



Chola MS RSBY Family Floater Health Insurance Policy

Sections

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IMPORTANT NOTES ABOUT THIS INSURANCE

The Policy is an evidence of the contract between the Insured (state nodal agency) and Cholamandalam MS General Insurance Company Limited.

The information supplied by the Insured, including MOU entered between insured and Cholamandalam MS General Insurance Company Limited shall be incorporated in and is the basis of this contract.

The Policy, the Schedule and any Endorsement thereon shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Provided that the Insured pay the premium for all the families intended to be insured under this Policy and we receive and accept it, we will provide the insurance described in the Policy.

Insurance under this Policy is given subject to the Endorsements if any, exclusions, terms and conditions shown below and failure in compliance may result in the claim being denied

Section 1: PERSONS WHO CAN BE BENEFICIARIES UNDER THIS POLICY

This Policy is available to the family members of BPL households or the identified customer segment as declared by government for the RSBY scheme. Family means upto a unit of five individuals or as modified by Government, including the family head, spouse and three dependants who are listed as part of family in the BPL database or any other group as defined by Government. A smart card will be issued as per the provision and guidelines stipulated under RSBY scheme. Smart card would capture the biometric information and photographs of the persons who are insured under this scheme during enrollment and will be the proof for establishing identity of the beneficiaries during claims

Section 2: COVERAGES

The policy covers Hospitalisation expenses of the insured person incurred at the network Hospitals for treatment of the diseases, illness, medical condition or injury, during the policy period upto the sum insured stated in the schedule subject to the terms, conditions, limitations and exclusions mentioned in the policy.

For a claim to be admitted under this policy the insured person should be hospitalized as an in-patient during the period of insurance for a minimum period of 24 hrs. However this time limit is not applicable to specific day care treatments (surgeries / procedures) as listed below;

Day care treatments:

Haemo-Dialysis, Parenteral Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (kidney stone removal), Tonsillectomy, D&C, Dental surgery following an accident, Surgery of Hydrocele , Surgery of Prostrate, Gastrointestinal Surgery, Genital Surgery, Surgery of Nose, Surgery of Throat, Surgery of Ear, Surgery of Urinary System, Treatment of fractures/dislocation (excluding hair line fracture), Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalization, Laparoscopic therapeutic surgeries that can be done in day care, Identified surgeries under General Anaesthesia any other disease/procedure mutually agreed upon by the insured and Cholamandalam MS General Insurance Company Limited.

Pre-existing conditions/diseases cover: Pre-existing conditions/diseases are covered from day one, subject to the exclusions.

Travel expenses: The Company provides for travel expenses incurred by the insured person to reach the Hospital subject to his valid admission at the Hospital under this insurance policy. The benefit amount is limited as per terms agreed under MOU and shall be a part of the package rates.

Pre and post hospitalization: Pre and Post hospitalization expenses shall be part of the package rates and as per the terms agreed in the MOU with the insured by us.

Maternity and Newborn Child Coverage: The policy covers maternity expenses at network hospital for normal delivery / caesarean section and /or miscarriage or abortion induced by accident or medical emergency and the benefit is further subject to package rate agreed under the MOU and the maternity exclusion clause.

This policy covers expenses incurred for treatment of New born baby in the hospital as in-patient subject to hospitalization period for both mother and child shall not be less than 48 hrs post delivery or as agreed under MOU. This

benefit shall be a part of basic sum insured and new born will be considered as a part of insured family member till the expiry of the policy.

Section 3 : DEFINITIONS

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

1. **Accident means** a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Acquired Immune Deficiency Syndrome (AIDS)** means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition)
3. **Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.
4. **Cashless service/facility** means a service/ facility extended by the Company to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the Company to the extent pre-authorization approved/ packaged cost agreed.
5. **Claims Team** means the Claims administration team within Chola MS General Insurance Company
6. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is valid.
7. **Congenital Anomaly** refers to a condition(s) which is present since birth, which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly:** Which is not in the visible and accessible parts of the body
 - b. **External Congenital Anomaly:** Which is in the visible and accessible parts of the body
8. **Company/We/Our/Insurer/Us** means Cholamandalam General Insurance Company Limited
9. **Cover Commencement:** The commencement and policy period shall be determined depending upon the start of the issue of smart cards and as defined in the MOU entered between the insured and Cholamandalam MS General Insurance Company Limited
10. **Day Care Centre** means any institution established for day care treatment of illness and / or injuries or a medical set up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-
 - a) has qualified nursing staff under its employment ;
 - b) has qualified medical practitioner (s) in charge;
 - c) has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - d) maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
11. **Day care Procedure/ treatment** refers to medical treatment and/or surgical procedure which is
 - a. undertaken under general or local anesthesia in a hospital / day care centre in less than 24 hours because of technological advancement and
 - b. which would have otherwise required hospitalization of more than 24 hoursTreatment normally taken on an out-patient basis is not included in the scope of this definition.
12. **Diagnosis** means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to us
13. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
14. **Disclosure to information norm** means the policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of the any material fact
15. **Emergency Care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
16. **Endorsement** means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing
17. **Excluded Hospital** means any hospital which is excluded from the hospital list of the company, due to fraud or moral hazard or misrepresentation indulged by the hospital
18. **Family Floater** means a Policy described as such in the Schedule where You and Your Dependents named in the Schedule are insured under this Policy. The Sum Insured for a Family Floater means the sum shown in the Schedule which represents Our maximum liability for any and all claims made by You and/or all of Your Dependents during each Policy Period

