

We issue this insurance Policy to the Proposer based on the information provided by the Proposer in the proposal form and premium paid by the Proposer. This insurance is subject to the following terms and conditions. The 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 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/Organization 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 will be issued as a Group Policy to the Policy holder and individual certificate may be issued to the beneficiaries.

1. DEFINITIONS

The terms defined below and at other junctures in the Policy Wording have the meanings ascribed to them wherever they appear in the Policy and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

- **1.Accident / Accidental mean** a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. 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 or the date of commencement of cover in case of midterm inclusion.
- 3. ATM means automatic teller machine
- **4.** ***AYUSH Treatment** refers to the medical and / or hospitalization treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems
- **5.** *AYUSH Hospital: An AYUSH Hospital is a healthcare facility wherein medical/surgical/parasurgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:

a. Central or State Government AYUSH Hospital; or

- b. Teaching hospital attached to AYUSH College recognized by the Central Government/Central Council of Indian Medicine/Central Council for Homeopathy; or
- c. AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:
 - i. Having at least 5 in-patient beds;
 - ii. Having qualified AYUSH Medical Practitioner in charge round the clock;
 - iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
 - iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative
- 6. Bank means a Banking Company which transacts the business of Banking in India



- 7. **Base Sum Insured** means the Sum Insured as specified in the Policy Schedule/Certificate against the respective base covers.
- 8. Business means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation.
- **9. Bodily Injury** means bodily harm, sickness or disease, including required care, loss of services and death that result.
- **10. 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.
- **11. Claims Team** means the Claims administration team within Chola MS General Insurance Company.
- **12.** Cheque(s) means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.
- **13. Commencement Date** means the commencement date of the coverage under this Policy as specified in the Policy Certificate
- 14. Critical Illness means an illness or condition as defined in the Policy that occurs or manifests itself during the Policy Period as a first incidence.
- **15.** Credit Accounts means any credit arrangements from a qualified financial institution for personal use, such as credit card account, car/home loan account.
- **16. Condition Precedent** shall mean a Policy term or condition upon which our liability under the Policy is conditional upon.
- **17. Congenital Anomaly** means a condition which is present since birth, which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly:** Congenital anomaly which is not in the visible and accessible parts of the body
 - b. **External Congenital Anomaly:** Congenital anomaly which is in the visible and accessible parts of the body
- 18. Consultant/ 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 the scope and jurisdiction of license. The registered Medical practitioner should not be the Insured or Close Family Members of the Insured. For the purpose of this definition, Close Family Members would mean and include the Insured person's Spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt, grandfather, grandmother, grandson, granddaughter, nephew, and niece.
- **19. Date of Diagnosis** For the purpose of this Policy, the date of diagnosis of the Insured illness is the date on which the consultant/Medical Practitioner certifies the diagnosis of the first occurrence of Insured illness. Provided, the date is not earlier than the date of diagnostic report based on which the final diagnosis is arrived at by the consultant/Medical Practitioner.
- **20. Diagnosis** means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histopathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to us.



- **21. Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition.
- **22.** Disclosure to information norm: The Policy shall be void and all premiums paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- **23. Educational Institute** means any accredited institution that provides education or training, including but not limited to, any state university private college or trade school.
- 24. EMI or EMI Amount means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the Loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payment that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
- **25. 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.
- **26. Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.
- **27. 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
- **28.** Hospital means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - a. has qualified nursing staff under its employment round the clock;
 - b. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - 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
- **29. Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours
- **30. In Patient Care** means treatment for which the Insured person has to stay in a hospital for more than 24 hours for a covered event
- **31. Insured Person** is the member of the group who has a legal relationship with the proposer



- **32. Illness** is a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
 - (a) Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
 - (b) Chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - a. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 - b. it needs ongoing or long-term control or relief of symptoms
 - c. it requires your rehabilitation for the patient or for the patient to be specially trained to cope with it
 - d. it continues indefinitely
 - e. it recurs or is likely to recur.
- **33. 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
- **34. Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in the Policy Schedule/Certificate of Insurance of this Policy. If the Loan amount pertains to Assets, it shall mean to include Assets in India Only.
- **35.** Loan Tenure means the Period from the date of disbursement of loan to the date of the last EMI payment or the date of closure of loan
- **36.** Lost or Stolen means having been inadvertently lost or having been stolen by a third party without the Insured's assistance, consent or co-operation.
- **37. 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. For the purpose of this definition, close family members would mean and include the Insured person's Spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt, grandfather, grandmother, grandson, granddaughter, nephew, and niece.

- **38.** Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- **39.** Master Policy Schedule / Policy Schedule means schedule attached to and forming part of this Policy mentioning the details of the Proposer/Group Manager, the Sum Insured, Period and limits to which benefits under the Policy would be payable.
- 40. Money means currency, coins and bank notes in current use and having a face value.
- **41. Notification of claim** means the process of intimating a claim to the insurer or TPA through any recognized modes of communication
- 42. Pre-existing disease (PED) means any condition, ailment, injury or disease:



a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or

b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.

- **43. Payment card** means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.
- **44. Personal Papers** means identification documents issued by the Insured's country, state including but not limited to the Insured's driving license and passport.
- **45. 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.
- **46. Policy Period/Policy Term** means the period between the commencement date specified in the Policy Certificate in respect of any Insured person and earlier of
 - a. the expiry date specified in the Policy Certificate and
 - b. The date of cancellation of this Policy by either Policyholder or Insured or Insurer in accordance with General Condition (6.10) below.
- **47. Policy Certificate/Certificate of Insurance** means that portion of the Policy which sets out your personal details, the type and plan of insurance cover in force, the Policy duration and Sum Insured etc. Any Annexure or Endorsement to it, shall also be a part of the Policy Certificate.
- **48. Proposal and Enrolment Form** means the form in which the details of the Insured person are obtained for a CHOLA MS RAKSHA KAVACH 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.
- **49. Proposer** means the person/organization who has signed in the proposal form and named in the Policy Schedule. He may or may not be insured under the Policy
- **50.** Public Authority means any governmental, quasi-governmental organisation or any statutory body or duly authorised organisation with the power to enforce laws, exact obedience, and command, determine or judge
- **51. 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.
- 52. Residence means the place that is shown as the 'Insured mailing address' on the Policy Certificate.
- **53. Replacement cost** means the amount it would cost to replace an item of similar specifications as on the date of loss.
- **54. Robbery** means the unlawful taking of money or other property from the Insured's care and custody by one who has caused or threatened the Insured with bodily harm and has committed an illegal or violent act.
- **55.** Subrogation means 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.
- **56.** Suit means a civil proceeding seeking monetary damages as a result of identity theft, or a criminal proceeding in which the Insured is charged with illegal acts committed by someone else while engaged in the theft of the Insured's identity.
- **57. Sum Insured** means the amount shown in the Policy Certificate, which shall be our maximum liability for each Insured Person for any and all benefits claimed for during each Policy year.



Policy Wordings

Sum Insured at the time of claim:

Fixed Sum Insured – Sum Insured opted at inception of Policy

Reducing Sum Insured, if opted and endorsed in the policy – The Principal outstanding at the time of claim

- **58.** Survival Period means the period after an Insured event that the Insured person has to survive before a claim becomes valid.
- **59. SIM card** means the Subscriber Identity Module (SIM) card that is delivered together with a subscription contract or pay-as-you-go contract used for the operating of mobile phones.
- **60. Transportation tickets** means the tickets purchased for bus, subway or other type of public or private transportation.
- **61.** Unproven/Experimental treatment means the treatment including drug Experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.
- **62. Unauthorized charges** mean those charges which are incurred on the payment card/sim card after the physical loss of the payment card/sim card and without the knowledge or consent of the payment card/sim card holder as per provisions, terms and conditions of payment card issuer/mobile service provider.
- **63.** Waiting Period: Waiting period refers to the period during which we shall not be liable to make any payment for any claim which occurs or where the signs and/ or the symptoms of illness/ condition for the claim has occurred. This is not applicable if caused directly due to an Accident during the Policy Period.

64. List of Critical Illness and their definitions

62.1 CANCER OF SPECIFIED SEVERITY

I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

II. The following are excluded –

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.

ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

iii. Malignant melanoma that has not caused invasion beyond the epidermis;

iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0

v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;

vi. Chronic lymphocytic leukaemia less than RAI stage 3

vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

viii.All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;



CHOLA MS RAKSHA KAVACH POLICY

CHOHLGP20118V011920

Policy Wordings

62.2 KIDNEY FAILURE REQUIRING REGULAR DIALYSIS

I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

62.3 MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS

I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and

ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

II. Neurological damage due to SLE is excluded.

62.4 MAJOR ORGAN /BONE MARROW TRANSPLANT

I. The actual undergoing of a transplant of:

i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

II. The following are excluded:

i. Other stem-cell transplants

ii. Where only islets of langerhans are transplanted

62.5 OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES

I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

62.6 OPEN CHEST CABG

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

II. The following are excluded:

i. Angioplasty and/or any other intra-arterial procedures

62.7 STROKE RESULTING IN PERMANENT SYMPTOMS

I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 7 of 74



Policy Wordings

symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

II. The following are excluded:

i. Transient ischemic attacks (TIA)

- ii. Traumatic injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

62.8 PERMANENT PARALYSIS OF LIMBS

I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

62.9 MYOCARDIAL INFARCTION

(First Heart Attack of specific severity)

I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)

ii. New characteristic electrocardiogram changes

iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

II. The following are excluded:

i. Other acute Coronary Syndromes

ii. Any type of angina pectoris

iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

2. PERSONS WHO CAN BE INSURED

- This Insurance is available to person(s) aged between 18 years and 65 years (Completed age) at the time of entry into the Policy and who has availed any type of loan from Banks/Financial Institutions or such aggregators.
- Borrowers and Co-Borrowers of Banks/Financial Institutions or such aggregators are eligible to be covered under the Policy.

3. COVERAGE

This Policy will pay the benefits as stated in the Policy schedule/Certificate, in the event of occurrence of Insured event while the Policy is in force. Benefits payable under the Policy will be subject to terms, conditions, exclusions and limitations if any, as stated herein below.

4. SCHEDULE OF BENEFITS

The **Policy** provides the following Basic Covers. It is compulsory for the proposer to choose any one of the Basic Cover to be eligible for taking this CHOLA MS RAKSHA KAVACH POLICY. Various Basic and optional Covers applicable for this Policy is as shown in the **Policy Schedule** / **Certificate**. *Covers opted at the commencement of the Policy cannot be cancelled during the Policy Period or at the time of renewal*.



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

Policy Wordings

Base Covers										
Critical Illness (CI)										
	Name of the Critical Illness									
	1. Cancer of Specified Severity									
1	2. Kidney Failure Requiring Regular Dialysis									
BASE	3. Multiple Sclerosis With Persisting Symptoms									
COVER –	4. Major Organ /Bone Marrow Transplant									
CRITICAL	5. Open Heart Replacement or Repair of Heart Valves									
ILLNESS	6. Open Chest CABG									
SECTION	7. Stroke Resulting In Permanent Symptoms									
	8. Permanent Paralysis Of Limbs									
	9. Myocardial Infarction (First Heart Attack of specific Severity)									
	Personal Accident (PA) Cover									
2	Accidental Death Benefit									
BASE	Permanent Total Disability benefit									
COVER -										
PERSONAL										
ACCIDENT	Education Grant									
SECTION										

Limitations applicable to Base Covers – Section 1 (CI) and 2 (PA):

- The Company's liability for each Insured under this Policy is restricted to 100% of base Sum Insured, irrespective of the number of claims.
- Upon payment of 100% of base Sum Insured, the cover for these sections under this Policy shall terminate for the Specified Insured.
- The Policy including Optional Covers will cease to exist in the event of a death claim or termination of base covers upto 100% of Sum Insured.

5. WAITING PERIOD & GENERAL EXCLUSONS:

5.1 Waiting Period

Any Critical Illness for which the Insured had shown signs and symptoms or has been diagnosed within the first 90 days from the date of commencement of the Policy is excluded.

