

Chola MS Event Shield Insurance Policy

CHOPAGP20157V011920 Policy Wording

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Whereas the Insured has made to Cholamandalam MS General Insurance Company Ltd. (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured Beneficiary subject always to the Sum Insured against such loss as is herein provided

1. DEFINITIONS

For the purposes of this Policy, the following capitalized terms shall have the meanings assigned, as set forth below:

- 1) Accident, Accidental –An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2) Acquired Immune Deficiency Syndrome means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immunodeficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Complex)
- 3) Adventure Sports (also called action sports, aggressive sports, and Extreme sports) are certain activities perceived as having a high level of inherent danger and include racing on wheels or horseback, big game hunting, mountaineering, winter sports, Skydiving, Parachuting, Scuba Diving, Riding or Driving in Races or Rallies, Mountain Climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hand gliding, diving or under-water activity river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters
- 4) Authorized Vendor means a person or a Firm/Organization/Entity including online portals authorized by the Organizers of the Insured Event to sell the tickets for entry to the Insured Event and /or Food Items
- 5) ***AYUSH Treatment** refers to the medical and / or hospitalization treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems
- 6) ***AYUSH Hospital**: An AYUSH Hospital is a healthcare facility wherein medical/surgical/para-surgical 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
- 7) **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.



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- 8) **Bodily Injury** means physical bodily harm or injury, sustained because of an Accident occurring during the Insured Event Period for which immediate treatment by a Doctor is necessary, but does not include any mental disease or illness or sickness.
- 9) **Bonafide Ticket**means the Ticketpurchased for the Insured Event by the Insured beneficiary from an Authorized Vendor
- **10)** Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 11) **Cancel/Cancellation/cancelled** means an inability to proceed with the Insured Event prior to Commencement due to any contingency mentioned under Section 1
- 12) Certificate of Insurance means the Certificate issued to the Insured Beneficiary under the Master Policy/Group Policy which contain details such as the Master Policy number, name and address of the Insured Beneficiary, the cover period, details of the Insured Event, the Sum Insured, the Coverage details and other Terms and conditions.
- 13) **Claim** means a claim under a covered Section in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing. However per event limit shown in the policy are applicable separately for each Insured Person even if the claim arises from the same event.
- 14) **Cover Period** means the period as specified in the Certificate of Insurance in which the Insured Event/Events are covered during the Insured Event period as per Terms and Conditions of the Master Policy. The cover period for a single Event Insurance cover starts from the date of purchase of the Bonafide Ticket for an Insured Event and ceases at the end of the scheduled Time and date of the Insured Event . The Cover period for an Annual Policy is for a period of 12 months from the date of payment of Premium . Multiple Events can be covered under Annual Cover Period
- 15) **Emergency Care** means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly and requires immediate care by a medical practitioner to prevent death or serious long-term impairment of the insured Beneficiary's health.
- 16) **Event Organizer** is the Person(s) or Organization/Entity who or which has planned and arranged the Insured Event at the Insured Venue
- 17) **"Expenses"** means the total of all costs and charges incurred by the Insured Beneficiary in the purchase of the Ticket for the Insured Event.
- 18) Family/FamilyMembersmeansInsuredBeneficiary's and/or the Main Artist's spouse, children, Parents, Parents in law and Siblings
- 19) **Food Items** shall mean any edible item including Non-Alcoholic beverages sold at the Venue of Insured event by Authorized Vendors
- 20) Fracture: A fracture is a complete or incomplete break in a bone resulting from the application of excessive force.
- 21) GeographicalLimits means Indianterritory unless specified otherwise
- 22) **Group**: The definition of a group as per the provisions of group guidelines issued by Authority vide circular015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 and further amendments, circulars/guidelines/regulations, if any Issued/that may be issued, from time to time
- 23) **Hospital means** any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act or complies with all minimum criteria as under:



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- i) has qualified nursing staff under its employment round the clock;
- ii) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- iii) has qualified medical practitioner(s) in charge round the clock;
- iv) has a fully equipped operation theatre of its own where surgical procedures are carried out; v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- 24) **Hospitalization**Hospitalization 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 24 consecutive hours.
- 25) **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
 - a) Acute condition 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 A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics: It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests / It needs ongoing or long-term control or relief of symptoms / It requires rehabilitation for the patient or for the patient to be specially trained to cope with it / It continues indefinitely / It recurs or is likely to recur
- **26) Injury means** accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 27) **Insured**: Means the Entities, Organizations, firmsincluding Event Organizers who as Group Manager would like to cover the members of the Group (InsuredBeneficiary) under the Chola MS Event Shield Insurancepolicy.
- **28) Insured Beneficiary** means the Member of the Group who has purchased a Bonafide ticket for the Insured Event from an Authorized Vendor and towhom, in the event of a claim, the Company shall pay the claim amount
- 29) **Insured Event means** a significant occurrence or happening or a social gathering or activity on the specified date(s) at theInsured venue, entry to which is restricted to Bonafide Ticket Holders and specified in the policy schedule. It includes Film shows, sportevents, Cultural events etc. The Insured Beneficiary can avail of Insurance Cover for a Single Insured Event or for multiple Insured Events as per plan chosen under the Annual Cover Peiod.
- **30) Insured Event period** means the period within the Cover period which starts from the scheduled date and time of the commencement of the Insured Event at the Insured venue and ceases at the scheduled date and time of the end of the Insured Event. For avoidance of doubt scheduled date and time of commencement and end of the insured Event at the Insured Venue will be the date and time as published by the Organizers whether on the ticket or elsewhere in the public domain.
- **31) Insured Venue**means the place named in the Schedule where the Insured Event is scheduled to take place. This includes Indoor and Outdoor Venues.
- **32**) **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- 33) Medical Expenses means those expenses that an Insured Beneficiary has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Beneficiary had not been insured and no more than other hospitals



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or doctors in the same locality would have charged for the same medical treatment.

