

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: customercare@cholams.murugappa.com; website: www.cholainsurance.com

IRDA Regn. No.123; PAN AABCC6633K; CIN U66030TN2001PLC047977

**INDIVIDUAL PERSONAL ACCIDENT INSURANCE**

CHOPAIP419V022021

PROSPECTUS

This 24*7 worldwide Personal Accident policy is intended to compensate for any financial loss caused by an accident and which results in loss of life or injury.

Individual Policies will be issued to the customers.

Persons who can be covered:

- Self + Spouse – 18 – 69 Years
- Upto 2 Children – 06 months to 23 Years

Policy Tenure:

- One Year

Sum Insured Options:

- 10/15/25 Lakhs

Documents required for Policy Issuance:

Following documents are required for Sum Insured above 25 lacs

- ITR Proof
- Form 16
- Pay slip

Coverage:

- ✓ Accidental Death Benefit
- ✓ Permanent Total Disability Benefit
- ✓ Permanent Partial Disability Benefit
- ✓ Accidental Medical Reimbursement
- ✓ Weekly Benefit
- ✓ Modification of Residential Accommodation and Vehicle
- ✓ Education Benefit for Children
- ✓ Broken Benefits

Accidental Death

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

Permanent Total Disablement

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of Injury, causing the Insured Person Permanent Total Disability and if such disability has continued for a period of 12 consecutive months, We will pay the Insured Person the percentage of the Sum Insured shown in the table below:

Disability	% of SI
Loss of sight of both the eyes	100%

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

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

Permanent Partial Disablement

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

Sl No	Disability	Upto % of SI
1.	Loss of toes – all	20%
	Loss of great toe: – both phalanges	5%
	Loss of great toe: – one phalanges	2%
	Loss of Other than great toe, if more than one toe lost, each	2%
2.	Loss of hearing – both ears	60%
3.	Loss of hearing – one ear	30%
4.	Loss of speech	60%
5.	Loss of four fingers and thumb of one hand	40%
6.	Loss of four fingers	35%
7.	Loss of thumb – both phalanges	25%
	- One phalanx	10%
8.	Loss of index finger – three phalanges or two phalanges or one phalanx	10%
9.	Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
10.	Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
11.	Loss of little finger – three phalanges or two phalanges or one phalanx	4%
12.	Loss of metacarpals – first or second, third, fourth or fifth	3%
13.	Sense of smell	10%
14.	Sense of taste	5%
15.	Sight of one eye	50%
16.	One hand	50%
17.	One foot	50%

Special Conditions (applicable to Death, Permanent Total Disability, Permanent Partial Disability):

1. If the accident impairs a number of physical functions, the degree of disablement given in the Table of Benefits will be added together, but liability in any case shall not exceed 100% of the Accidental Death Sum Insured.

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2. In the event of an accident to the Aircraft in which the Insured Person is traveling as a fare paying passenger and the body of the Insured Person cannot be located within 365 days from the date of such accident, then We shall pay 100% of the Sum Insured for Death Cover towards loss of life.
3. In the event of Permanent Total Disablement or Permanent Partial Disablement, Insured Person will be under obligation:
 - a) To have himself/herself examined by doctors appointed by Us and We will pay the costs involved thereof.
 - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply us any information that may be required. If the obligations are not met with, We may be relieved of our liability to pay.
4. The policy will remain live till 100% of the Sum Insured under any one of the Coverage 2.1 or 2.2 is exhausted.
5. Compensation for any other disability arising out of accident to the insured individual/member and not specified above will be decided as assessed by the attending doctor of the Insured and validated on the advise of the Company's panel of medical practitioner

a. Repatriation of mortal remains

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

b. Cost of Cremation Ceremony

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

c. Ambulance Charges

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

Accident Medical Reimbursement

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of Accidental Injury, We will reimburse the Insured the cost of treatment including AYUSH treatment as defined in the policy, by a Medical Practitioner, use of Hospital facilities for medical treatment of Injury arising out of an Accident and for which there is a valid claim under this policy, subject to a maximum of 40% of admissible claim amount or 10% of principal Sum or the actuals, whichever is less.

Exclusions (specific to this coverage)

In addition to the Exclusions listed under 3. Exclusion below, this policy shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly, wholly or partly by:
 - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;

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- 2) Treatment of hernia resulting from any bodily injury.
- 3) Dental care or surgery except as occasioned by Accidental Injury.
- 4) Treatment other than Allopathy and AYUSH.

Accident Weekly Benefit

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

- such Injury shall be the sole and direct cause of Temporary Total Disablement, and so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever
- 1% of the Principal Sum subject to maximum of Rs.5000.00 per week for a period not exceeding 100 weeks from the date of the accident/bodily injury. If the Insured is Totally Disabled for a portion of a week, one seventh (1/7) of the [Weekly Benefit] shall be payable for each day he is Totally Disabled.