5.2 General Exclusions

This Policy does not provide for any loss resulting in whole or in part from, or expenses incurred in respect of:

- 1. Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy;
- 2. Any illness, sickness or disease other than those specified as Critical Illness under this Policy
- 3. In the event of the death of the Insured Person within the stipulated survival period;

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- **4.** Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practising outside the discipline that he is licensed for, or any diagnosis or treatment that is not scientifically recognised or Unproven / Experimental Treatment, or is not medically necessary or any kind of self-medication and its complications;
- 5. Any pre-existing disease/condition or disability or any complication arising there from;
- **6.** any loss caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power;
- 7. any loss caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack;
- **8.** loss arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent;
- **9.** Any condition caused by or associated with any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis, whether or not arising out of conditions listed under 5 above.
- **10.** loss sustained or contracted in consequence of the Insured being under the influence of alcohol, substance, intoxicant, drugs or hallucinogen;
- 11. Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner
- 12. intentionally self-inflicted injury, suicide or any attempt thereof or acts of self-destruction;
- **13.** Working in underground mines, tunnelling or involving electrical installations with high tension supply, or as jockeys or circus personnel;
- **14.** Congenital Anomalies or any complications or conditions arising therefrom including any developmental conditions of the Insured;
- **15.** Insured Persons whilst engaging in a speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so for as they involve the training for or participation in competitions or professional sports, or involving a naval, military or air force operation;
- **16.** Any treatment/surgery for change of sex, cosmetic or plastic surgery or any elective surgery or cosmetic procedure that improve physical appearance, surgical and non-surgical treatment of obesity, including morbid obesity and weight control programs, or treatment of an optional nature including complications/illness arising as a consequence thereof;
- **17.** Birth control procedures and hormone replacement therapy;
- **18.** Any loss or treatment arising from or traceable to pregnancy (including voluntary termination), miscarriage (unless due to an accident), childbirth, maternity (including caesarean section), abortion or complications of any of these. This exclusion will not apply to ectopic pregnancy;
- 19. Any loss caused by or associated with any Venereal disease and sexually transmitted diseases or illness;
- **20.** Certification by a Medical Practitioner who shares the same residence as the Insured Person or who is a member of the Insured Person's family.
- **21.** Loss caused by participation of the Insured Person in any flying activity, except as a bona fide, farepaying passenger of a recognised airline on regular routes and on a schedule timetable.
- 22. Nuclear, Chemical and biological terrorism Exclusion Clause:



Policy Wordings

The Insurance under this Policy shall not extend to cover Death, disablement or injury, Critical Illness resulting arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

- 23. Consequential losses of any kind or actual or alleged legal liability
- **24.** Any Events/incidences that happened before the Policy period would not be covered. All events should fall under the Policy duration.
- **25.** This Insurance does not cover any loss, damage, cost or expense arising out of or due to any act of terrorism. For the purpose of this Exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and / or to put the public, or any section of the public in fear.
- **26.** *Treatment other than Allopathy and AYUSH
- **27.** Experimental or unproven treatment

6. 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 his/her dependent.

2. 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 minimize its financial consequences

3. 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.

4. Consideration:

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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 available prior to the date and time of receipt of premium.

5. Claims Procedure and Settlement:

5.a. Claim Notification:

- a. It shall be a condition precedent for any claim to be made by the **Insured** under this policy or for liability attaching to us hereunder that claim intimation is provided to the Insurer within 30 days by telephone through toll free number (**1800-208-9100**) or in writing by email (customercare@cholams.murugappa.com) / letter). The intimation should contain the following information:
 - Insured details (Name /Age/Gender)
 - Contact no & E-Mail ID.
 - Certificate Number.
 - Illness contracted/Date of Accident.
 - Ailment / Diagnosis / Injury Details.
- b. The insured / claimant shall provide the Insurer with details of the claim to be paid as listed below under claim documentation of the policy within 30 days from the date of diagnosis / occurrence of the defined illness / Accident. Failure to furnish such details within such time as required shall not invalidate or reduce the claim, if the Insured person is able to satisfy the Company that it is was not reasonably possible to do so within such time.
- c. The Insurer shall be under no obligation to pay or arrange to make payment for any claim until and unless it is satisfied as to the validity of the Insured Person's claim, and may for these purposes require the Insured Person to be examined by a medical advisor nominated by the Insurer as often as and to the extent that either considers to be reasonably necessary.
- d. The Insured/Policy Holder acknowledges and agrees that the payment of any claim by or on behalf of the Insurer shall not constitute on the part of the Insurer any guarantee or assurance as to the quality or effectiveness of any medical treatment obtained by the Insured Person, it being agreed and recognised by the Insured that the Insurer is not in any way responsible or liable for the availability or quality of any service (medical or otherwise) rendered by any institution.
- e. The insured shall obtain and furnish to the Company copy of all bills, receipts and other documentation upon which a claim is based. Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed `necessary'.

5.b Claim Documentation:

Following documents are to be submitted for processing of the claim along with the duly filled & signed claim form by the insured / nominee in addition to the documents listed in the table:

- KYC of the nominee / legal heir in case of death claim and KYC of the Insured for other claim under the policy.

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 12 of 74



Account details with proof for NEFT of the nominee / legal heir in case of death claim and of the insured for other claims under the policy i.e. cancelled cheque, passbook copy has to be submitted with the below listed claim documents.

Critical Illness	 a. Detailed attending physician's report / consultation papers mentioning the past medical and surgical history of the patient with duration of the ailment and confirming the diagnosis / Diagnosis Certificate from Specialist. b. All supporting lab reports supporting the diagnosis of the critical illness along with the relevant histological classification / stage (histo pathological, imaging or any other reports). c. Detailed discharge summary / Operation theatre notes wherever hospitalization occurred. d. Copy of FIR / MLC in case of road traffic accident injuries resulting in critical illness defined above. e. Proof of identity and residence of the Insured.
Accidental Death Benefit	 Copy of FIR / Police Report, wherever necessary Copy of Post Mortem Report/Coroner's report (If postmortem is conducted) Copy or Panchanama / Inquest report Death Certificate Original Policy Certificate for deletion of name of the Insured person from the list.
Permanent Total Disability	 Report of the attending Doctor confirming disability Admit / Discharge card Investigation reports such as X-rays, Lab test etc FIR/ Police report, wherever necessary
Education Grant	 Documents as per Death / PTD benefit Bonafide Certificate issued by the educational institution confirming that he/she is a full time student of the institution. Copy of Birth Certificate or any other valid document establishing age. Copy of Family Ration card reflecting the name of the child/Children

The documents should be sent to: 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

5.c Claim Settlement



Policy Wordings

- i. We shall settle claims, including its rejection, within thirty days of the receipt of last `necessary' document.
- ii. However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, 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, Insurer shall settle the claim within 45 days from the date of receipt of last necessary document.
- iii. In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- iv. There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policy holders
- v. Any claim payable under the policy will be in Indian Rupees Only.
- vi. No interest shall be payable by the Company in respect of any claim under this policy on any account whatsoever except as provided under condition 5.ciii above .
- vii. The claim if any under the policy shall be paid to the Policy Holder, who is the financier except in respect of reimbursement claims.
- viii. In the event of claim amount exceeding the outstanding payable loan amount as on the date of claim, it shall be the responsibility of the Policy Holder to transfer the excess amount to the Insured Person or the legal heir of the Insured Person.

6. Limitation of Liability

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

We shall not be liable for compensation under more than one of the following sections for the same accident – Accidental Death or Permanent Total Disablement or Accidental Dismemberment 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 or Accidental Dismemberment, the amounts payable shall be reduced by the amount of any payment already made under Permanent Total Disablement or Permanent Partial Disablement or Accidental Dismemberment.

7. 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 wherever deemed necessary 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



Policy Wordings

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.

8. Authority to Obtain Records:

The Insured must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment/diagnosis for which claim has been lodged. If required, the Insured Person should give consent to us to obtain Medical records / opinion from the Hospital directly relating to the treatment for which claim has been made.

If required the Insured / Insured Person must agree to be examined by a Medical Practitioner of Company's choice at our expense

9. Renewal of Policy:

- a. We agree to renew your Policy unless on grounds of moral hazard, misrepresentation, fraud or noncooperation by the Insured/Policy Holder.
- b. This Policy can be renewed 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, till the closure of the loan.
- c. The claims if any occurring during the grace period shall not be payable under the renewed Policy
- d. The Company reserves its rights to vary the premium from time to time subject to approval of the Product Management Committee, of the Company.
- e. 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 Critical Illness or Individual Personal Accident Policy subject to terms and conditions of the Retail product chosen with us 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.
- f. In the event of payment of 100% of Base Sum Insured, no subsequent renewals can be made for the Policy.
- g. <u>Policy Withdrawal</u>: This product may be withdrawn from the market after approval of the Product Management Committee, of the Company. We will intimate the **Policy Holder / Insured person** in writing about such withdrawal at least three months prior to the renewal date. The **Policy Holder / Insured person** will have the option to purchase another Policy with similar covers if available with the Company.
- h. <u>Policy Revision:</u> 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 / Insured Person** at least three months prior to the date such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.

10. Cancellation

10. a. Cancellation by Insurer (Applicable to Base covers and Optional covers):

This Policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the Insured/Policy Holder by giving 15 days written notice delivered to, or mailed to the Insured Person's/Policy Holder'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

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 15 of 74



Policy Wordings

Policy by us on account of non cooperation, the Insured/ Policy Holder shall be entitled to refund of prorata 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.

10.b. Cancellation by Insured/Policy Holder (Applicable to Base covers and Optional covers):

The Insured/Policy Holder may also cancel the Policy at any time in which event, the insurer shall be entitled to retain premium at Short Period Scale for the expired portion of the Policy on the date of cancellation as per the table below. Any excess premium available with us shall be refunded to the Policy Holder 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	Rate of Premium to be retained												
Risk (in	1 Year Policy	2 Year Policy	3 Year Policy	4 Year Policy	5 Year Policy								
Months)	Term	Term	Term	Term	Term								
1	8%	4%	3%	2%	2%								
2	17%	8%	6%	4%	3%								
3	25%	13%	8%	6%	5%								
4	33%	17%	11%	8%	7%								
5	42%	21%	14%	10%	8%								
6	50%	25%	17%	13%	10%								
7	58%	29%	19%	15%	12%								
8	67%	33%	22%	17%	13%								
9	75%	38%	25%	19%	15%								
10	83%	42%	28%	21%	17%								
11	92%	46%	31%	23%	18%								
12	100%	50%	33%	25%	20%								
13		54%	36%	27%	22%								
14		58%	39%	29%	23%								
15		63%	42%	31%	25%								
16		67%	44%	33%	27%								
17		71%	47%	35%	28%								
18		75%	50%	38%	30%								
19		79%	53%	40%	32%								
20		83%	56%	42%	33%								
21		88%	58%	44%	35%								
22		92%	61%	46%	37%								
23		96%	64%	48%	38%								
24		100%	67%	50%	40%								
25			69%	52%	42%								
26			72%	54%	43%								
27			75%	56%	45%								
28			78%	58%	47%								

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 16 of 74



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

Policy Wordings

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- In the event of part prepayment of the Loan, no refunds of premium shall be made under this policy.
- In the event of prepayment of the entire loan and upon making any refund of premium under this policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder.
- Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

11. Validity of the Policy:

Each Certificate of Insurance will expire on the earliest of the following dates:

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 17 of 74



- 1. The date the Insured or the Insurer cancel the Certificate of Insurance
- 2. The date on which the member opts out of the Scheme
- 3. Foreclosure/closure of loan availed (Wherever applicable)
- 4. Payment of claim under base sum insured (either on fixed sum insured basis or on reducing sum insured basis)

12. Subrogation (Applicable to covers other than Base cover – CI Section and Optional Covers 1,2,6,7, 9,10,11,12,13,14)

In the event of any payment under this policy, we shall be subrogated to all the Insured's rights of recovery thereof against any person or organisation or the Insured shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights and provide whatever assistance we might reasonably require from the Insured in the pursuance of our Subrogation rights. We shall take no action after the loss to prejudice such rights.

13. Misdescription:

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 **Policy Holder / Insured Person(s)**.

14. 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.

15. 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.

16. Multiple policies (Applicable to optional cover no.6 – Accidental Medical Expenses):

- i. In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be treated as the Primary Insurer and shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy/policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the Primary Insurer shall seek the details of other available policies of the policyholder and shall coordinate with other Insurers to ensure settlement of the balance amount as per the policy conditions.



iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

Benefit Based Covers:

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

17. 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.

18. Assignment Clause:

It is hereby declared and agreed that:

- i from the Policy Start Date, the monies payable by the Company to the Insured and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favour of the "Bank/Financial Institution as named in the Schedule of this Policy";
- ii upon any monies becoming payable under this Policy the same shall be paid by the Company to the "Bank/Financial Institution as named in Schedule of this Policy" without any reference / notice to the Insured, but not exceeding the Principal Outstanding as defined under the Policy. In the event of any monies payable under this Policy exceeding the Principal Outstanding, the Company shall pay such monies as exceeding the Principal Outstanding to the Insured;
- iii the receipt of such monies in the manner aforesaid by the Bank/Financial Institution as named in the Schedule of this Policy and the Insured shall completely discharge the Company from all liability under the Policy and shall be binding on the Insured and the heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.