- 34) Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. . He/sheshould not be the insuredBeneficiary or close member of the family.
- 35) **Medically necessary treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
 - i) is required for the medical management of the illness or injury suffered by the insured Beneficiary
 - ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - iii) must have been prescribed by a medical practitioner;
 - iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 36) **Main Artist means** any party who is contracted by the Insured or Organizer of the Event to perform a function critical to successful fulfilment of the Insured Event(s).
- 37) Master Policy/policy means the group Policy issued to the Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance shall be issued to the Insured Beneficiary. It includes any Endorsements attaching to or forming part thereof either on the Cover period or during the Master Policy Period. The validity of the Master Policy shall be for the period as mentioned in the Group Policy Schedule.
- **38)** National/State Mourning means the Period declared by a nation's government which includes the days marking the death or funeral of President/Prime Minister /Chief Minister/Governor or a National leader from that country or elsewhere.
- **39)** Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured Beneficiary thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
- **40) OPD treatment** means the one in which the InsuredBeneficiary visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The InsuredBeneficiary is not admitted as a day care or in-patient.

41) 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.

- 42) Permanent Total Disabilitymeans Medical practitioner certified total, continuous and permanent:
 - i) loss of the sight of both eyes
 - ii) physical separation of or the loss of ability to use both hands and both feet
 - iii) physical separation of or the loss of ability to use one hand and one foot
 - iv) loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot
- 43) **Permanent Partial Disability** means Medical practitioner certified total and continuous loss or impairment of a body part or sensory organ



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- **44) Proposal:** It means any signed proposal by filling up the questionnaires and declarations, written statements and any information regarding the Insured Event to be covered under the Policy, including details of anticipated income and expenditure.
- **45**) **Sum Insured Per Event means** the amount stated in the Schedule, which is the maximum amount (regardless of the number of Claims made or the number of InsuredBeneficiaries who make a Claim) for any one Claim and in the aggregate for all Claims for which the Company will make payment in relation to the Various Sections during the Cover Period

The Sum Insured in the Certificate of Insurance issued under this policy under Section 1 is on First Loss Basis and the condition of Average has been waived

46) Sum Insured Per Year means the amount stated in the Schedule and is applicable for policies taken on annual cover basis, which is the maximum amount (regardless of the number of Claims made or the number of Insured Beneficiaries who make a Claim) for any year of cover period and in the aggregate for all Claims for which the Company will make payment in relation to the Various Sections during the annual Cover Period

The Sum Insured in the Certificate of Insurance issued under this policy under Section 1 is on First Loss Basis and the condition of Average has been waived

- 47) Terrorism: An act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threatthereof, of any person or group(s) of persons, whether acting alone or on behalf of or inconnection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being inforce, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- 48) **Unproven/Experimental treatment:** 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
- 49) We/Us/Our means The Cholamandalam MS General Insurance co ltd
- 50) You/Your: The person (s) named as Insured/ Insured Beneficiary in the Schedule /Certificate of Insurance

2. POLICY COVERAGE:

The Group Manager may opt for any one of the section under the policy and the applicability of the coverage to the beneficiary shall be as specified in the Policy Certificate. However this option shall be exercised at the policy inception by the Group Manager.

Section1-Personal Accident

A. Scope of Cover

I. Accidental Death:

If during the Insured Event period, the Insured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in Death of the insured person within twelve (12) months from the Date of accident, then the Company agrees to pay the Sum Insured stated in section 10f the Policy Schedule/Certificate of Insurance, to the Insured Beneficiary's or to the Nominee or legal representative as the case may be



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II. **PERMANENT TOTAL DISABILITY:** If during the Insured Event Period the Insured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in permanent total disability within twelve (12) months from the Date of accident, then the Company agrees to pay the **Insured** Beneficiary the percentage shown in the Table below applied to the Sum Insured shown under Section 1 of the Certificate of Insurance

Benefits	Percentage of Sum Insured
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye	100%
Comatose State	100%

Definitions

"Coma" means a profound state of unconsciousness where the patient cannot be awakened, fails to respond normally to pain or light, does not have sleep-awake cycles and cannot take voluntary actions and Comatose means a state of Coma.

III. **PERMANENT PARTIAL DISABILITY:** If during the Insured Event periodthe Insured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in permanent partial disability within twelve (12) months from the Date of accident, then the Company agrees to pay the percentage shown in the table below applied to the Sum Insured shown under the section 1 of the Certificate of Insurance. The **Company's** maximum liability however shall not exceed 100% of the **Sum Insured**.

