly signed and sealed endorsement on the Policy.

#### **5.19 Disclosure to information norm**

This Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact by the insured person(s).

## **5.20 Territorial Limits**

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

## **5.21 Delay in intimation of claim**

It is essential and imperative that any loss or claim under the policy has to be intimated to us strictly as per the policy conditions to enable us to appoint investigator for loss assessment. This will enable us to render prompt service by way of quick and fair settlement of claim, which is our primary motto. Any genuine delay, beyond Your control will definitely not be a sole cause for rejection of the claim. However any undue delay which could have otherwise been avoided at Your end and especially if the delay has hindered conducting investigation on time to make proper assessment, to mitigate further loss, if any may not only delay the claim settlement but also may result in claim getting rejected on merits.

## **5.22 Disclaimer**

It is also hereby further expressly agreed and declared that if we shall disclaim liability to You for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **5.23 Validity of Policy**

Subject to provision relating to cancellation, the coverage under this policy will terminate on the earliest of the following occurrence.

- a) the expiry date of the policy
- b) In case of death of the Insured Person
- c) Any claim paid upto the Accidental Death Sum Insured
- d) The date of cancellation of this Policy by either Policyholder or Insurer in accordance with the terms and conditions of the policy.

## **5.24 Automatic Termination**

The cover for the Insured Person shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage 2.1 or 2.2.

## **5.25 Claims in respect of Multiple Policies:**

On occurrence of the insured event, the Insured Person or his Nominee can claim from all Insurers under all policies.

## **5.26 Assignment**

The policy can be assigned subject to applicable laws.

## 5.27 Moratorium Period

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no policy and claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever the sum insured is enhanced, completion of sixty continuous months would be applicable from the date of enhancement of sums insured only on the enhanced limits.

## 6. GRIEVANCES

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

Website : [www.cholainsurance.com](http://www.cholainsurance.com)

Toll free : 1800 208 9100

E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Courier : Manager, Customer Care, Chola MS General Insurance Company Limited  
Hari Nivas Towers First Floor, #163, Thambu Chetty Street,  
Parry's Corner, Chennai -600001

### Procedure of Grievance Redressal

- Please write to [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) to register your complaint.
- In Case of Senior Citizen please write to [seniorcitizensupport@cholams.murugappa.com](mailto:seniorcitizensupport@cholams.murugappa.com) or call our Toll free @ 1800 208 9100 ( for Health products )
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turn around time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

### Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer – [Nodalescalation@cholams.murugappa.com](mailto:Nodalescalation@cholams.murugappa.com) (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com) (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/> Ombudsman to get details on Insurance Ombudsman Offices.

Office Details	Jurisdiction of Office
<p>AHMEDABAD - Shri Kuldip Singh, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in</p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu</p>
<p>BENGALURU – Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048   26652049 Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka</p>
<p>BHOPAL- Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh, Chhattisgarh</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa</p>
<p>CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>



Office Details	Jurisdiction of Office
<b>CHENNAI -</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI -600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: ,bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).
<b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>GUWAHATI-</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD-</b> 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. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
<b>JAIPUR -</b> Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan

Office Details	Jurisdiction of Office
<b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>KOLKATA- Shri P.K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R.Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
<b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI -</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/29 /30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

Office Details	Jurisdiction of Office
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252   2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA- Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand</p>
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune- 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>





**Cholamandalam MS General Insurance Company Limited**

(A Joint Venture between Murugappa Group & Mitsui Sumitomo Insurance Company Ltd., Japan)

Regd. Office: Dare House, 2, N.S.C Bose Road, Chennai - 600 001. India.

T: +91-44-4044 5400 | F: +91-44-4044 5550 | E: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

## Reach us at:

✉ [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) | CholaMSInsurance | @cholams | 7305234433 (CholaMS)

chola\_ms | [cholainsurance.com](http://cholainsurance.com) | 1800-208-9100 (Toll Free) | virtual assistant JOSHU

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**CHOLA ACCIDENT PROTECTION**

\*SMS charges as applicable

For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale. Terms and Conditions apply.

**Prohibition of rebates 41.** (1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.

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