That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Financier shall be valid and binding on all parties Insured hereunder but no so as to impair rights of the Financier to recover the full amount of any claim it may have on other parties Insured hereunder.

19. 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.

7. GRIEVANCES REDRESSAL MECHANISM

Mechanism for Grievance Redressal:-

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 19 of 74



Policy Wordings

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

Website	:	www.cholainsurance.com
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Toll free : 1800 208 9100

E-Mail : 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 to register your complaint.
- In Case of Senior Citizen please write to 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 turnaround 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 (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 (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	
AHMEDABAD - Shri Kuldip Singh,	Gujarat,	
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,	
Jeevan Prakash Building, 6th floor,	Daman and Diu.	
Tilak Marg, Relief Road,		
Ahmedabad - 380 001.		
Tel.: 079 - 25501201/02/05/06		
Email: bimalokpal.ahmedabad@ecoi.co.in		



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

BENGALURU –	Karnataka.
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 I 26652049	
Email: <u>bimalokpal.bengaluru@ecoi.co.in</u>	
BHOPAL-	Madhya Pradesh,
Office of the Insurance Ombudsman,	Chhattisgarh.
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: <u>bimalokpal.bhopal@ecoi.co.in</u>	
BHUBANESHWAR - Shri Suresh Chandra Panda	Orissa.
Office of the Insurance Ombudsman,	
62, Forest park,	
Bhubaneshwar - 751 009.	
Tel.: 0674 - 2596461 /2596455	
Fax: 0674 - 2596429	
Email: <u>bimalokpal.bhubaneswar@ecoi.co.in</u>	
CHANDIGARH -	Punjab,
Office of the Insurance Ombudsman,	Haryana(excluding Gurugram, Faridabad, Sonepat and
S.C.O. No. 101, 102 & 103, 2nd Floor,	Bahadurgarh)
Batra Building, Sector 17 - D,	Himachal Pradesh, Union Territories of Jammu &
Chandigarh - 160 017.	Kashmir,
Tel.: 0172 - 2706196 / 2706468	Ladakh & Chandigarh.
Fax: 0172 - 2708274	
Email: <u>bimalokpal.chandigarh@ecoi.co.in</u>	
CHENNAI -	Tamil Nadu, Tamil Nadu
Office of the Insurance Ombudsman,	PuducherryTown and
Fatima Akhtar Court, 4th Floor, 453,	Karaikal (which are part of Puducherry).
Anna Salai, Teynampet,	
CHENNAI -600 018.	
Tel.: 044 - 24333668 / 24335284	
Fax: 044 - 24333664	
Email: , <u>bimalokpal.chennai@ecoi.co.in</u>	



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

DELHI - Shri Sudhir Krishna	Delhi &
Office of the Insurance Ombudsman,	Following Districts of Haryana - Gurugram, Faridabad,
2/2 A, Universal Insurance Building,	Sonepat & Bahadurgarh.
Asaf Ali Road,	
New Delhi - 110 002.	
Tel.: 011 - 23232481/23213504	
Email: <u>bimalokpal.delhi@ecoi.co.in</u>	
GUWAHATI-	Assam,
Office of the Insurance Ombudsman,	Meghalaya,
Jeevan Nivesh, 5th Floor,	Manipur,
Nr. Panbazar over bridge, S.S. Road,	Mizoram,
Guwahati - 781001(ASSAM).	Arunachal Pradesh,
Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
Email: <u>bimalokpal.guwahati@ecoi.co.in</u>	
HYDERABAD-	Andhra Pradesh,
Office of the Insurance Ombudsman,	Telangana,
6-2-46, 1st floor, "Moin Court",	Yanam and
Lane Opp. Saleem Function Palace,	part of Union Territory of Puducherry
A.C. Guards, Lakdi-Ka-Pool,	
Hyderabad - 500 004.	
Tel.: 040 - 23312122	
Fax: 040 - 23376599	
Email: <u>bimalokpal.hyderabad@ecoi.co.in</u>	
JAIPUR -	Rajasthan.
Office of the Insurance Ombudsman,	
Jeevan Nidhi - II Bldg., Gr. Floor,	
Bhawani Singh Marg,	
Jaipur - 302 005.	
Tel.: 0141 - 2740363	
Email: <u>bimalokpal.jaipur@ecoi.co.in</u>	
ERNAKULAM - Ms. Poonam Bodra	Kerala,
Office of the Insurance Ombudsman,	Lakshadweep,
2nd Floor, Pulinat Bldg.,	Mahe-a part of Pondicherry.
Opp. Cochin Shipyard, M. G. Road,	
Ernakulam - 682 015.	
Tel.: 0484 - 2358759 / 2359338	
Fax: 0484 - 2359336	
Email: <u>bimalokpal.ernakulam@ecoi.co.in</u>	



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

KOLKATA- Shri P.K. Rath	West Bengal,
Office of the Insurance Ombudsman,	Sikkim,
Hindustan Bldg. Annexe, 4th Floor,	Andaman & Nicobar Islands.
4, C.R.Avenue,	
KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124340	
Fax: 033 - 22124341	
Email: <u>bimalokpal.kolkata@ecoi.co.in</u>	
LUCKNOW -Shri Justice Anil Kumar Srivastava	Districts of Uttar Pradesh :
Office of the Insurance Ombudsman,	Laitpur, Jhansi, Mahoba, Hamirpur, Banda,
6th Floor, Jeevan Bhawan, Phase-II,	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra,
Nawal Kishore Road, Hazratganj,	Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur,
Lucknow - 226 001.	Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur,
Tel.: 0522 - 2231330 / 2231331	Bahraich, Barabanki, Raebareli, Sravasti, Gonda,
Fax: 0522 - 2231310	Faizabad, Amethi, Kaushambi, Balrampur, Basti,
Email: <u>bimalokpal.lucknow@ecoi.co.in</u>	Ambedkarnagar, Sultanpur, Maharajgang,
	Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur,
	Deoria, Mau, Ghazipur, Chandauli, Ballia,
	Sidharathnagar.
MUMBAI -	Goa,
Office of the Insurance Ombudsman,	Mumbai Metropolitan Region
3rd Floor, Jeevan Seva Annexe,	excluding Navi Mumbai & Thane.
S. V. Road, Santacruz (W),	
Mumbai - 400 054.	
Tel.: 69038821/23/24/25/26/27/28/28/29/30/31	
Fax: 022 - 26106052	
Email: <u>bimalokpal.mumbai@ecoi.co.in</u>	
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of
Office of the Insurance Ombudsman,	Uttar Pradesh:
Bhagwan Sahai Palace	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,
4th Floor, Main Road,	Bulandshehar, Etah, Kanooj, Mainpuri, Mathura,
Naya Bans, Sector 15,	Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit,
Distt: Gautam Buddh Nagar,	Etawah, Farrukhabad, Firozbad, Gautambodhanagar,
U.P-201301.	Ghaziabad, Hardoi, Shahjahanpur, Hapur, ShamIi,
Tel.: 0120-2514252 I 2514253	Rampur, Kashganj, Sambhal, Amroha, Hathras,
Email: <u>bimalokpal.noida@ecoi.co.in</u>	Kanshiramnagar, Saharanpur.



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

PATNA- Shri N. K. Singh	Bihar, Jharkhand.
Office of the Insurance Ombudsman,	
1st Floor,Kalpana Arcade Building,,	
Bazar Samiti Road,	
Bahadurpur,	
Patna 800 006.	
Tel.: 0612-2680952	
Email: <u>bimalokpal.patna@ecoi.co.in</u>	
PUNE - Shri Vinay Sah	Maharashtra,
Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane excluding Mumbai
Jeevan Darshan Bldg., 3rd Floor,	Metropolitan Region.
C.T.S. No.s. 195 to 198,	
N.C. Kelkar Road, Narayan Peth,	
Pune- 411 030.	
Tel.: 020-41312555	
Email: <u>bimalokpal.pune@ecoi.co.in</u>	



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

Policy Wordings

8. COVEAGE DETAILS IS AS FOLLOWS:

8.1 BASIC COVERS:

Section 1: CRITICAL ILLNESS (CI) BENEFIT:

a. Coverage:

If at any time during the currency of this Policy, the Insured is diagnosed as suffering from a Critical Illness listed in the Policy, the first occurrence of which manifests itself during the Policy Period mentioned in the **Policy Certificate**, the Company shall pay a Lumpsum Benefit equal to the Base Sum Insured specified in the **Policy Certificate provided that** the signs and symptoms are manifested or the critical illness is diagnosed after 90 days of commencement of the Policy.

If a claim is paid for any one of the Covered Critical Illness under base or Optional covers - **Critical Illness Extension A or B** during the Policy Period, the Critical illness cover will stand terminated.

For the purpose of this cover, Covered Critical Illness shall mean any one of the critical illness listed and defined in the Policy.

b. Survival period:

Survival Period is not applicable under Chola MS Raksha Kavach Policy. Wherever there is a mention of survival period it denotes nil survival days.

c. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

Section 2: PERSONAL ACCIDENT (PA) BENEFIT: Coverage:

2. A. ACCIDENTAL DEATH (AD)

If at any time during the Policy Period, the Insured shall sustain any bodily injury anywhere in the world, which shall within twelve months of its occurrence be the sole and direct cause of his/her death, then **the Company** will pay the Base **Sum Insured** as specified in the **Policy Certificate**.

2.a.i. Disappearance of Body Benefit:

In the event of the disappearance of the **Insured person's** body following a forced landing, stranding, sinking or wrecking of the conveyance in which Insured was travelling as a passenger, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident and the Company will pay the Base **Sum Insured** as applicable under Accidental Death Benefit.

If at any time, after the payment of the Accidental Death benefit, it is discovered that the Insured Person is still alive; all payments shall be recovered in full.



CHOLA MS RAKSHA KAVACH POLICY

CHOHLGP20118V011920

Policy Wordings

2.b. PERMANENT TOTAL DISABILITY (PTD):

If at any time during the Policy Period, the Insured shall sustain Accidental Injury, causing the Insured Permanently Totally Disabled and such disability has continued for a period of 12 consecutive months, The **Company** will pay the Base Sum Insured as specified in the Policy Certificate.

For the purpose of this cover, PTD shall mean either of the following:

	Permanent Total Disablement	%age of Sum Insured
1.	Permanent Total loss of sight in both eyes	100%
2.	Permanent Total loss of both hands above wrist	100%
3.	Permanent Total loss of both feet above ankle	100%
4.	Permanent Total loss of sight of one eye and one hand above	100%
	wrist or one foot above ankle	

Limitations applicable to Section 2.b. Permanent Total Disability:

- No claim shall be payable under this section in case of any PTD for which medical care, treatment or advice was recommended by or received from a Doctor or from which the Insured suffered or which was present before the commencement of the Policy Period.

2.c. EDUCATION GRANT:

In the event of **Accidental Injury** to Insured Person resulting in an admissible claim under Basic Cover of Accidental Death or Permanent Total Disablement, the Company will pay an Education Grant of 10% of the Base Sum Insured or Rs.5 Lakhs whichever is lower to the dependent child studying in an **Educational Institute** as a full time student, on the date of Accident.

2.c.i. Limitations applicable to Section 2.c. Education Grant:

- The age of dependent child should be between 03 years and 23 Years.
- This would be a onetime Lumpsum payment irrespective of the number of children.

2.c.ii. Specific Exclusions applicable to Section 2.c. Education Grant:

In addition to the General Exclusions listed in Part 5 of the Policy, no payment shall be made under the Policy with respect to the following:

- a. Dependent Children who cease to be enrolled as a full time student on the date of Accident, even if he or she enrols at a later date.
- b. This benefit will not be payable for any term of enrolment as a full time student that begins before that date of the Insured's death.

Specific Exclusions applicable to Personal Accident Benefit:

In addition to the General Exclusions listed in Part 5 of the Policy, no payment shall be made under the Policy with respect to the following:

1) loss caused 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;

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 26 of 74



b. medical or surgical treatment except as may be necessary solely as a result of Injury;

c. Treatment of Hernia resulting from any bodily Injury

2. d. Territorial Limits:

Worldwide Cover.



Policy Wordings

8.2 OPTIONAL COVERS (on payment of additional premium)

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, the Policy is extended to cover the optional benefits listed below as endorsements upto the Sum Insured's shown within the Policy Schedule/Certificate.