Benefits	Upto Percentage of Sum Insured		
i. Loss of toes – all	20%		
Loss of Great toe- both phalanges	5%		
Loss of Great toe – one phalanx	2%		
Loss of Other than great toe, if more than one toe lost, each	2%		
ii. Loss of hearing – both ears	60%		
iii. Loss of hearing – one ear	30%		
iv. Loss of speech	60%		
v. Loss of four fingers and thumb of one hand	40%		
vi. Loss of four fingers	35%		



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vii. Loss of thumb – both phalanges	25%
Loss of thumb- one phalanx	10%
viii. Loss of index finger –three phalanges or two phalanges or one phalanx	10%
ix. Loss of middle finger –three phalanges or two phalanges or one phalanx	6%
x. Loss or ring finger – three phalanges or two phalanges or one phalanx	5%
xi. Loss of little finger – three phalanges or two phalanges or one phalanx	4%
xii. Loss of metacarpals – first or second, third, fourth or fifth	3%
xiii. Loss of Sense of smell	10%
xiv. Loss of Sense of taste	5%
xv. Loss of Sight of one eye	50%
xvi Loss of One hand	50%
xvii. Loss of One foot	50%
xviii. Any other permanent partial disablement	Percentage as assessed by the panel doctor of the Company

If the **Accidental Injury**sustained by the **Insured** causes a subsequent claim by him under Death or Permanent Total Disablement, then this part of the coverage shall not be applicable and the amounts payable under the coverage of Death or Permanent Total Disablement shall be reduced by the amount of any payment made under this coverage.

Section 2-FRACTURE CARE

A. Scope of Cover

If during the Insured Event period,theInsured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in Fracture/s of Bone/s, then the Company will pay the percentage shown in the benefit table below applied to the Fracture Care Sum Insured shown under the Fracture Care section of the policy schedule/Certificate of Insurance, subject otherwise to all other terms, conditions and Exclusions of the Policy.

S. No.	Nature of fracture	%age of Sum Insured
1	Fractures of hip or pelvis (excluding thigh or coccyx):	
	a) Multiple fractures (at least one compound & one complete)	100%
	b) All other compound fractures	50%
	c) Multiple fractures, at least one complete	30%
	d)All other fractures.	20%
2	Fractures of thigh or heel:	



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	a) Multiple fractures (at least one compound & one complete)	50%
	b) all other compound fractures	40%
	c)Multiple fractures, at least one complete	30%
	d) All other fractures	20%
3	Fractures of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding colle's-type fracture): -	
	a) Multiple fractures (at least one compound & one complete)	40%
	b) All other compound fractures	30%
	c)Multiple fractures, at least one complete	20%
4	Fractures of Lower Jaw:	
	a) Multiple fractures (at least one compound & one complete)	30%
	b) All other compound fractures	20%
	c)Multiple fractures, at least one complete	16%
	d)All other fractures	8%
5	Fractures of Shoulder Blade, Kneecap, sternum, Hand (excluding	
	fingers and wrist), Foot (excluding toes and heel):	
	a) All compound fractures	20%
	b) All other fractures	10%
6	Colle's type fracture to the Lower Arm:	
	a) Compound	20%
	b) Other	10%
7	Fractures of Spinal Column (all vertebrae but excluding coccyx):	
	a) Resulting in spinal cord damage	100%
	b) All compression fractures	20%
	c)All spinous, transverse process or pedicle fractures	20%
	d)All other vertebral fractures	10%
8	Fractures of Rib or Ribs, Coccyx, Toe and toes, finger or fingers:	
	a) Multiple fractures (at least one compound & one complete)	16%
	b) All other compound fractures	12%
	c)Multiple fractures, at least one complete	8%
	d)All other fractures	4%
	2) Fracture of all ribs and breast bone)	50%
9	Fractures of Cheekbone, Upper Jaw, Nasal bone:	
	a) Multiple fractures (at least one compound & one complete)	16%
	b) All other compound fractures	12%
	c)Multiple fractures, at least one complete	8%
	d)All other fractures	4%
	2) Other skull bone fractures (excluding teeth)	30%



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B. Definitions specific to this Benefit: For the purpose of this cover:

- i. Pelvis means all pelvic bones, which shall be treated as one bone. The sacrum is part of the vertebral column.
- ii. Skull means all skull and facial bones, (excluding nasal bones and teeth) which shall be treated as one bone.
- iii. Arm excludes wrist, hand fingers and colles or similar fractures.
- iv. Leg excludes ankle, foot, toes and potts or similar fractures.
- v. Osteoporosis means thinning of the bone out of proportion to age.

C. Specific Conditions applicable to FRACTURE CARE:

- 1) No Benefit will be paid before any fracture is recognized medically and a physician has established the extent and nature of the fracture.
- 2) The total amount payable under this Section, in respect of more than one fracture to the same Bodily Injury, will be calculated by adding the various benefits together, but shall not exceed the total Sum Insured.
- 3) If an Accident involves broken bones/fractures and also results in claim under Section 1, then the claim payable shall not exceed the higher of the amount payable under Section 1 or section 2. In the event if any payments are made prior to claim under Section 1, the same shall be set-off/adjusted/ recovered against benefits payable under Sec 1.
- 4) This benefit shall not cover any fractures resulting from Osteoporosis or a malignant disease where this condition has been diagnosed prior to the fracture occurring.

D. Specific Exclusions applicable to FRACTURE CARE:

This policy shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by the **Insured Beneficiary** suffering from sickness of disease not resulting in bodily injury
- 2) Any fracture resulting from Osteoporosis or a malignant disease where this condition has been diagnosed prior to the fracture occurring.