Exclusions (specific to this coverage)

In addition to the Exclusions listed under 3. Exclusion below, this form shall not cover and no payment shall be made with respect to:

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

Education Benefit

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of the Insured's Death or Permanent Total Disability due to Accidental Injury being sustained, The Company will pay the assignee or legal heir of the Insured benefits up to 10% of the Sum Insured subject to a maximum of Rs. 25,000, for on education benefit.

Modification of Residential Accommodation and Vehicle

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of Accidental Injury, The Company will reimburse up to 10% of Sum Insured subject to a maximum of Rs. 50,000, for covered expenses reasonably incurred to modify your residential accommodation or own vehicle on account of the Insured having suffered Permanent Total Disability subject to the condition that these alterations are necessary as per the advise of treating/attending Medical Practitioner.

Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy is admissible.

Broken Bones

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In consideration of payment of additional premium, it is hereby understood and agreed that in the event of an Accident during the Policy Period resulting in Fracture of your bones, then We will pay the percentage of the Sum Insured specified against this benefit in the Schedule of benefits as mentioned in the table below:

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

Definitions specific to this Benefit

A. For the purpose of this cover:

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

B. If an Accident involves broken bones/fractures and also results in claim under any of the Coverage 2.1 or 2.2 or 2.3, then the claim payable shall not exceed the maximum amount under any one benefit. In the event if any payments are made under this benefit prior to claim under above said Coverage, the same shall be set-off/adjusted/ recovered against benefits payable under Coverage 2.1 or 2.2 or 2.3. Similarly, when more than one bone is Fractured in the same Accident, the benefits payable shall not exceed 100% of the Sum Insured under this benefit as mentioned in the Schedule of benefit

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

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

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4. While the Insured Person is participating or training for any sport as a professional.

Cumulative Bonus

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

EXCLUSIONS

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

1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. Injury or Disease directly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. Injury or Disease directly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality, , terrorism
5. The Insured Person's participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
6. loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. any loss of which a contributing cause was the Insured's actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
8. any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. any loss sustained while the Insured is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
10. any loss resulting directly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.
11. loss caused directly, wholly or partly by:
 - a) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b) medical or surgical treatment except as may be necessary solely as a result of Injury;

Claim Procedure

1. **Claims Notification:** It shall be a condition precedent for any claim to be made by you under this policy or for liability attaching to us hereunder that written notice of claim must be given to any

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loss, or as soon thereafter as reasonably possible, and in any event not later than 30 days of such occurrence or commencement.

- 2. Claims Procedure:** Besides such immediate notice of occurrence or commencement of loss you shall also furnish further particulars as may be required in the Claim Form provided by us. Completed Claim Form with written evidence of loss must be furnished to us within thirty (30) days after the date of such loss. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if you are able to satisfy us that it was not reasonably possible to do so within such time.

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

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

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

3. Claims Documentation

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

Death:

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

Permanent Total / Partial Disablement Claims:

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

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Weekly Benefit

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

Residential Accommodation or Vehicle Modification Benefit

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

Broken Bones

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

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

Claim Settlement (Provision for penal interest)

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

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

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

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

Renewal of Policy

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

Cancellation of cover

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the insured by giving 15 days written notice delivered to, or mailed to the Insured persons' last address as shown in the records. The policy shall be void and all premium paid hereon shall be forfeited to the Company. Upon cancellation of the policy by us for any other reasons (other than the above), the insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.

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

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

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Free Look Period

You shall be allowed a period of 30 days from the date of receipt of this policy to review the terms and conditions of the policy and to return the same if not acceptable.

The Insured can return the policy within 30 days of its receipt if he/she is not satisfied with its coverage or terms and conditions. In such a case the policy will be cancelled from date of cancellation request received at Insurer's office provided no claim is reported and considered. Refund of premium would be after retaining charges towards stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

Nomination:

The Insured person is entitled at the inception of the policy and at the time of renewal to nominate the person/ persons to whom the money secured by the Policy shall be paid in the event of his death as per the provisions of S.39 of the Insurance Act, 1938. In case the nominee is a minor, the Policyholder can appoint a person who will receive the money secured by the policy in the event of the Policyholder's death during the minority of the nominee.

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

Territorial Limits

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

Claims in respect of Multiple Policies:

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

GRIEVANCES REDRESSAL MECHANISM

Mechanism for Grievance Redressal:-

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

Website : www.cholainsurance.com

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)

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- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turn around time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer – Nodalescalation@cholams.murugappa.com (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.

Section 41 of Insurance Act, 1938

Section 41 of Insurance Act, 1938 – Prohibition of Rebates:(1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person totake or renew or continue an insurance in respect of any kind of risk relating to livesor property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

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

Insurance is the subject matter of the solicitation.