It is hereby agreed that any and all endorsements issued with this Policy or endorsed thereon in shall be expressly subject to the terms and conditions and exclusions of this Policy, except to the extent expressly varied by the endorsement and shall become applicable only upon endorsement and after Our receipt of requisite additional premium. All other Policy terms, conditions and exclusions shall remain unchanged.

Endorsement No. 1 – CRITICAL ILLNESS EXTENSION A (*in addition to CI applicable under Base Covers*)

a. Coverage

In addition to the Critical Illnesses mentioned under Section 1 of Basic Covers of this Policy, following listed additional Critical Illness are also covered under this Policy.

- 1. Blindness
- 2. Third Degree Burns
- 3. Creutzfeldt Jakob Disease
- 4. Primary Pulmonary Hypertension
- 5. Motor Neuron Disease with permanent symptoms
- 6. Progressive Scleroderma

This benefit will form part of Base Sum Insured applicable to Critical Illness Section.

b. The definitions applicable for this extension are as below:

1 BLINDNESS

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or Accident.

II. The Blindness is evidenced by:

i. corrected visual acuity being 3/60 or less in both eyes or ;

ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

2 THIRD DEGREE BURNS

I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

3 CREUTZFELDT-JAKOB DISEASE (CJD)

Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Registered Doctor who is a neurologist must make a definite diagnosis



of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

Mental functioning would mean functions /processes such as perception, introspection, belief, imagination reasoning which we can do with our minds.

4 PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association (NYHA) Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:

i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.

ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

5 MOTOR NEURON DISEASE WITH PERMANENT SYMPTOMS

I. Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

6 PROGRESSIVE SCLERODERMA

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following conditions are excluded:

- Localised scleroderma (linear scleroderma or morphea);
- Eosinophilicfascitis; and
- CREST syndrome.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

Endorsement No. 2 – CRITICAL ILLNESS EXTENSION B (in addition to CI applicable under Base Covers):

a. Coverage



Policy Wordings

In addition to the Critical Illnesses mentioned under Section 1 of Basic Covers, the following listed additional Critical Illnesses are also covered under this Policy.

- 1. End Stage Lung Failure
- 2. End Stage Liver Failure
- 3. Benign Brain Tumor
- 4. Aorta Graft Surgery
- 5. Fulminant Hepatitis

This benefit will form part of Base Sum Insured applicable to Critical Illness Section

b. The definitions applicable for this extension are as below:

1. END STAGE LUNG FAILURE

I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and

ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and

iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO2 < 55mmHg); and

iv. Dyspnea at rest

2. END STAGE LIVER FAILURE

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:

i. Permanent jaundice; and

ii. Ascites; and

iii. Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded.

3. BENIGN BRAIN TUMOR

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or

ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

III. The following conditions are **excluded:**

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

4. SURGERY TO AORTA

The actual undergoing of major surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 30 of 74



mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra-arterial techniques are excluded. Angioplasty and all other intra-arterial, catheter based techniques, "keyhole" or laser procedures, traumatic injury of the aorta and congenital narrowing of the aorta are excluded

5. FULMINANT VIRAL HEPATITIS

A sub-massive to massive necrosis of the liver by any virus, leading precipitously to liver failure This diagnosis must be supported by all of the following:

- a. rapid decreasing of liver size; and
- b. necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- c. rapid deterioration of liver function tests; and
- d. deepening jaundice; and
- e. hepatic encephalopathy.

Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

Endorsement no.3- Reducing Sum Insured Option:

a. Coverage

The term Base Sum Insured applicable under the following covers shall stand replaced by Reducing Sum Insured and the claim payable shall be based on Reducing Sum Insured.

- 1. Base Critical Illness Section
- 2. Base Personal Accident Section
- 3. Endorsement No.1 Critical Illness Extension A
- 4. Endorsement No.2 Critical Illness Extension B



Policy Wordings

Definitions applicable for Reducing Sum Insured Option:

- 1. **Reducing Sum Insured** means the Principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion or principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. for the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
- 2. **Insured Event** means Diagnosis of Critical illness listed under the Base Critical Illness Section or Critical Illness Extension A or B or admissible claim under Base Personal Accident Section of the policy.

Specific Conditions applicable to Reducing Sum Insured Option:

For reducing Sum Insured option, the repayment schedule and the tenure of the loan shall be decided at the outset and shall remain fixed during the policy term. The policy term shall not change even if the loan tenure changes due to changes in interest rates/repayment installments

Sum Insured for the purpose of premium computation:

- In respect of long term policy issued at the time of loan approval/disbursement, the total sanctioned loan amount shall be the Sum Insured declared for the purpose of Insurance and Premium computation.
- In respect of policies issued for period less than the loan tenure(due to the reason of the loan tenure being longer than 5 years), it is permitted to renew the policy on expiry of the 5 year tenure of the policy. In such circumstances, the outstanding loan amount (based on the repayment schedule of the financier) as on the date of renewal shall be the sum insured for the purpose of insurance and Premium computation. The renewed policy tenure shall not be greater than the balance loan tenure.

Cancellation applicable to Reducing Sum Insured Option:

a. Cancellation by Insurer:

This Policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the Insured/Policy Holder by giving 15 days written notice delivered to, or mailed to the Insured Person's/Policy Holder'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/ Policy Holder shall be entitled to refund of prorata 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.

b. Cancellation by Insured/Policy Holder:

The Insured/Policy Holder may also cancel the Policy at any time in which event, the insurer shall be entitled to retain premium at Short Period Scale for the expired portion of the Policy on the date of cancellation as per the table below. Any excess premium available with us shall be refunded to the Policy

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Holder except for those Insured Person(s) for whom a claim has been paid or is payable in the current Policy.

Short Period Scale for REDUCED SUM INSURED BASIS:

Policy Term	1	2	3	4	5	5	5	5	5	5	5	5	5	5	5
Loan Tenure	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Period of Cancell ation	Rate of Premium to be Retained														
1-3 Months	43%	23%	15%	11 %	9%	8%	7%	6%	6%	6%	6%	6%	6%	5%	5%
4-6 Months	75%	43%	29%	22 %	18%	15 %	14%	13 %	12%	12 %	11 %	11 %	11%	11 %	11 %
7-9 Months	94%	60%	42%	32 %	26%	22 %	20%	19 %	18%	17 %	17 %	17 %	16%	16 %	16 %
10-12 Months	100 %	74%	54%	42 %	34%	29 %	27%	25 %	24%	23 %	23 %	22 %	22%	22 %	21 %
13-15 Months	NA	85%	64%	50 %	41%	36 %	33%	31 %	30%	29 %	28 %	28 %	27%	27 %	27 %
16-18 Months	NA	93%	74%	59 %	48%	42 %	39%	37 %	35%	34 %	33 %	33 %	32%	32 %	32 %
19-21 Months	NA	98%	81%	66 %	55%	48 %	45%	42 %	41%	40 %	39 %	38 %	38%	37 %	37 %
22-24 Months	NA	100 %	88%	73 %	61%	54 %	50%	48 %	46%	45 %	44 %	43 %	43%	42 %	42 %
25-27 Months	NA	NA	93%	79 %	67%	60 %	56%	53 %	51%	50 %	49 %	49 %	48%	48 %	47 %
28-30 Months	NA	NA	97%	85 %	73%	65 %	61%	58 %	56%	55 %	54 %	54 %	53%	53 %	52 %
31-33 Months	NA	NA	99%	89 %	78%	70 %	66%	63 %	61%	60 %	59 %	59 %	58%	58 %	57 %
34-36 Months	NA	NA	100 %	93 %	82%	75 %	71%	68 %	66%	65 %	64 %	64 %	63%	63 %	62 %
37-39 Months	NA	NA	NA	96 %	86%	79 %	75%	73 %	71%	70 %	69 %	68 %	68%	67 %	67 %
40-42 Months	NA	NA	NA	98 %	90%	83 %	79%	77 %	76%	75 %	74 %	73 %	73%	72 %	72 %
43-45 Months	NA	NA	NA	100 %	93%	87 %	84%	81 %	80%	79 %	78 %	78 %	77%	77 %	77 %

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CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> **IRDA Regn. No.**123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920 Policy Wordings

46-48				100	0.50	90	070/	86	0.407	84	83	82	0.00	82	81
Months	NA	NA	NA	%	95%	%	87%	%	84%	%	%	%	82%	%	%
49-51	NA	NA	NA	NA	97%	93	91%	90	89%	88	87	87	87%	86	86
Months	1423	1171	11121	1471	7770	%	7170	%	0770	%	%	%	0770	%	%
52-54	NA	NA	NA	NA	99%	96	94%	93	93%	92	92 0/	91 91%	91 0(91 0(
Months						%		%		%	%	%		%	%
55-57 Months	NA	NA	NA	NA	100%	98 %	97%	97 %	96%	96 %	96 %	96 %	96%	96 %	95 %
58-60						100	100	100		100	100	100	100	100	100
Months	NA	NA	NA	NA	100%	%	%	%	100%	%	%	%	%	%	%
Policy	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Term	5	5	5	5	5	5	5	3	5	3	3	3	5	5	3
Loan Tenure	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Period															
of					л		р .	. 1	р (•						
Cancell					K	ate of	Premiu	m to b	e Retain	ea					
ation															
1-3	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Months															
4-6 Months	11%	11%	10%	10 %	10%	10 %	10%	10 %	10%	10 %	10 %	10 %	10%	10 %	10 %
7-9				16		15		15		15	15	15		15	15
Months	16%	16%	16%	%	16%	%	15%	%	15%	%	%	%	15%	%	%
10-12	210/	210/	210/	21	210/	21	2004	20	200/	20	20	20	200/	20	20
Months	21%	21%	21%	%	21%	%	20%	%	20%	%	%	%	20%	%	%
13-15	26%	26%	26%	26	26%	26	26%	26	25%	25	25	25	25%	25	25
Months	2070	2070	2070	%	2070	%	2070	%	2070	%	%	%	2070	%	%
16-18	32%	31%	31%	31 %	31%	31 %	31%	31	31%	30	30 0/	30 0/	30%	30	30
Months 19-21				36		36		% 36		% 35	% 35	% 35		% 35	% 35
Months	37%	36%	36%	%	36%	%	36%	%	36%	%	%	%	35%	%	%
22-24				41		41		41		41	40	40		40	40
Months	42%	42%	41%	%	41%	%	41%	%	41%	%	%	%	40%	%	%
25-27	47%	47%	46%	46	46%	46	46%	46	46%	46	45	45	45%	45	45
Months	4/%	4/%	40%	%	40%	%	40%	%	40%	%	%	%	43%	%	%
28-30	52%	52%	51%	51	51%	51	51%	51	51%	51	50	50	50%	50	50
Months				%		%		%	, •	%	%	%		%	%
31-33 Months	57%	57%	56%	56 %	56%	56 %	56%	56 %	56%	56 %	55 %	55 %	55%	55 %	55 %
Months 34-36				% 61		% 61		% 61		% 61	% 60	% 60		% 60	[%] 60
Months	62%	62%	61%	%	61%	%	61%	%	61%	%	%	%	60%	%	%
monus	tiis			70		/0		%		/0	70	70		/0	/0

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 34 of 74

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> **IRDA Regn. No.**123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920 Policy Wordings

37-39	67%	67%	66%	66	66%	66	66%	66	66%	66	65	65	65%	65	65
Months	07%	07%	00%	%	00%	%	00%	%	00%	%	%	%	03%	%	%
40-42	72%	71%	71%	71	71%	71	71%	71	71%	70	70	70	70%	70	70
Months	1290	/1%	/1%	%	/1%	%	/1%	%	/1%	%	%	%	70%	%	%
43-45	76%	76%	76%	76	76%	76	76%	76	75%	75	75	75	75%	75	75
Months	70%	70%	70%	%	70%	%	70%	%	13%	%	%	%	13%	%	%
46-48	81%	81%	81%	81	81%	81	81%	80	80%	80	80	80	80%	80	80
Months	01%	01%	01%	%	01%	%	01%	%	80%	%	%	%	80%	%	%
49-51	86%	86%	86%	86	86%	86	85%	85	85%	85	85	85	85%	85	85
Months	80%	80%	80%	%	80%	%	83%	%	03%	%	%	%	03%	%	%
52-54	91%	91%	91%	90	90%	90	90%	90	90%	90	90	90	90%	90	90
Months	91%	91%	91%	%	90%	%	90%	%	90%	%	%	%	90%	%	%
55-57	95%	95%	95%	95	95%	95	95%	95	95%	95	95	95	95%	95	95
Months	95%	93%	93%	%	93%	%	93%	%	93%	%	%	%	93%	%	%
58-60	100	100	100	100	100%	100	100	100	100%	100	100	100	100	100	100
Months	%	%	%	%	100%	%	%	%	100%	%	%	%	%	%	%

• In the event of part prepayment of the Loan, no refunds of premium shall be made under this policy.