Section 3-*HOSPITAL CASH BENEFIT

A. Scope of Cover

If during the Insured Event period the Insured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in Hospitalization including AYUSH treatment in a AYUSH Hospital, as defined in the policy, then the Company will pay per day benefit amount for each completed and consecutive period of 24 hours of Hospitalization and the per day benefit would be as specified under the Policy Schedule/Certificate of Insurance for a maximum period of days per event as specified in policy schedule), subject otherwise to all other terms, conditions and Exclusions of the Policy.

B. Specific Exclusion Applicable to Hospital Cash Benefit:

We will not be liable to make any payment under this Policy under any circumstances, for any claim directly attributable to, or based on, or arising out of, or connected with any of the following

- 1) Any Hospitalization for an existing disability from a previous Accident which has occurred prior to the first inception of this Policy.
- 2) Any stay in Hospital for an Injury due to Accident without undertaking any treatment.



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- 3) Any Hospitalization for Accidental Injury aggravated by an existing disability or pre-existing illness / condition / injury.
- 4) Any Hospitalization due to an Accidental Injury where the treatment is undertaken by a family member and selfmedication or any treatment that is not scientifically recognized.
- 5) Vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- 6) Vitamins and tonics unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
- 7) Cosmetic or plastic Surgery: Code Excl08: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- 8) Treatment taken from persons not registered as Medical Practitioners under respective Medical Councils.
- 9) Any other medical or surgical treatment except as may be necessary solely as a result of Injury.
- 10) Any treatment taken outside India.
- 11) *Treatment other than Allopathy and AYUSH

Section 4-*Food Poisoning Treatment cover:

A. Scope of Cover

If the Insured Beneficiary undergoes medical treatment including AYUSH treatment in a AYUSH Hospital, as defined in the policy, for food poisoning either on inpatient basis or outpatient basis, occurring within 24 hours of consumption of food Items purchased from an authorized Food outlet at the Insured Venueand consumed during the Insured Event period, then the Company will pay the Medical Expenses upto the Sum Insured stated under the section "Food Poisoning Treatment Cover" in the Policy schedule/Certificate of Insurance. The Medical expenses payable shall consist of the following heads:

- i. Room rent, boarding expenses including Intensive Care Unit, if incurred
- ii. Nursing Charges
- iii. Consultation fees
- iv. Anesthesia, blood, oxygen, operation theatre charges, surgical appliances
- v. Medicines, drugs and consumables,
- vi. Diagnostic procedures,
- vii. The Cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure.
- viii. Physiotherapy expenses as recommended by the treating Doctor

B. Specific Exclusion Applicable to Food Poisoning Treatment cover*:

No indemnity is available hereunder for any Claim directly caused by, based on, arising out of or howsoever attributable to any of the following.

- 1) Any OPD treatment/Hospitalization for Food Poisoning which has occurred prior to the Insured Event period
- 2) Any stay in Hospital without undertaking any treatment.



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- 3) Any OPD Treatment /Hospitalization for food poisoning after 24 hours of consumption of food during the Insured Event Period.
- 4) Any OPD treatment / Hospitalization due to food poisoning where the treatment is undertaken from a family member and self-medication or any treatment that is not scientifically recognized.
- 5) Vaccination and inoculation of any kind unless forming part of treatment for food poisoning as prescribed by the Medical Practitioner.
- 6) Code Excl14 Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalisation claim or day care procedure.
- 7) Treatment taken from persons not registered as Medical Practitioners under respective Medical Councils.
- 8) Any other medical or surgical treatment except as may be necessary solely for treatment of food poisoning.
- 9) Any Treatment taken outside India
- 10) *Treatment other than Allopathy and AYUSH
- Unproven Treatments Code Excl16: Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

GENERAL EXCLUSIONS: Applicable to Sections1,2,3 and 4

We will not be liable to make any payment under this Policy under any circumstances, for any claim directly attributable to, or based on, or arising out of, or connected with any of the following:

1. Pre-Existing Diseases – Code – Excl01:

- a. Expenses related to the treatment of a Pre-Existing Disease(PED) and its direct complications shall be excluded until the expiry of 36 months of continuous coverage after the date of inception of the first policy with insurer.
- b. In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
- c. If the Insured Person is continuously covered without any break as defined under the portability norms stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.
- d. Coverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.

A. EXCLUSIONS

2. Investigation & Evaluation – Code – Excl04:

- a. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded
- b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

3. Rest Cure, rehabilitation and respite care – code – Excl05:

a. Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:



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- i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
- ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.
- 4. **Hazardous or Adventure sports: Code Excl09**: Expenses related to any treatment, necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- 5. Breach of law: Code Excl 10 : Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

6. Maternity: Code – Excl18:

- i. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalisation) except ectopic pregnancy;
- ii. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
- 7. Through suicide, attempted suicide (whether sane and insane) or intentionally self-inflicted injury or illness,
- 8. While under the influence of liquor or drugs, alcohol or other intoxicants,
- 9. Arising out of your participation in any police,naval, military or air force operations whether peace or in war in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic,
- 10. Your consequential losses of any kind or your actual or alleged legal liability.
- 11. Venereal or sexually transmitted diseases,
- 12. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority, or
- 13. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel,
- 14. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment,
- 15. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines;
- 16. Any claim caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the cover date
- 17. Expenses incurred on neck belts, wrist bandages, walking sticks, abdomen belts, CPAP and any other similar external aid /devices, the use of which has been necessitated following an accident.