19. **Hospital** means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - a. Has qualified nursing staff under its employment round the clock;
 - b. Has at least 10 inpatient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - c. Has qualified medical practitioner(s) in charge round the clock;
 - d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - e. Maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.
20. **Hospitalisation** means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours
21. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
 - a. **Acute condition** means 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** means 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 your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
22. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
23. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner
24. **In Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event
25. **Insured / State Nodal Agency** means State Government Department/Agency/Services designated to implement the scheme
26. **Insured persons** means family members of BPL and or other households listed by government under Rashtriya Swasthya Bima Yojana who have paid their contribution towards the health insurance premium and are enrolled in the scheme
27. **Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards
28. **Maternity Expenses** shall include
 - a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization)
 - b) Expenses towards lawful medical termination of pregnancy during the policy period
29. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
30. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
31. **Medical Practitioner/Doctor** 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 the scope and jurisdiction of license.
The registered practitioner should not be the insured or close family members.
32. **Medically necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
 - a. is required for the medical management of the illness or injury suffered by You;
 - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - c. must have been prescribed by a medical practitioner;
 - d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

33. **MOU/Memorandum of Understanding** means an agreement entered between State Nodal agency and Cholamandalam MS General Insurance Company Limited setting the terms for implementing the scheme.
34. **Network Provider/ Hospital (Empanelled Provider)** mean Hospitals or health care providers enlisted by the insurer to provide medical services to an insured on payment by a cashless facility. The list is available with the insurer and subject to amendment from time to time.
35. **Newborn Baby** means those babies born to you and your spouse during the Policy Period Aged between 1 day and 90 days, both days inclusive.
36. **Non- Network** means any hospital, day care centre or other provider that is not part of the network.
37. **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified
38. **Package rates** are pre-agreed fixed charges set for admission & treatment for listed medical procedures and surgical cases. The rate will be adopted uniformly across all Network Hospitals empanelled for providing health services. These package rates will include bed charges (General ward), Nursing and boarding charges, Surgeons, Anesthetists, Medical Practitioner, Consultants fees, Anesthesia, Blood, Oxygen, O.T. Charges, Cost of Surgical Appliances, Medicines and Drugs, Cost of Prosthetic Devices, implants, X-Ray and Diagnostic Tests, Food to patient etc. Expenses incurred for diagnostic test and medicines upto 1 day before the admission of the patient and cost of diagnostic test and medicine upto 5 days of the discharge from the hospital for the same ailment / surgery including Transport Expenses will also be the part of package in the policy schedule
39. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.
40. **Policy period** means the period between the inception date and earlier of
 - a. The Expiry Date specified in the Schedule
 - b. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with Section 5 - General Condition 5.9 below.
41. **Policy Schedule** means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
42. **Pre-Existing Diseases** means any condition, ailment or injury or related conditions for which the insured had signs or symptoms and/or were diagnosed and/or received medical advice/treatment, within 48 months prior to inception of his / her first policy issued by the insurer.
43. **Post-Hospitalization Medical Expenses** means medical expenses incurred immediately after the Insured Person is discharged from the hospital, provided that
 - a. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
 - b. The Inpatient Hospitalization claim for such Hospitalization is admissible by the Insurance Company
44. **Pre-Hospitalization Medical Expenses** means medical expenses incurred immediately before the Insured Person is Hospitalised, provided that
 - a. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
 - b. The Inpatient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.
45. **Proposer** means the person who has signed in the proposal form and named in the Schedule. He may or may not be insured under the policy
46. **Qualified Nurse** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
47. **Reasonable and Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services taking into account the nature of the illness/injury involved.
48. **Room Rent** shall mean the amount charged by a hospital for the occupying of a bed on per day (24 hours) basis and shall include associated medical expenses.
49. **Smart Card** means Identification Card issued under Rashtriya Swasthya Bima Yojana by the Company as per specifications given by Government
50. **Sum Insured** means the amount shown in the policy schedule which shall be our maximum liability for any and all claims made by you and all of your dependents during the policy period.
51. **Surgery** or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner
52. **Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