• In the event of prepayment of the entire loan and upon making any refund of premium under this policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder.

• Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

Endorsement No. 4 – ACCIDENTAL DISMEMBERMENT

a. Coverage

The Company will pay a specified percentage of the Accidental Dismemberment Sum Insured shown in the Policy Certificate if the injury to the Insured results in one of the losses shown in the following table. The loss must occur within 365 days from the date of the Accident which caused injury.

The Company will pay the benefit, provided such disability has continued for a period of 365 days and is total, continuous and permanent at the end of this period, as the result of the same Accident. This waiting period of 365 days is not applicable for severance or amputation cases.

In the event, if more than one loss results from any one Accident, the highest would be paid.

Nature of Loss	% of Accidental Death Sum Insured
Loss of Speech and Hearing in Both Ears	100%
Dismemberment of Either Hand or Foot	50%

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 35 of 74



Policy Wordings

Dismemberment of Sight of One Eye	50%
Loss of Speech or Hearing in Both Ears	50%
Loss of Hearing in One Ear	25%
Dismemberment of Thumb and Index Finger of Same Hand	25%
Quadriplegia (paralysis of all four limbs)	100%
Paraplegia (paralysis of lower half of the body with involvement of both lower limbs)	50%
Hemiplegia (paralysis of one side of the body including one upper & one lower limb)	50%
Uniplegeia (paralysis of any one limb)	25%

For the purpose of this cover, "Dismemberment" means

- a. actual severance of hand or foot through or above the wrist or ankle joint respectively;
- b. irrecoverable and entire loss of sight of eye;
- c. actual severance of thumb and index finger through or above the joint that meets the hand at the palm;
- d. irrecoverable and entire loss of speech or hearing of both ears;
- e. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one limb. Limb means entire arm or leg.

b. Specific Exclusions applicable to Accidental Dismemberment:

In addition to the General Exclusions listed in Part 5 of the Policy, no payment shall be made under the Policy with respect to the following:

1) loss caused 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;

c. Treatment of Hernia resulting from any bodily Injury

c. Specific Conditions applicable to Accidental Dismemberment:

In the event of an accident resulting in claims under more than one section, the maximum claim payable shall be only under one section with same or higher payout.

This benefit will form part of Base Sum Insured applicable to Personal Accident Section

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

d. Territorial Limits:

Worldwide Cover.

e. The claim documentation required for this endorsement is as below:

- Report of the attending Doctor confirming disability
- Admit / Discharge card

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 36 of 74


Policy Wordings

- Investigation reports such as X-rays, Lab test etc
- FIR/ Police report, wherever necessary

Endorsement no. 5 – PERMANENT PARTIAL DISABILITY (PPD):

a. Coverage

In the event of Accidental Injury causing the **Insured** Permanent Partial Disability as mentioned in the Table Below within 12 months of the Accidental Injury being sustained, The **Company** will pay the **Insured** the percentage of the **Sum Insured** specified for each and every form of impairment mentioned in the table below. The **Company's** maximum liability however shall not exceed 100% of the **Sum Insured**. This period of 12 months is not applicable for severance or amputation cases.

Nature of loss	% of Accidental Death Sum Insured
Loss of an arm above elbow joint	75%
Loss of an arm beneath the elbow joint	65%
Loss of a hand at the wrist	40%
Loss of four fingers and thumb of one hand	30%
Loss of four fingers	20%
Loss of thumb	10%
Loss of Index Finger only	10%
Loss of middle finger only	5%
Loss of ring finger only	5%
Loss of little finger only	4%
Loss of leg above mid-thigh	50%
Loss of leg upto mid thigh	50%
Loss of a leg above mid calf	40%
Loss of a foot at the ankle	30%
Loss of all Toes	25%
Loss of Great Toe only	5%
Other than great Toe, if more than one toe lost, each	1%
Loss of an eye	50%
Loss of hearing of one ear	25%
Loss of hearing of both ears	50%
Loss of sense of smell	5%
Loss of sense of Taste	5%

For the purpose of this cover, "Loss" means functional or actual severance of the body part.

b. Limitations:

If the Insured suffers more than one of the losses as a result of the same Accident, only one amount, the highest will be paid.



Policy Wordings

In the event where the admissible claim amount is lesser than the Sum Insured for that particular benefit, the Policy benefits for that Insured, would continue to the extent of balance Sum Insured under the benefit (except for losses 1 to 3 as mentioned in the above table under Permanent Partial Disability).

c. Specific Exclusions applicable to Permanent Partial Disability:

In addition to the General Exclusions listed in Part 5 of the Policy, no payment shall be made under the Policy with respect to the following:

1) loss caused 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;

c. Treatment of Hernia resulting from any bodily Injury

d. Specific Conditions applicable to Permanent Partial Disability:

In the event of an accident resulting in claims under more than one section, the maximum claim payable shall be only under one section with same or higher payout.

This benefit will form part of Base Sum Insured applicable to Personal Accident Section

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

e. Territorial Limits:

Worldwide Cover.

f. The claim documentation required for this endorsement is as below:

- Report of the attending Doctor confirming disability
- Admit / Discharge card
- Investigation reports such as X-rays, Lab test etc
- FIR/ Police report, wherever necessary

Endorsement no. 6 – *ACCIDENTAL MEDICAL EXPENSES:

a. Coverage:

The Company will reimburse the Insured the cost of treatment including AYUSH treatment in AYUSH Hospital, as defined in the policy, by a Medical Practitioner and use of Hospital facilities provided the Insured is admitted as an inpatient for medical treatment of Injury arising out of an Accident subject to the hospitalisation commencing during the Policy Period and the limit as shown in the Policy Certificate provided that there is an admissible claim under either Accidental Death, Accidental dismemberment, Permanent total disablement or permanent partial disablement covers.

I. Inpatient Benefits

- a. the period of hospitalisation shall exceed 24 consecutive hours and should be within 7 days from the date of accident
- b. any hospitalisation arising out of an existing disability prior to the first inception of this Policy is excluded.

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 38 of 74



Policy Wordings

c. expenses incurred during the period of admission only are payable.

II. Outpatient Benefits

The scope of the coverage is extended for Outpatient treatment upto the limit mentioned in the Policy Certificate.

b. Limitations applicable to Outpatient Benefit:

- i. Any treatment arising out of an existing disability prior to the first inception of this Policy is excluded.
- ii. This benefit is available to Insured's only if the inpatient benefit is availed.
- iii. The Company will reimburse the actual medical expenses incurred towards outpatient charges upto a maximum of 25% of the inpatient benefit.

c. Specific Exclusions applicable to Accidental Medical Expenses:

In addition to the General Exclusions listed in Part 5 of the Policy, no payment shall be made under the Policy with respect to the following:

1) loss caused 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;
- c. Treatment of Hernia resulting from any bodily Injury

2) treatment of any disease, sickness or illness

This benefit is over and above the Base Sum Insured

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

d. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

e. The claim documentation required for this endorsement is as below:

- Report of the attending Doctor confirming the line of treatment
- Admit/Discharge Card
- Investigation reports such as X-rays, Lab test etc
- Police report wherever necessary
- Medical receipt for reimbursement of medical expenses

Endorsement no. 7 – *HOSPITAL DAILY CASH BENEFIT:

a. Coverage:

The Company will pay a per day benefit for each continuous and completed period of 24 hours of hospitalization Including AYUSH treatment in AYUSH Hospital, as defined in the policy, if the **Insured Person** is hospitalized as result of injury arising from an Accident on the written advice of the treating Medical Practitioner.



Policy Wordings

This benefit will be subject to below limits under the Policy:

- i. Maximum benefit of 10 days for each hospitalisation incident
- ii. Maximum benefit of 60 days per Policy Year (annual). Where the Policy Period is more than 1 year, this benefit limit is applicable for each year. This benefit cannot be cumulated or carried forward.

This benefit is over and above the base Sum Insured

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

b. Specific exclusions applicable to Hospital Daily Cash Benefit:

- i. any procedure/treatment which is carried out as a Day Care treatment, or which requires less than 24 continuous hours of hospitalisation
- ii. hospitalisation for the sole purpose of traction, physiotherapy or any ailment for which hospitalisation is not warranted due to advancement in medical technology.

c. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

Endorsement no. 8 – COMA BENEFIT:

a. Coverage

If an Insured Person suffers an Accident during the Policy Period and this is the sole and direct cause of being in a Comatose State causing permanent neurological deficit within 30 days from the date of injury and if the coma continues for a period of consecutive 60 days, then we will pay a onetime Lumpsum benefit equal to the Sum Insured as mentioned in the Policy Certificate, subject to the following conditions:

The state of unconsciousness should correspond to a Glasgow Coma Scale (GCS) score of 3 (No motor response, No verbal response, No eye opening).

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- a. no response to external stimuli continuously for at least 96 hours;
- b. life support measures are necessary to sustain life; and
- c. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

This benefit is over and above the base Sum Insured



Policy Wordings

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

b. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

Endorsement no. 9 – REPATRIATION OF MORTAL REMAINS AND FUNERAL BENEFIT: a. Coverage

In addition to Accidental Death Sum Insured, the **Company** will also pay a fixed amount of Rs.10,000/towards the funeral expenses including transporting the mortal remains of the Insured from the place of the Accident or the Hospital to his residence subject to admissibility of claim under Accidental Death Cover.

This benefit is over and above the base Sum Insured.

b. The claim documentation required for this endorsement is as below:

- Documents as per Accidental Death benefit
- Receipt for expenses incurred in connection with transportation of Mortal Remains / Cremation

Endorsement no. 10 – MODIFICATION OF VEHICLE AND RESIDENTIAL ACCOMODATION:

a. Coverage

In the event of **Accidental Injury** to the **Insured Person** during the Policy Period, the **Company** shall reimburse the actual expenses incurred within one year after the date of the Accident causing such loss(es), towards modification of residential accommodation/vehicle upto a maximum limit specified in the Policy Certificate subject to

- a. admissibility of the claim under Base Permanent Total Disability or Endorsement no. 4 Accidental Dismemberment or Endorsement no. 5 Permanent Partial Disability
- b. make the residence accessible and habitable for the disabled Insured Person
- c. one motor vehicle owned or leased by the disabled Insured Person to make such vehicle accessible to or driveable by the Insured Person.

This benefit is over and above the base Sum Insured.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

b. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

c. The claim documentation required for this endorsement is as below:

- Documents as per PTD benefit
- Treating doctor's certificate confirming the necessity for modification
- Bills/Receipts incurred in modifying the vehicle/residence

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 41 of 74



Policy Wordings

• For modification of the vehicle, necessary approval of the RTO is necessary

Endorsement no. 11 – COST OF ROAD AMBULANCE:

a. Coverage

In the event of **Accidental Injury** to the **Insured Person** during the **Policy Period**, **the Company** shall pay for the expenses incurred to transfer the Insured by road from the site of Accident to the nearest hospital or from one hospital to another in a registered ambulance upto a maximum of the sum insured as mentioned in the Policy Certificate subject to admissibility of claim under

- i. Base Personal Accident Cover or
- ii. Endorsement no.4 Accidental Dismemberment or
- iii. Endorsement no.5 Permanent Partial Disability

The Sum Insured mentioned in the Policy Certificate shall be the annual limit per Insured person, per Policy year.

This benefit is over and above the base Sum Insured.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

b. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

c. The claim documentation required for this endorsement is as below:

• Bills/Receipts from the Ambulance Service Provider

Endorsement no. 12- AIR AMBULANCE COVER:

a. Coverage:

In the event of **Accidental Injury** to the **Insured Person** during the **Policy Period**, **the Company** shall pay for the expenses incurred to transfer the Insured by an air ambulance from the site of Accident to the nearest hospital or from one hospital to another hospital upto a maximum of the Sum Insured mentioned in the Policy Certificate subject to admissibility of claim under

- i. Base Personal Accident Cover or
- ii. Endorsement no.4 Accidental Dismemberment or
- iii. Endorsement no.5 Permanent Partial Disability

The sum insured mentioned in the policy certificate shall be the annual limit per Insured person, per Policy year.

This benefit is over and above the base Sum Insured.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.