Section 5-EVENT CANCELLATION by Event Organizer

A. Scope of Cover



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Policy Wording

The Company shall reimburse the non-refundable expenses incurred by the Insured Beneficiary for Purchase of a Bonafide ticket subject to maximum of sum insured if during the Cover Period the Event Organizer cancels the Insured Event prior to its commencement due to:

- 1) Loss or damage to the Insured Venue arising out of: Risk of fire, lightning, explosion, riot, strike & malicious damage, impact damage, aircraft damage, storm, cyclone, typhoon, tempest, hurricane, tornado, flood & inundation, subsidence, landslide (including rockslide), earthquake
- 2) Government directive specifically intended to cancel the insured event and/or similar event(s) due to National Mourning provided the Insured Event is scheduled during the period of National Mourning
- 3) Bandh /Civil Unrest resulting in the imposition of law/laws banning congregation of persons by Government at the Insured Venue and/or in the vicinity of the Insured Venue where the Insured Event is intended to be held.
- 4) Adverse Weather conditions, Unseasonal Rains at the Insured Event Venue which necessarily prevents the Insured event from occurring on the scheduled date and time
- 5) Non-Appearance of the Main Artist/Performer on the date of the Insured event due to any of the following reasons
 - a) Death of the Main Artist by Accident or Illness Prior to the start of the insured Event
 - b) Personal injury, either temporary or permanent to Main Artist which renders him/her incapable of appearing and/or Performing at the insured event
 - c) Hospitalization of the Main Artist due to Illness
 - d) Death of or Accident /Illness to the Family member of the Main Artist resulting in Hospitalization which renders the Main Artist / in capable of appearing and performing at the Insured Event
 - e) Complete breakdown of transportation services due to Adverse weather Conditions, Riots and Strike which prevents the Main Artist from reaching the venue
 - f) Non-Appearance of the Main Artist due to delay of his/herscheduled flight by more than 24 hrs. from the scheduled arrival time at an airport nearest to the venue.
 - g) Non-Appearance of the Main Artist for the Insured Event at the Insured Event due to Financial Dispute with the Event Organizers

B. Exclusions applicable EVENT CANCELLATION by Event Organizer

No indemnity is available hereunder for any Claim directly caused by, based on, arising out of or howsoever attributable to any of the following.

- 1) If on account of the Cancellation of the Insured Event, the Insured has received full refund from the Event Organizer
- 2) Death, accident, illness, non-appearance of an Individual person other than Main Artist
- 3) Non-Appearance of any Main Artist due to such person committing self-injury, suicide or attempting suicide.
- 4) Non-Appearance of the insured artist/ performer due legal, government cases, litigations, summons etc.
- 5) Cancellation of the eventdue to non-granting or withdrawal of permission by any local, state or central authority.
- 6) Cancellation and/or abandonment of the Insured Event by the Event Organizer after the Commencement of the Insured Event
- 7) Cancellation of the Insured Event by the Event Organizer due to lack of funds, errors or omissions
- 8) Cancellation of the Insured Event due to Arrest or imprisonment of the Named Artist or Event Organizer for any criminal activity.
- 9) Cancellation of the Insured Event by the Event Organizer arising out of fear, threat or hoax of terrorism or any act of Terrorism



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- 10) Cancellation of event due to Contractual disputes between the Event Organizer and the Main Artist except Financial Dispute
- 11) Cancellation of the event due to Industrial Disputes /Industrial Action whether actual or Threatened
- 12) Cancellation of Event due to Pandemic outbreak

Section 6- Ticket Cancellation by Insured Beneficiary

A. Scope of Cover

The Company shall reimburse the non-refundable expenses incurred by the Insured Beneficiary for Purchase of a Bonafide ticket from an Authorized Vendor, subject to maximum of sum insured, if during the Cover Period the Insured Beneficiary cancels the Ticket Prior to the commencement of the Insured Event due to:

- 1) Death of or Accident or illness to Family Member of the Insured Beneficiary resulting in Hospitalization due to which the Insured Beneficiary cannot attend the Insured Event
- 2) Complete breakdown of transportation services due to Adverse Weather Conditions and /or Unseasonal Rains, Riot and Strike which prevents the Insured Beneficiary from reaching the Insured Venue.

B. Exclusions

No indemnity is available hereunder for any Claim directly caused by, based on, arising out of or howsoever attributable to any of the following.

- 1) If the Insured Beneficiary has received full refund from the Event Organizer of the Insured Event
- 2) In respect of any claim which is indemnifiable under section 1 of the policy
- 3) If the ticket is cancelled due to any other reason except as provided in Scope of Cover (1) and (2)
- 4) If the Ticket is cancelled after the Commencement of the Insured Event even if the Insured Beneficiary has not been able to attend the event for any reason.
- 5) If the Ticket is cancelled by the Insured Beneficiary due to postponement or re scheduling of the Insured Event
- 6) If the cancelled ticket is not a Bonafide ticket purchased from an Authorized Vendor

3. GENERAL EXCLUSIONS: (Applicable to SECTIONS 5 and 6):

- 1) Any expenses incurred if the Insured Event is cancelled by Insured/Event Organizer or the Ticket is cancelled by the Insured Beneficiary due to war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 2) Any expenses incurred if the Event is cancelled by Insured/Event Organizer or the Ticket is cancelled by the Insured Beneficiary, directly or indirectly, arising out of or attributable to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear weapons material or from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERS



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- 1) **Reasonable Care**the Insured/Insured beneficiary shall take all reasonable steps to safeguard against any action, any accident or injury that may give rise to any claim under this policy
- 2) **Incontestability and Duty of Disclosure** The policy/Certificate of Insurance shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured /Insured beneficiary or any one acting on his behalf to obtain any benefit under this policy.
- 3) **Observance of terms and conditions** The due observance and fulfilment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured/ InsuredBeneficiary, shall be a condition precedent to any liability of the Company to make any payment under this policy.
- 4) Entire Contract This Policy/Certificate of Insurance together with the Proposal Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance. No change in this Policy/Certificate of Insurance shall be valid until approved by Our authorized officer and such approval is endorsed hereon. No agent has authority to change this Policy/Certificate of Insurance or to waive any of the provisions of this Policy/Certificate of Insurance.
- 5) **Notification of Changes** It is a condition precedent to Our liability to make any payment under this Policy/Certificate of Insurance thatthe Insured /Insured Beneficiary shall give Us written notice immediately of any change in the address, and any other changes affecting the Insured/ any Insured Beneficiary.
- 6) **Communications** Any communication meant for Us must be in writing and be delivered to Our address shown in the Schedule. Any communication meant for the Insured /Insured Beneficiary will be sent by Us to Your address shown in the Schedule.
- 7) **No constructive Notice** Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
- 8) **Special Provisions** Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.
- 9) **Territorial Limits** All covers are restricted within India only. Our liability to make any payment shall be to make payment within India and in Indian Rupees only
- 10) **Consideration**the Policy is issued subject to payment of premium in advance. No payment shall be valid unless made under our official receipt. The cover shall not be valid prior to the date and time of receipt of premium.



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11) Automatic Termination of Cover for Insured Beneficiary The cover for the Insured Beneficiary shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage Death or Permanent Total Disability.

12) Terms of Renewal

- i) The policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or noncooperation by the insured/Insured Beneficiary
- ii) Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from the Product Management Committee of the Company.
- iii) The loadings on renewals shall be in terms of increase or decrease in premiums offered for the entire portfolio and shall not be based on any individual policy claim experience

Note: The cover for the member shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage Death or Permanent Total Disability and no Renewal of contract will be permissible

13) Reimbursement Claim Procedure of All Sections

- **1.** If the Claim is for payment of non-refundable expenses due to Cancellation of Event by Event Organizer or cancellation of Ticket by Insured Beneficiary, then as a condition precedent to our liability
 - a. The Insured Beneficiary or any person claiming on his behalf must inform us in writing immediately and in any event within 7 days from the date of event cancellation or Ticket cancellation as the case may be, and submit all documents to within 30 days of the intimation
 - b. The insured Beneficiary should lodge a claim immediately on the event Organizer for refund of the Ticket expenses and make all efforts to obtain refund
- 2. If the Insured Beneficiary meets with any Accidental Bodily Injury/ or suffers from food poisoning that may result in a claim, then as a condition precedent to our liability:
 - a. Policyholder or the Insured Beneficiary or someone claiming on his/her behalf must inform us in writing immediately and in any event within 7 days from the date of the accident and submit all documents to us within 30 days from the date of intimation.
 - b. Insured Beneficiary must immediately consult a Doctor and follow the advice and treatment that he recommends.
 - c. Insured Beneficiary must take reasonable steps to lessen the consequence of Bodily injury. /food poisoning
 - d. Insured Beneficiary should allow examination by our medical advisors if we ask for this.
 - e. Insured Person/Beneficiary or someone claiming on his/her behalf must promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it.

*Note: Waiver of conditions 1(a) and 2(a) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the Insured Beneficiary was placed, it was not possible for the Insured Person or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit.



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14) List of Claim documents:

List of Claim documents for Accidental Death

- a. Duly Completed Claim Form signed by Nominee/ legal heir of the Insured Beneficiary.
- b. Copy of address proof (Ration card or electricity bill copy).
- c. Attested copy of Death Certificate.
- d. Burial Certificate (wherever applicable)
- e. Attested copy of Statement of Witness, if any lodged with police authorities.
- f. Attested copy of FIR / Panchanama / Inquest Panchanama.
- g. Attested copy of Post Mortem Report (only if conducted).
- h. Attested copy of Viscera report if any(Only if Post Mortem is conducted).
- i. NEFT details & cancelled cheque of Nominee/ legal heir of the Insured Beneficiary
- j. Original Certificate of Insurance

List of Claim documents for Permanent Total Disability and Permanent Partial Disability

- a. Duly Completed Claim Form signed by InsuredBeneficiary
- b. Attested copy of disability certificate from Civil Surgeon of Government Hospital stating percentage of disability.
- c. Attested copy of FIR. (If required)
- d. All X-Ray / Investigation reports and films supporting to disability.
- e. NEFT details & cancelled cheque of Insured Beneficiary
- f. Original Certificate of Insurance

List of Claim Document Specific to Fracture Care Cover

- a. Duly completed claim form signed by the Claimant
- b. X Ray confirming the fracture & site of fracture
- c. Certificate from Treating surgeon with extent of Injury, cause of injury, site of Injury & date of injury
- d. Treatment details
- e. Discharge summary (ifHospitalized)
- f. Attested copy of FIR. (Where applicable)
- g. NEFT details & cancelled cheque of Insured Beneficiary