Section 4 : EXCLUSIONS

The Company shall not be liable under this Policy for any expenses in connection with or in respect of:

- 4.1. Conditions that do not require hospitalization: Condition that does not require hospitalization and can be treated under Out Patient Care. Out patient Diagnostic, Medical and Surgical procedures or treatments unless necessary for treatment of a disease covered under day care treatments.
- 4.2. Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes only during the hospitalized period and expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.
- 4.3. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc. unless arising from disease or injury and which requires hospitalisation for treatment.
- 4.4. The cost of spectacles, contact lenses and hearing aids.
- 4.5. Congenital external diseases: Congenital external diseases or defects or anomalies, Convalescence, general debility, "run down" condition or rest cure.
- 4.6. Drug and Alcohol Induced illness: Diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc.
- 4.7. Sterilization and Fertility related procedures: Sterility, any fertility, sub-fertility or assisted conception procedure. Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
- 4.8. Vaccination: Vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness. This does not apply to post-bite treatment.
- 4.9. Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident),
- 4.10. War, Nuclear invasion: Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not) or by nuclear weapons / materials.
- 4.11. Suicide: Intentional self-injury/suicide, all psychiatric and psychosomatic and related disorders
- 4.12. Naturopathy, Homeopathy, Unani, Siddha, Ayurveda: Naturopathy, Homeopathy, Unani, Siddha, Ayurveda treatment, unproven procedure or treatment, experimental or alternative medicine including acupressure, acupuncture, magnetic and such other therapies etc.
- 4.13. Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments.
- 4.14. Exclusion under Maternity Benefit clause
The Company shall not be liable to make any payment under this policy in respect of any expenses in connection with or in respect of:
 - a. Expenses incurred in connection with voluntary medical termination of pregnancy except induced by accident or other medical emergency to save the life of mother.
 - b. Maternity Expenses of those insured persons who are already having two or more living children.
 - c. Pre-natal expenses (other than complications requiring hospitalisation prior to delivery) shall be covered under medical procedures.
- 4.15. Treatment taken in excluded hospitals as updated in our website cholainsurance.com from time to time

Section 5 : GENERAL CONDITIONS

5.1 Observance of Terms & Conditions

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

5.2 Due care

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

5.3 Floater cover:

The sum insured stated in the schedule is extended on floater basis. The policy benefit can be availed individually or collectively by members of family covered and the maximum liability of the Company in respect of any one family during the policy period is the Sum Insured stated

5.4 Excluded Hospital- The Company will issue informatory documents to its insured about excluded hospitals through website or mail or email. And in case of claim the same may be settled on reimbursement basis only after satisfactory due diligence

5.5 Claims procedure:

In the event of falling sick, ill or sustaining injury, the insured person or his family member shall approach the help desk at Empanelled hospital with the Smart card of the respective family.

The Cashless access services shall be provided to the beneficiary based on Smart card & fingerprint authentication.

a) Cashless Access Service:

The beneficiaries shall be provided treatment free of cost for all such ailments covered under the scheme at any of the empanelled Hospital as per limits/ sub-limits subject to availability of Sum Insured. The company shall not be liable to pay for expenses incurred at Hospital other than the empanelled providers. The Expenses for medical/ surgical procedures/ interventions under the Benefit package will be no more than the package charge as agreed under MOU. Provided that the Beneficiary has sufficient insurance cover remaining at the time of seeking treatment, such listed services will not be subject to pre-authorization by the Insurer.

Procedures which are not on the list set out in the MOU, would still be included as Benefits under this policy, but will be subject to a pre-authorization procedure, as outlined in the MOU.

b) Cashless Access in case where package is fixed

There is no need for pre-authorization for surgeries or medical procedures where the package is fixed. The Hospital will admit the insured person after blocking the amount from his account and claim the charge on discharge. The Hospital shall retain medical records and make them available to insurer when required for verification of claim.

c) Pre-Authorization for Cashless Access in case no package is fixed

The Hospital will send through fax the Request for authorization Letter (RAL) duly certified by the attending doctor with the nature of disease/medical procedures and estimate of treatment cost.