CHOLA MS RAKSHA KAVACH POLICY

CHOHLGP20118V011920

Policy Wordings

b. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

- c. The claim documentation required for this endorsement is as below:
- Bills/Receipts from the Air Ambulance Service Provider

Endorsement no. 13- COST OF CRUTCHES/WHEEL CHAIR:

a. Coverage

In the event of **Accidental Injury** to the **Insured Person** during the **Policy Period**, resulting in usage of Crutches / Wheelchair, **the Company** will reimburse the actual expenses incurred upto a maximum of the sum insured as mentioned in the policy certificate. Payment under this benefit is subject to a valid claim under

- i. Base Permanent Total Disability Cover or
- ii. Endorsement no.4 Accidental Dismemberment or
- iii. Endorsement no.5 Permanent Partial Disability

This benefit is over and above the base Sum Insured.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

b. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

- c. The claim documentation required for this endorsement is as below:
- Bills/Receipts incurred towards cost of crutches/wheelchair

Endorsement no. 14 - COST OF ARTIFICIAL LIMBS:

a. Coverage

In the event of **Accidental Injury** to the **Insured Person** during the **Policy Period**, necessitating usage of Artificial limbs, **the Company** will reimburse the actual expenses incurred upto a maximum of the sum insured as mentioned in the policy certificate. Payment under this benefit is subject to a valid claim under

- i. Base Permanent Total Disability Cover or
- ii. Endorsement no.4 Accidental Dismemberment or
- iii. Endorsement no.5 Permanent Partial Disability

This benefit is over and above the base Sum Insured.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

b. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 43 of 74



Policy Wordings

- c. The claim documentation required for this endorsement is as below:
- Bills/Receipts incurred towards cost of Artificial limbs

Endorsement no. 15 - INVOLUNTARY LOSS OF JOB COVER:

a. Coverage

The Company will pay upto the limit specified in the Policy Certificate in case of Loss of Job of the Insured Person.

The Company hereby agrees, to pay, on occurrence of Loss of Job as stated under this Section, in relation to the Insured, the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in the Policy Certificate) after the commencement of Loss of Job till the reinstatement of employment with the same employer or new employer subject to a maximum of Sum Insured specified in the Policy Certificate. We will pay Six Equated Monthly Installments (EMI) towards the loan subject to Specific conditions mentioned below:

b. Specific Conditions applicable to Involuntary Loss of Job Cover:

- i. The Insured should be a salaried employee
- ii. Insured shall be a permanent employee of the organization working on a full time basis and such employment has been in force for a continuous period of 12 months.
- iii. Insured shall pay the EMI on a Regular basis
- iv. Submission of Sanctioned letter and Repayment Track Record or Bank account statement reflecting EMI or Loan account statement
- v. A claim under this section shall become admissible provided the period of termination, dismissal or temporary suspension from employment of the Insured shall not be less than 30 consecutive days.
- vi. This would be a onetime payment at the end of the continuous period of unemployment of 6 months for which claim has been made and is admissible under the Policy.
- vii. Upon payment of such claim under the Policy, the cover for other Policy sections of Critical illness and Personal Accident would continue and Sum Insured for these sections would be reduced accordingly.
- viii. In cases where loan amount is bifurcated between borrower and co-borrower for the purpose of arriving at the Sum Insured, EMI payable in the event of a claim shall be based on the Sum Insured applicable for each Insured Person.

c. Specific Exclusions applicable to Involuntary Loss of Job Cover:

- a. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal or temporary suspension from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
- b. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
 - i. Self employed persons;



Policy Wordings

- ii. Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
- iii. Any voluntary unemployment
- iv. Unemployment at the time of inception of the Policy or arising within the first 90 days of inception of the Policy Period except in case of Permanent Total Disability
- v. Unemployment due to downsizing, cost cutting closure.
- vi. Retrenchment and Lay offs
- c. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
- d. Any suspension from employment on account of any pending enquiry being conducted by the employer/Public Authority
- e. Any unemployment due to resignation, retirement whether voluntary or otherwise
- f. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
- g. Second unemployment during the Policy Period.

d. Definitions applicable to Involuntary Loss of Job Cover:

For the purpose of this cover,

Loss of Job means involuntary termination from employment of the insured or his/her permanent dismissal or temporary suspension from employment imposed on him/her by the employer during the policy period due to any of the following reasons:

- a. First time diagnosis of any covered critical illness for which a claim is admissible and payable under Base Critical illness Section or Endorsement no. 1- Critical Illness Extension A or Endorsement no. 2

 – Critical Illness Extension B during the policy period or
- b. Permanent Total Disability occurring due to an accident during the policy period for which a claim is admissible and payable under Base Personal Accident Section.

EMI of Regular Basis is defined as the payment of equated monthly installment to the Bank/Financial Institution by whom the loan has been availed without any defaults at the time of loss of job.

This benefit will form part of Base Sum Insured.

e. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

- f. The claim documentation required for this endorsement is as below:
- Appointment Letter of the insured confirming his permanent Employment (and should not be under Probation period)
- Past 6 Months Salary Slip
- Bank / Loan account Statement Showing the Regular EMI Payment for the past 6 Months
- Certificate from the employer confirming the reason for Retrenchment



Policy Wordings

Endorsement no. 16 - MONTHLY EMI BENEFIT:

a. Coverage

If the Insured Person suffers an Injury due to an Accident that occurs during the Policy Period, and which solely and directly requires the Insured Person to be continuously hospitalized for more than 30 days immediately following the accident, then the policy will pay an amount equivalent to monthly EMI for every completed and continuous 30 days of such hospitalisation upto a maximum of 3 months.

b. Specific Conditions applicable to Monthly EMI Benefit:

- 1. This is onetime benefit applicable for the entire tenure of the Policy and shall terminate upon payment of this benefit
- 2. Upon payment of such claim under the Policy, the cover for other sections of Critical Illness and Personal Accident would continue and the Sum Insured for these sections would be reduced accordingly.

This benefit will form part of Base Sum Insured.

c. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

- d. The claim documentation required for this endorsement is as below:
- Claim form duly filled in and signed.
- Report of the attending Doctor confirming the line of treatment
- Admit / Discharge card
- Investigation reports such as X-rays, Lab test etc
- Police report wherever necessary
- Medical receipt for reimbursement of medical expenses. Bank / Loan account Statement Showing the Regular EMI Payment for the past 6 Months

Endorsement no. 17 – CHOLA MS BHARAT GRIHA RAKSHA POLICY:

Special meaning of certain words: Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning	
Bank	A bank or any financial institution	

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

Policy Wordings

Carpet Area	 for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; 	
	2 for any enclosed structure on the same site, it is the net usable floor area of such structure; and	
3. for any balcony, verandah area, terrace area, parking area, or any e structure that is part of Your Home, it is 25% of its net usable floor are		
Commencement	, e	
Date	It is shown in the Policy Schedule.	
	The amount required to construct Your Home Building at the Commencement	
Construction	Date.	
	This amount is calculated as follows:	
	a. For residential structure of Your Home including Fittings and Fixtures:	
	Carpet Area of the structure in square metres X Rate of Cost of Construction at	
	the Commencement Date. The Rate of Cost of Construction is the prevailing rate	
of cost of construction of Your Home Building at the Commencement Date		
d e c l a r e d b y You and accepted by Us and shown in the Policy schedule.		
b. For additional structures : the amount that is based on the prevailing rate Cost of Construction at the Commencement Date as declared by You and accepted by Us		
		accepted by Us.EndorsementA written amendment to the Policy that We make (additions, deleti
Linuorseilleilt	·	
modifications, exclusions or conditions of an insurance Policy) which matchange the terms or scope of the original policy.		
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed	
Home Contents	to the structure of Your Home. Home Contents may consist of General Contents	
	and/or Valuable Contents.	
General	General Contents are all the contents of household use in Your Home, e.g.,	
Contents	furniture, electronic items and goods, antennae, solar panels, water storage	
	equipment, kitchen equipment, electrical equipment (including those fitted on	
	walls), clothing and apparel	
	and items of similar nature.	
Valuable	Valuable Contents of Your Home consist of items such as jewellery, silverware,	
Contents	Contents paintings, works of art, antique items, curios and items of similar nature.	
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.	
Insured	sured ropertyYour Home Building and Home Contents, or any item of property covered by this Policy.utchaBuilding(s) having walls and/or roofs of wooden planks/thatched leaves and/or	
Property		
Kutcha		
Construction		
Word /s	Specific meaning	
Policy Period	Policy period means the period commencing from the effective date and time as	
	shown in the Policy Schedule and terminating at Midnight on the expiry date as	

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 47 of 74



Policy Wordings

Policy Schedule The doc details a	in the Policy Schedule or on the termination of or the cancellation of ce as provided for in Clause G (III) of this Policy, whichever is earlier. cument accompanying and forming part of the Policy that gives Your and of Your insurance cover, as described in Clause A (3) of this Policy. mium is the amount You pay Us for this insurance. The Policy Schedule	
Policy Schedule The doc details a	cument accompanying and forming part of the Policy that gives Your and of Your insurance cover, as described in Clause A (3) of this Policy.	
details a	and of Your insurance cover, as described in Clause A (3) of this Policy.	
	· · · · · · · ·	
Premium The prem	mium is the amount You pay Us for this insurance. The Policy Schedule	
Premium The premium is the amount You pay Us for this insurance. The Policy Sched		
shows th	ne amount of premium for the Policy Period and all other taxes and levies.	
Pucca Constru	ction other than Kutcha Construction.	
Construction		
Spouse Your wi	Your wife or husband.	
Sum Insured The amount shown as Sum Insured in the Policy Schedule and as described in		
Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liabilit		
for each cover or part of cover and for each		
loss.		
Total Loss A situation where the Insured Property or item is completely destroyed, l		
or damaged beyond retrieval or repair or the cost of repairing it is more than		
Sum Insured for that item or in total.		
We, Us, Our, The Cholamandalam MS General Insurance Company Ltd. Insurance Compa		
Insurer that has provided Insurance Cover under this Policy; of the Company.		
You, Your, The Insured Person/s who has/have purchased Insurance Cover		
Insured under this Policy; of such Insured Person/s.		
Your Home Your Home Building is a building consisting of a residential unit, having an		
Building enclosed		
0	described in detail as per Clause C (2) of this Policy.	

Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	c -
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 48 of 74



Policy Wordings

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	 caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	_
10.	Riot, Strikes, Malicious Damages	 caused by a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached) We cover physical loss or damage, or destruction caused to the Insured Property by	Exclusions and Excess as per Terrorism Clause attached. We do not cover any loss or damage, or destruction accessed to the Incured Property.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	· · · · · ·
13.	Leakage from automatic sprinkler installations.	 .a repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven)days from the occurrence of and proximately caused by any	eif it is

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 49 of 74



Policy Wordings

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Clause C: Home Building Cover

1. What We cover

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in Clause B of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause C** (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under **Clause C** (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

- 2. Your Home Building
 - a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
 - b. Your Home Building includes
 - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
 - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
 - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
 - b) compound walls, fences, gates, retaining walls and internal roads,
 - c) verandah or porch and the like,
 - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
 - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
 - iii. any other structure shown in the Policy Schedule.
 - c. Your Home Building does not include Contents of Your Home.
- **3.** Use for residence
 - a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
 - b. We will not pay if
 - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
 - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self- employed or You have shifted Your office to Your Home Building for a temporary period due to



lockdown or closure of Your office ordered by a public authority.

- 4. Sum Insured
 - a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
 - b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
 - c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
 - d. Restoration of Sum Insured : Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
- 5. What We pay
 - a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
 - b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
 - c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
 - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
 - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
 - f. In addition to what **Clause C** (5) (c) of this Policy provides for, We will pay You the following expenses:
 - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation: In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:



- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
- d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

Clause D: Home Contents Cover

1. What We cover:

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in **Clause B** of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.

- 2. Sum Insured:
 - a The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
 - b The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of
 ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
 - c If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
 - d The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
 - e If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E** (1) (a) of this Policy.
 - f. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the



Policy Wordings

date of loss. We can also deduct this premium from the net claim that We must pay You.

- **3.** What We pay
 - a If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
 - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
 - ii. pay You the cost of replacing that item with a same or similar item, or
 - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
 - b The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

Clause E: Additional Covers applicable under Endorsement no. 17

1. Optional Covers:

a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to Rs.5 Lakh (Rupees Five Lakh) and Individual item value does not exceed Rs.1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of Rs.5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

2. Add-ons:

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.



Clause F. Exclusions (What We do not cover) for all covers under Endorsement no.17

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. Your deliberate, wilful or intentional act or ommission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, or
 - ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8. Loss or damage to any Insured Property removed from Your Home to any other place.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.

Clause G. Conditions applicable to Endorsement no.17

(I) Your Obligations

- 1. Make true and full disclosure in the proposal and related documents
 - a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.



- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
- 2. Obligation to take care : You must:
 - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
 - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
 - c. ensure that unauthorized persons do not occupy Your Home Building.
- 3. Inform change in circumstances : You must inform Us immediately if
 - a. You change Your address,
 - b. You make any addition, alteration, extension to the structure of Your Home Building,
 - c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
 - d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 5. Make true statements and full disclosure in the claim and related documents You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.
- 6. Cancellation and Termination of Cover under Endorsement no. 17
- 1. Cancellation by You at any Time
 - a. You can cancel this cover at any time by giving Us notice in writing. The cover will terminate when we receive your notice.
 - b. If You cancel the cover, We will refund premium as follows:

Time for which cover in force	Refund of premium
For a period not exceeding 15 days	90% of the Annual rate
Exceeding 15 days to 1 month	85% of the Annual rate
Exceeding 1 month to 2 months	70% of the Annual rate



Policy Wordings

Exceeding 2 month to 3 months	60% of the Annual rate
Exceeding 3 month to 4 months	50% of the Annual rate
Exceeding 4 month to 5 months	40% of the Annual rate
Exceeding 5 month to 6 months	30% of the Annual rate
Exceeding 6 month to 7 months	25% of the Annual rate
Exceeding 7 month to 8 months	20% of the Annual rate
Exceeding 8 month to 9 months	15% of the Annual rate
For the period Exceeding 9 months	No Refund

c. Cancellation of Long Term cover

No refund shall be allowed if there has been a claim under the cover.

1. If the cover is cancelled within 1 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.

2. If the cover is cancelled after 1 years of inception, the discount slab shall be reworked for the number of years the cover was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the cover has run for 1 years and 1 months, premium shall be retained for 2 years.

3. Refund, if any, shall be subject to the retention of minimum premium of Rs.100 for annual cover and

for cover Rs.250/-

2. Cancellation by Us:

- a. We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co- operation on Your part.
- b. In case of Total Loss of Your Home Building in a long term policy where You have decided not to reinstate Your Home Building in favour of a cash settlement of Your claim, We will cancel the cover for the remaining duration of the policy period. In such a case We shall refund the proportionate premium for the un-expired policy years after grossing up the premium paid by You towards long term discount, if any.

3. Automatic termination of the Cover:

This cover will automatically end in the following cases:

a. **Destruction of Your Home Building**: This cover will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will



automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

c. Change of use of Your Home Building or Home Contents: The Policy will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.
- d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

7. Claims Procedure applicable for Endorsement no.17

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us

c

- a As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b You can give notice to any of Our offices or call-centres.
 - You must state in this notice
 - i. the Certificate Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any Authority that You made,
 - v. details of the Insured Event,
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
 - viii. details of loss or damage under any Optional Cover or Add-ons,
 - ix. submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

- A You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b Until We have inspected Your Home Building and Home Contents, and have given



Policy Wordings

Our consent,

- i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
- ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
- iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

3. Immediate notice to Authorities

- a As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

- a Claim form:
 - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
 - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish loss

- a You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
 - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
 - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.



- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

- a If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Cover, You have a right to ask for settlement of Your claim under any of these policies.
- b If You choose to claim under this cover from Us, We will settle Your claim within the limits and the terms and conditions of this cover.
- c After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d We will ensure that Our actions do not impose any liability on You.

8. Recovery action by Us

- a When We accept and pay Your claim under the cover, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
 - i. without seeking Your consent,
 - ii. in Your name, and
 - iii. whether or not Your loss has been fully compensated.
- b Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers applicable to Endorsement no.17:

a You can choose to make changes to the covers of this Endorsement as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal



or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.

b This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

Clause I. Waiver of Underinsurance applicable to Endorsement no.17:

Underinsurance does not apply to the **Bharat Griha Raksha** Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

Clause J. Other Details

1. Notices

- a We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website:www.cholainsurance.com

3. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

This benefit is over and above the base Sum Insured. Claim under Chola MS Bharat Griha Raksha will be treated as per policy terms and conditions, irrespective of claim settlement under Base CI or PA cover during the policy period.

Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within the premises named in the Policy.

Endorsement No. 18 - ALL RISK COVER FOR JEWELLERY & VALUABLES:

Coverage

In consideration of payment of additional premium, the Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured to the extent of the market value of the property mentioned in the Policy Schedule/Certificate, of the Insured or member(s) of his family, as declared in the proposal so lost, destroyed or damaged, by Fire and allied perils as per standard fire and special perils section including earthquake, Burglary or Accident,

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 60 of 74



Policy Wordings

from any fortuitous cause, any time during the period of this Insurance and within the limits stated in the Policy Schedule/Certificate hereto, provided that the liability of the Company shall in no case exceed the Sum Insured set against such items in the Policy Schedule/Certificate thereto and not exceeding in the aggregate the total Sum Insured hereby provided. Further that where damage to any item can be repaired, the Company will pay expenses necessarily incurred to restore the damage item to its former state of serviceability not exceeding the Sum Insured in respect of such item.

Specific Exclusions applicable to All Risk Cover for Jewellery:

The Company shall not be liable in respect of:

- 1. the Excess, stated in the Policy Schedule/Certificate to be borne by the Insured in any one occurrence.
- 2. loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the Company or not;
- 3. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects of mildew or any other gradually operating cause.
- 4. Breakage, cracking or scratching or other aesthetic defects or crockery, Glass, Cameras, Binoculars, Lenses, Sculptures, Curios, Pictures, Musical Instruments, Sports Gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 5. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
- 6. loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
- 7. loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- 8. Overwinding, denting or internal damage of watches and clocks.
- 9. Loss or damage to Money, Securities, Manuscripts, Deeds, Bonds, Bills of Exchange, Promissory Notes, Stocks or Share Certificates, Stamps and Travel Tickets or Traveler's Cheque, business books or documents,
- 10. loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- 11. Loss by theft, howsoever caused.
- 12. Loss or damage whether direct or indirect arising from War, War like operations, Act of Foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, Confiscation, Arrests, Restraints and Detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- 13. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 14. loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.



- 15. a) Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever.
 - b) Any loss, destruction, damage or legal liability, directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.
- 1. Terrorism
- 2. Consequential loss or legal liability of any kind.
- 3. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

Specific Conditions applicable to All Risk Cover for Jewellery:

- 1. **SINGLE ARTICLE LIMIT**: Unless specifically and separately stated, the Company's liability in respect of each article shall not exceed 5% of the total Sum Insured applicable under this Section.
- 2. ARTICLES IN PAIRS OR SETS: Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of Insured value of the pair or set.
- 3. No one article or pair of article is deemed to be more than 10% of the Sum Insured under this Section unless separately specified and value stated.
- 4. The insured jewellery shall be periodically examined by a competent jeweller and that the Insured shall have all fastenings and settings of stones attended to as advised by the jeweller.
- 5. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

Claim Procedure applicable to All Risk Cover for Jewellery:

- 1. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - a. The Insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy Issuing Office of the Company as well as lodge forthwith a complaint with the Police. The Insured must also notify the Railways, Steamship Company, Airline, Hotel Proprietors, or the Authority where the property was at the time of the happening of any loss or damage.
 - b. The Insured shall deliver to the Company, within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and documents of damage sustained.
 - c. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim in the form of Purchase Invoice for claims less than or equal to Rs.2 Lakhs and Valuation Certificate for claims above Rs.2 Lakhs hereunder and shall, if required, make an affidavit as statutory declaration in substantiation of such claim.

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> **IRDA Regn. No.**123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920

Policy Wordings

- 2. The Company may at its option reinstate, repair or replace the property lost or damaged, or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence, of such loss or damage not more than the Sum Insured by the Company thereon. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
- 3. If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy, shall be separately subject to this condition.
- 4. If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same property whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- 5. The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's Indemnification by the Company.
- 6. if any claim under this Policy shall be in any respect be fraudulent or if the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy uses any fraudulent means or device, all benefits and rights under the Policy shall be forfeited.

Note: This endorsement can be opted only if the Insured has opted for cover under Endorsement 17 covering fire and allied perils.

Note: Total sum Insured under this endorsement 17 covering fire and allied perils and Endorsement 18 (if opted) covering Jewellery shall not exceed a maximum of Rs.5 Crores.

Endorsement No. 19 – HOME BURGLARY:

Coverage

In consideration of payment of additional premium, the Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured to the extent of intrinsic value of Claims made in respect of:

a. Loss of or damage to Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period;



Policy Wordings

- b. Property Damage (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period;
- c. In the event of an admitted Claim under Operative (a) and/or (b) above, then the Company will also indemnify the Insured in respect of the reasonable costs incurred by the Insured:
 - 1. immediately after the occurrence of an insured event solely with the intention of minimising the quantum of a Claim to be made under this Policy;
 - 2. for restoring paper files, plans, records and drawings, and restoring data (including computer software) stored electronically on the Insured's computer system if such are used for the Insured's Business;
 - 3. in clearing up the damage caused to the Insured Premises, including the removal of any debris from the Insured Premises to the nearest waste disposal site;
 - 4. for replacing or restoring property (other than vehicles and Valuables) belonging to any Employee that was in the Insured Premises at the time of an insured event at the specific request of the Insured and stored by an Employee as required by the Insured.

Definitions applicable to Home Burglary:

For the purpose of this cover,

- 1. **Property Damage** means actual physical damage to the Insured Premises caused by actual or attempted Burglary.
- 2. **Insured Premises** means the place(s) named in the Policy Schedule/Certificate.
- 3. **Deductible** means the amount stated in the Policy Schedule/Certificate, which shall be borne by the Insured in respect of each and every Claim made under this Policy.
- 4. Limit of Indemnity means the amount stated in the Policy Schedule/Certificate, which shall be the Company's maximum liability under this Policy (regardless of the number of the total number or amount of Claims made) for any one Claim or in the aggregate for all Claims during the Policy Period for each category of Contents specified in the Schedule and at all times subject to Special Condition below.
- 5. Contents means items specified in the Policy Schedule/Certificate
- 6. Business means the business of the Insured as stated in the Policy Schedule/Certificate
- 7. **Burglary** means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents therefrom.
- 8. **Claim** means a claim under an Operative Part in respect of an insured event that has taken place or is likely to take place.
- 9. **Robbery** means the theft of Contents at the Insured Premises using unforeseen, aggressive and violent means against the Insured's Employees.
- 10. **Employee** means any person with whom the Insured has entered into a contract of service.

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 64 of 74



Policy Wordings

- 11. Unused means unoccupied for a consecutive period of 7 days or more.
- 12. Valuables means:
 - a. gold or silver or any precious metals or articles made from any precious metals;
 - b. watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps,
 - c. collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - d. deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;

Specific Exclusions applicable to Home Burglary:

The Company shall not be liable in respect of:

- 1. Gold and Silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured
- 2. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises in the business is concerned in the actual loss or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person or persons
- 3. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other Policy.
- 4. a. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone or other convulsions of nature or atmospheric disturbances, unless specifically insured.

b. Loss or damage directly or indirectly arising from war, warlike operations and foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by Order of any governments or any other authority. In any action, suit or other proceedings, where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

5. a. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature-directly or indirectly caused by or contributed to/by or arising from ionising radiation or contamination by radioactivity from any source whatsoever.

b. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material or other similar weapons of mass destruction.

- 6. Consequential loss or legal liability of any kind
- 7. Claim for interest on any account whatsoever
- 8. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the insured, unless such key has been obtained by assault or violence or any threat.



Policy Wordings

9. This policy shall cease to attach

a. If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights.

b. If the insured shall cause or suffer any material alteration to be made in premises or anything to be done whereby the risk is increased

c. To any property, the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law.

Unless in every case the consent of the company to the continuance of the Insurance thereon is obtained and signified on Policy

Note: This endorsement can be opted only if the Insured has opted for cover under Endorsement 17 covering fire and allied perils.

Claim procedure applicable to Home Burglary

- 1. The Insured shall take all reasonable steps to safe guard the property insured against accident, loss or damage.
- 2. Upon the happening of any event giving rise to a claim under this Policy:
 - a. The insured shall give immediate notice thereof in writing to the nearest office of the company with copy to the Policy Issuing Office as well as lodge forthwith a complaint with the Police.
 - b. The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, with an estimate of the intrinsic value of the property lost/damaged.
 - c. The Insured shall tender to the Company all information, assistance and proofs in connection with any claim hereunder as the Company may require.