List of Claim Documents Specific to Hospital Cash Benefit Cover

- a. First Consultation letter from the Doctor
- b. Duly completed claim form signed by the Claimant
- c. Hospital Discharge Card
- d. Other documents as may be required by the Company to process the claim

List of Claim Documents Specific to Food poisoning treatment cover

- a. First Consultation letter from the Doctor
- b. Duly completed claim form signed by the Claimant



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- c. Hospital Discharge Card(if admitted)
- d. Hospital Bill Money Receipt
- e. All Laboratory and Diagnostic Test Reports. E.g. X-Ray, E.C.G, USG, MRI Scan, Hemogram, etc.
- f. Other documents as may be required by the Company to process the claim

List of Documents for ticket cancellation claims:

- a. Written communication from Insured/Event Organizer regarding the reasons for cancellation of the event
- b. Written communication from Insured/Event Organizer regarding the amount due as refund of Ticket due to cancellation of event
- c. Intimation to the Company by the Insured Beneficiary regarding reasons for cancellation of Ticket to the Insured event and documentary evidence
- d. Cancelled Ticket /copy of cancelled Ticket by Insured Beneficiary

Note: If the original documents are submitted with the other insurer, the Xerox copies attested by the other insurer should be submitted

All documents related to claims should be submitted 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: <u>customercare@cholams.murugappa.com</u>

15) **Physical Examination** Any medical official or other agent of the company shall be allowed to examine the Insured Beneficiary in case of claim under sections 3,4,5 or 6 when and as often as may be reasonably be required on behalf of the Company.

16) Paying a Claim

- a. The Insured agrees that We need only to make payment when the Insured Beneficiary or someone claiming on his/her behalf has provided Us with necessary documentation and information.
- b. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, we will pay Your heir, executor or validly appointed legal representative and any payment We make in this way will be a complete and final discharge of Our liability to make payment.
- c. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days settlement of the claim to the Insured Beneficiary. Upon acceptance of an offer of settlement by the Insured Beneficiary, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured Beneficiary. In the



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cases of delay in the payment, we shall be liable to pay 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 by it.

- d. If We, for any reasons decide to reject the claim under the policy the reasons regarding the rejection shall be communicated to the InsuredBeneficiary in writing within 30 days of the receipt of documents. Insured Beneficiary may take recourse to the Grievance Redressal procedure stated under the Policy.
- 17) **Nomination** The insured Beneficiary is mandatorily required at the inception of the Policy/Certificate of Insurance to make a nomination for the purpose of payment of claims under the policy in the event of death of insured Beneficiary. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.
- 18) **Limitation Period** It being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be
- 19) **Fraudulent Claims** If You make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited.

20) Validity of Certificate of Insurance

Subject to provision relating to cancellation, the validity of Your Certificate of Insurance will cease automatically if any of the following events occur:

A. In case of Single Event Insurance Cover

- a) The Payment of Claim under Section 1 or
- b) The expiry of the Cover period/Insured Event Period

B. In case of an Annual Policy

- a) Payment of Death Claim under section 1 or
- b) Exhaustion of per year Sum Insured under the opted section (in case of only one section being opted) or exhaustion of per year sum insured under all opted sections (in case of multiple sections being opted)
- c) The end of cover period

21) Cancellation

1. Cancellation of Certificate of Insurance by Insured beneficiary- Single Event (Where Insured Beneficiary has paid the premium)

The Insured Beneficiary may cancel the Insurance Certificate issued prior to the commencement of the Insured Event Period. The Company shall refund the premium in full after deducting 25% of the Premium towards administrative Expenses. No refund is payable in respect of cancellation after the commencement of Insured event period

2. Cancellation of Certificate of Insurance by the Insured Beneficiary- Annual Policy (Where Insured



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Beneficiary has paid the premium)

The Insured Beneficiary may cancel the Certificate of Insurance to him/her at any time during the Cover Period by giving 15 days written notice and if no claim has been made then the Company shall refund premium, by deducting short term Premium, for the unexpired Policy Period as per the rates detailed below.

PERIOD ON RISK

RATE OF PREMIUM REFUNDED

Upto one month Upto three months Upto six months Exceeding six months 75% of annual rate 50% of annual rate 25% of annual rate Nil

No refund of premium shall be due on cancellation of Policy under any circumstances for those Beneficiaries who have made claim under the Policy.

3. Cancellation by the Insured before the expiry of Master Policy/Certificate of Insurance (Applicable in all cases where the entire premium is borne and paid by the Insured)

During the Policy Period of the Master Policy, the Insured may cancel the Master Policy at any time by giving at least 15 days written notice to the Company. All the Certificates of Insurance issued under the Master Policy shall stand automatically cancelled from the effective date of cancellation of master policy. The cancellation is subject to premium refund as below:

- a. Inrespect of the Certificate of Insurances, issued with single event cover, cancelled by the Insured prior to commencement of the Cover Period, the Company will refund the remaining premium amount after retention of Rs.100 towards administrative costs per Certificate of Insurance.
- b. In respect of the Certificates of Insurance, issued with single event cover, cancelled by the Insured, after the date of commencement of the Cover Period, no refund shall be payable.
- c. In respect of the Certificates of Insurances, issued with annual cover, cancelled by the Insured after the date of commencement of the cover period, the Company will refund the premium to the Insured as per the following scale in respect of those Certificates of Insurance in which no claims has been lodged.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Upto one month	75% of annual rate
Upto three months	50% of annual rate
Upto six months	25% of annual rate
Exceeding six months	Nil

- d. No refund of premium shall be due on cancellation of Certificate of Insurance if a claim has been made by the Insured Beneficiary.
- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of Certificate of Insurance.

4. Cancellation of Master Policy/Certificate of Insurance by the Company

i) Under normal circumstances the policy shall not be cancelled by the company except on the grounds of



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Fraud, misrepresentation or non-disclosure of material facts or non-cooperation by the Insured Beneficiary. Provided however if Certificate of Insurance is cancelled due to Fraud, mis-representation or non-disclosure of material facts by the Insured and Insured Beneficiary then the premium shall be forfeited and no refund of premium shall be made by the Company.

- ii) Subject to the above, the Master Policy may be cancelled by the Company at any time before the expiry of the Policy Period of Master Policy by giving at least 15 days written notice to the Insured. All the Certificates of Insurance issued under the Master Policy shall stand automatically cancelled from the effective date of cancellation of master policy. Provided however if the Company cancels the Master Policy even then the respective Certificate of Insurance/s issued to various Insured Beneficiaries shall be valid for the Cover Period, in respect of single event cover where the insured event has already commenced.
- iii) In respect of the Certificate of Insurances, issued for single event, cancelled by the Company prior to commencement of the Cover Period, the Company will refund 100% of the premium to the Insured.
- iv) In respect of the Certificate of Insurance, issued for annual cover, is cancelled by the Company after the commencement of the Cover Period, the Company shall refund to the Insured a pro-rata premium for the unexpired Cover Period in respect of the Certificates of Insurance issued prior to the date of cancellation on which no claim has been lodged.
- v) No refund shall be made in respect of Certificates of Insurance cancelled by the Company on which claim has been lodged by the Insured Beneficiary or a person on behalf of the Insured Beneficiary.
- vi) For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the Certificate of Insurance is cancelled.
- 22) Subrogation(Applicable only to indemnity sections under the Policy): The Insured Person and any claimant under this Policy shall do whatever is necessary to enable the Company to enforce any rights and remedies or obtain relief from other parties to which the Company would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Insured Person's indemnification by the Company.

23) Multiple Policies:

- 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.



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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.
- 24) **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.

- 25) **Applicable Law** Indian law governs the construction, interpretation and meaning of the provisions of this Policy and the relationship between us. The section headings in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.
- 26) **Policy Disputes** Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the InsuredBeneficiary and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

27) Assignment

The policy can be assigned subject to applicable laws.

28) Grievance Redressal Mechanism:

Mechanism for Grievance Redressal:-

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

Website : <u>www.cholainsurance.com</u>

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 turn around time for resolution and complaint registration details.



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• 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	
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>	



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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>	
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>	



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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>	
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,	i indaman & rucobar Islands.
KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124340	
Fax: 033 - 22124341	
Email: bimalokpal.kolkata@ecoi.co.in	
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>	



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	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.
PATNA- Shri N. K. Singh	Bihar, Jharkhand.
Office of the Insurance Ombudsman,	
1st Floor,Kalpana Arcade Building,, Bazar Samiti Road,	
Bazar Samu Koad, Bahadurpur,	
Patna 800 006.	
Tel.: 0612-2680952	
Email: <u>bimalokpal.patna@ecoi.co.in</u>	
Email: omaioxpai.patila@ccoi.co.m	



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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>	



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5. <u>PLAN DETAILS:</u>

Per Event Sum Insured Limits					
Plan/Section	Cover	Plan 1	Plan 2	Plan 3	Plan 4
Section 1	Personal Accident	₹ 1,00,000	₹ 3,00,000	₹ 5,00,000	₹ 5,00,000
Section 2	Fracture Care	₹ 50,000	₹ 75,000	₹ 1,00,000	₹ 1,00,000
Section 3	Hospital Cash Benefit-Per Day	₹ 500	₹ 1,000	₹ 1,500	₹ 1,500
	Hospital Cash Benefit-Maximum Number of Days	10	10	10	20
Section 4	Food Poisoning Treatment cover	₹ 5,000	₹ 10,000	₹ 15,000	₹ 15,000
Section 5	Event Cancellation by Event Organiser	₹ 5,000	₹ 10,000	₹ 15,000	₹ 20,000
Section 6	Ticket Cancellation by Insured Beneficiary	₹ 5,000	₹ 10,000	₹ 15,000	₹ 20,000
	Per Year Sum Insured Limits (applica	able for Annu	ual Cover)		
Plan/Section	Cover	Plan 1	Plan 2	Plan 3	Plan 4
Section 1	Personal Accident	₹ 2,00,000	₹ 6,00,000	₹ 10,00,000	₹ 10,00,000
Section 2	Fracture Care	₹ 1,00,000	₹ 1,50,000	₹ 2,00,000	₹ 2,00,000
Section 3	Hospital Cash Benefit-Per Day	₹ 500	₹ 1,000	₹ 1,500	₹ 1,500
	Hospital Cash Benefit-Maximum Number of Days per year	20	20	20	40
Section 4	Food Poisoning Treatment cover	₹ 10,000	₹ 20,000	₹ 30,000	₹ 30,000
Section 5	Event Cacnellation by Event Organiser	₹ 10,000	₹ 20,000	₹ 30,000	₹ 40,000
Section 6	Ticket Cancellation by Insured Beneficiary	₹ 10,000	₹ 20,000	₹ 30,000	₹ 40,000