Specific Conditions applicable to Home Burglary

- 1. The Company may at is option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other Insurer in so doing, but Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.
- 2. If the property hereby insured shall at the time of any loss or damage be collectively of greater, value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the occurrence of such loss or damage accordingly. Every item, if more than one, insured separately under this Policy shall be independently subject to this condition.
- 3. If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other Insurance of any nature whatsoever covering the same loss, whether effected by the Insured or not, then the Company shall not be liable for more than its ratable proportion of any loss or damage.



- 4. The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 5. Reinstatement of the Sum Insured : Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sum Insured upon the various items of property which have been lost or damaged, shall be reduced by the amount of loss or damage and such reduced Sums Insured shall be the limit of the company's liability in respect of any further loss or damage occurring during the current Period of Insurance unless the Company consents upon payment of additional premium to reinstate the full Sum Insured
- 6. Maintenance of Books & Keys: The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the Safe or Strong room and produced as documentary evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any other authorised employee of the Insured in which case the keys shall be deposited in a secure place not in the vicinity of the Safe or Strong room.

Endorsement no. 20- FRAUDULENT CHARGES:

a. Coverage

In the event of lost or stolen payment card/sim card as specified in the Policy Certificate, the Company will reimburse the unauthorized charges that the Insured is responsible for on the lost or stolen payment card/sim card, upto 2 months prior to the first reporting of the event to the payment card issuer(s)/mobile telephone service provider and upto 7 days post reporting of the event to the payment card issuer/mobile telephone service provider.

b. Specific Exclusions applicable to Fraudulent Charges:

The Company will not pay for any expenses or loss for:

- 1. Charges made on the Insured's lost or stolen payment card/sim card more than 2 months prior to the first reporting the event to the payment card issuer(s)/mobile telephone service provider and 7 days post reporting of the event to the payment card issuer/mobile telephone service provider;
- 2. Charges made on the payment card/sim card if the Insured's payment card/sim card has not been lost or stolen;
- 3. Cash advances made with the Insured's lost or stolen payment card;
- 4. Charges incurred by a resident of the Insured's household, or by person entrusted with the Insured's Payment card/sim card.
- 5. Any liability arising out of lost or stolen sim card except as provided under benefits of this cover.
- 6. Any liability that is paid or payable by the card issuer/mobile telephone service provider.

c. Specific Conditions applicable to Fraudulent Charges:

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 67 of 74



- 1. The Company will only pay for unauthorized charges for which the Insured is responsible under the terms and conditions of the payment card/sim card.
- 2. The Insured must report the loss or theft of his/her payment card/sim card to the issuer(s) within 3 hours after discovering the lost or stolen payment card/sim card.
- 3. The Insured must comply with all terms and conditions by which the payment card/sim card is issued.

d. Claim Procedure applicable to Fraudulent Charges:

In the event of a covered loss:

- 1. The Insured shall call us at the toll free no. or provide written intimation to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on the Insured's lost or stolen payment card/sim card.
- 2. Insured shall complete and return any documents including but not limited to claim forms, police reports, demands, notices and any other documents that the Company may ask you to provide;
- 3. The claim form and accompanying documents must be returned to us within 3 days of making the original claim.

This benefit is over and above the base Sum Insured

e. Territorial Limits:

Worldwide Cover

Endorsement no. 21 - ATM ASSAULT & ROBBERY:

a. Coverage

- 1. **ATM Robbery** The Company will reimburse the Insured for the money he/she withdrew from any ATM around the world using the Insured's payment card against a robbery event that occurs within 6 hours of the withdrawal of the money.
- 2. **Bodily Injury** the Company will reimburse the Insured for reasonable emergency first aid charges for bodily injury during a robbery that is covered under this section.

b. Specific Exclusions applicable to ATM Assault & Robbery:

The Company will not pay for any

- 1. Damages and/or disabilities to any third parties;
- 2. Damages or losses to anything other than the money the Insured withdrew from his/her account;
- 3. Damages and/or liabilities that happened before or after the covered robbery period;
- 4. Charges for emergency first aid to anyone other than the Insured.

c. Specific Conditions applicable to ATM Assault & Robbery:

The Insured must provide an official police report that indicates the incident happened within the covered time from in order for us to pay the claim; unless you are legally incapable of doing so.

d. Claim Procedure applicable to ATM Assault & Robbery:

In the event of a covered loss:

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 68 of 74



Policy Wordings

- 1. The Insured shall contact us at the toll free no. or provide written intimation within 24 hours from the robbery to obtain a claim form and instructions;
- 2. The Insured shall complete, sign and return the form with the appropriate documents which include but are not limited to medical bills, police reports, and any other documents the Insured may ask the Insured to provide;
- 3. The claims form and accompanying documents must be submitted to the insurer within 3 days of making the original claim.
- 4. File a police report within 24 hours of happening of the incident.

This benefit is over and above the base Sum Insured

e. Territorial Limits:

Worldwide Cover

Endorsement no. 22- LOST WALLET COVERAGE:

a. Coverage

This section provides the following coverage in the event the Insured's wallet being stolen or lost:

- 1. Replacement costs for the lost or stolen wallet not exceeding Rs.1000 as well as the personal papers and payment cards that were in the wallet;
- 2. Application fees for applying for new personal papers and / or payment cards
- 3. Money, Cheques upto Rs.500/- provided there is valid claim under 1 and 2 above

b. Specific Exclusions applicable to Lost Wallet Coverage:

The Company will not pay for

- 1. transportation tickets, or other similar items that were in the lost or stolen wallet other than the Insured's personal papers and payment cards
- 2. losses that are caused by any events other than lost or stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
- 3. Accidental damage to your wallet and items inside;
- 4. any fraudulent/unauthorized charges on the lost or stolen payment cards;
- 5. any identity theft related costs that are caused by lost or stolen person papers or payment cards

c. Specific Conditions applicable to Lost Wallet Coverage:

The Insured must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless the Insured is legally incapable of doing so.

d. Claim Procedure applicable to Lost Wallet Coverage:

In the event of a covered loss:

1. The Insured shall contact at our toll free no. or provide written intimation within 24 hours from the discovery of the incident to obtain a claim form and instructions;



- 2. The Insured must file a policy report within 6 hours from the discovery of the incident;
- 3. The Insured shall complete, sign and return the form with the appropriate documents which include but are not limited to receipts, police reports, and any other documents the insurer may ask the Insured to provide;

The claim form and accompanying documents must be submitted to us within 3 days of making the original claim.

This benefit is over and above the base Sum Insured

e. Territorial Limits:

Worldwide Cover

Endorsement no. 23 - KEY REPLACEMENT COVERAGE:

a. Coverage

The Company will provide cover for

- 1. **Key Replacement** the Company will reimburse the Insured for the cost of replacing his/her residence and/or vehicle keys which are lost or stolen. The covered cost is limited to the money the Insured paid to a locksmith to produce a new key.
- 2. **Break-in Protection** the Company will reimburse the Insured for the cost of replacing the locks and keys if his/her residence or vehicle is broken into. The covered costs include the labour costs or replacing the lock.
- 3. Lock Out Reimbursement the Company will reimburse the Insured for the cost of obtaining a locksmith if the Insured is locked out of his/her residence or vehicle due to the loss or theft of Insured's keys.
- 4. **Rental Car Reimbursement** the Company will reimburse the reasonable cost of a rental car if the Insured's vehicle keys are lost or stolen and it will take more than 24 hours of to replace them.

b. Specific Exclusions applicable to Key Replacement Coverage:

The Company will not pay for:

- 1. Costs other than those listed in the benefits under this cover
- 2. Costs associated with lost or stolen keys for a residence other than the Insured's primary residence
- 3. The cost to replace keys to vehicles that the Insured does not own for personal use;

c. Specific Conditions applicable to Key Replacement Coverage:

For break-in protection claims, the Insured must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless the Insured is legally incapable of doing so.

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 70 of 74



Policy Wordings

Claim Procedure applicable to Key Replacement Coverage:

In the event of covered loss:

- 1. The Insured shall call us at the Toll free no. or provide written intimation within 24 hours of discovering the loss to make a claim and obtain the proper forms and instructions;
- 2. The Insured shall file a police report within 24 hours of discovering a covered incident.
- 3. The Insured shall fill out and return any claim forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents the insurer may ask the Insured to provide;
- 4. The claim form and accompanying documents must be submitted to us within 3 days of making the original claim.

This benefit is over and above the base Sum Insured

d. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within India.

General Exclusions applicable to Optional Covers - Endorsement no. 20-23:

The Company shall not be liable to cover the following:

- 1. Losses that do not occur within the Policy Period;
- 2. Losses that result from or related to business pursuits including the Insured's work or profession;
- 3. Losses caused by illegal acts;
- 4. Losses that you have intentionally caused;
- 5. Losses that result from the direct actions of a relative, or actions that a relative know of or planned.
- 6. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (Whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- 7. Losses due to ionizing radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
- 8. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 9. Losses due to nuclear weapons material.
- 10. Terrorism Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed



for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

General Conditions applicable to Optional Covers - Endorsement no. 20-23

i. Policy Limitation

For each of the coverage, we will pay upto the maximum amount per occurrence and per Policy Period as shown in the Policy Certificate/Schedule.

ii. Claim Procedure

- 1. Insured or the claimant shall give notice to us of any loss arising under this benefit as per the stipulated timelines mentioned under each optional cover from 22-27.
- 2. We shall within 7 days of claim intimation, inform the Insured or claimant of the essential documents and other requirements that should be submitted in support of the said claim.
- 3. Section 5 (A) & (B) of the policy stands modified to this extent as mentioned above.

Endorsement no. 24- ADVENTURE SPORTS COVER:

a. Coverage

The company shall reimburse the medical expenses incurred towards the bodily injury suffered by the Insured person due to engaging in or practicing the Adventure Sporting Activities listed below during the policy period resulting into Death or Permanent total disability, provided that the Adventure Sporting Activities are done for leisure purposes and with a licensed operator.

- (a) Bungee jumping;
- (b) Sky diving;
- (c) Paragliding;
- (d) Mountaineering;
- (e) Hot air ballooning;

The sum Insured under this endorsement is as shown in the certificate of Insurance.

b. Definitions:

For the purpose of this cover, **Adventure Sporting Activities** means those sports/activities which involves speed, height, a high level of physical exertion etc and holds high degree of risk.

c. Specific Exclusions applicable to Adventure Sports Cover:

The Company shall not be liable to cover the following:



- a) Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- b) Any Adventurous activities undertaken by the Insured with a Pre-existing Disease / Condition or without a good health condition.
- c) Any exclusion mentioned in the General Exclusions (except exclusion no.5.2.15) of this policy.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

This benefit is over and above the base Sum Insured.

d. Territorial Limits:

Worldwide Cover

Endorsement no. 25 - Terrorism Cover:

a. Coverage

Notwithstanding any of the exclusions mentioned in the policy wordings, It is hereby understood and agreed that in consideration of payment of additional premium, the policy extends to cover claims due to Terrorism as defined under Terrorism Exclusion Clause forming part General Exclusion no.25 of the policy for Personal Accident Section of the Base Cover.

The expression/s "**terrorism and/or act of terrorism**" shall have the same meaning/s as contained in the General Exclusions forming part of the Policy.

Further it is also hereby declared and agreed that Terrorism / Any act of terrorism resulting in War and War like operations mentioned in General Exclusion No.5.2.25 of the policy also stands deleted.

Endorsement no.26- Outstanding EMI benefit:

Coverage:

In consideration of payment of applicable premium, it is hereby agreed and understood that in the event of any admissible claim under any of the following sections of the policy and if there was any default of EMI payment within 3 months prior to date of diagnosis or Accident, the company will pay an amount equivalent to total defaulted EMI amount upto a maximum of 3 EMIs, excluding EMI default charges or any penal interest, will be paid.

- 1. Base Critical Illness Section
- 2. Base Personal Accident Section
- 3. Endorsement No.1 Critical Illness Extension A
- 4. Endorsement No.2 Critical Illness Extension B

This benefit can be availed along with Endorsement no. 03 Reducing Sum Insured option only for the period of insurance as mentioned in the Policy Certificate.

This cover is subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

*Revision/Inclusion in compliance with IRDAI Circular Ref. IRDAI/HLT/CIR/GDL/31/01/2024 dt. 31st January,2024 sub: Guidelines on providing AYUSH coverage in Health Insurance policies Page 73 of 74 CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



CHOLA MS RAKSHA KAVACH POLICY CHOHLGP20118V011920 Policy Wordings

The claim documentation required for this endorsement is as below:

- Documents as per Base Critical Illness or Personal Accident benefit
- Loan Statement from the Bank / Financial Institution regarding the EMI default with break up on the Regular EMI, default charges or penal interest levied