The Company shall fax the Authorisation (AL) or Denial of Authorisation letter (DAL) to the Hospital on the basis of Medical scrutiny and policy terms. The Hospital shall retain medical records and make them available to insurer when required for verification of claim.

Cashless Access service is further subject to specification spelt out in the MOU.

5.6 Authority to Obtain Records

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

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

5.7 Payment of Claim

The company will settle all eligible claims and pay the amount to the Provider as per arrangement made with them.

Any dispute on the admission or payment of claim will be addressed as agreed under MOU.

All claims under this Policy shall be payable in Indian Currency. All medical treatments for the purpose of this insurance will have to be taken in India only.

The Company shall not be liable to pay any interest/penalty for sums paid or payable under the policy other than as provided by IRDA regulations.

5.8 Transfer

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

5.9 Inclusion and deletion of Insured persons

Enrollment of families for this insurance cover will be done as agreed under the MOU. The inclusion and deletion of family members are allowed subject to conditions set under the MOU.

5.10 Cancellation

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the insured or by the insured under this policy or MOU by either party by giving 60 days prior notice in writing.

In case of termination of the policy the company will pay back to the insured within one week the unutilized amount of premium or as agreed under the MOU.

5.11 Insurer's rights

The Insurer has the right to do the following, in Insured Person's name:

- Take over the defense on settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else for payments that have already been made by the insurer

5.12 Notice

Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company, through which this insurance is affected.

5.13 Fraud

If You and or Your dependent shall:

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

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

5.14 Renewals

- a. The Company shall renew the policy as per mutually agreed terms under the MOU signed between the insurer and the insured.
- b. The renewal is 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 which will be at the sole discretion of the Company.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d. The Company reserve its rights to vary the premium from time to time subject to approval of Authority.
- e. This product may be withdrawn from the market after approval from IRDA. We will intimate the Insured person in writing about such withdrawal atleast 30 days prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- f. Any revision or modification in a policy subject to the approval from the Authority shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification

5.15 Governing Law

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

5.16 Territorial Limits

The Insurer's liability to make any payment towards illness or accidental injury shall be to make payment within India and in Indian Rupees only for medical services or procedures rendered in or undertaken within India.

5.17 Dispute resolution process

If any dispute arises between the parties during the subsistence of the policy period or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the scheme, it will be settled in the following way:

a. Dispute between Beneficiary and Health Care Provider

The parties shall refer such dispute to the Redressal committee constituted at the District level under the chairmanship of concerned District magistrate and authorized representative of the insurance company as members. This committee will settle the dispute. If either of the parties is not satisfied with the decision, they can go to the State level committee which will be chaired by the Principal Secretary, with representative of the Insurance Company and representative of the State Nodal Agency as members.

b. Dispute between Health Care Provider and the Insurance Company

The parties shall refer such dispute to the redressal committee constituted at the District level under the chairmanship of concerned District magistrate, authorized representative of the insurance company and a representative of the health care providers as members. This committee will settle the dispute. If either of the parties is not satisfied with the decision, they can go to the State level committee which will be chaired by the Principal Secretary, of the respective department of State Government as mentioned in the MOU with representative of the Insurance Company, representative of the health care providers and representative of the State Nodal Agency as members.

Note: If State redressal committee is unable to resolve the dispute, within 60 days of it being referred to them, then it will be settled as per procedure given in below.

c. Dispute between Insurance Company and the State Government

A dispute between the State Government / Nodal Agency and Insurance Company shall be referred to the respective Chairmen/CEO's/CMD's of the Insurer for resolution. In the event that the Chairmen/CEO's /CMD's are unable to resolve the dispute within 60 days of it being referred to them, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both parties, or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator.

- The proceedings of arbitration shall be conducted in the English language.
- The arbitration shall be held in respective states, India
- The Government shall have standing to bring such proceedings on behalf of itself and Beneficiaries under this Agreement.

d. Contact Information

Cholamandalam MS General Insurance Company Limited

Address: H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.

Toll free: 1800 200 5544

SMS: "CHOLA" to 56677* (premium SMS charges apply)

E-MAIL: customercare@cholams.murugappa.com

WEBSITE: www.cholainsurance.com

5.18 Disclaimer

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

Section 6 : G R I E V A N C E S

Mechanism for Grievance Redressal:-

As an esteemed customer of our Company, You can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to You. The contact details of our office are given below for Your reference.

A separate Channel will be established to address the issues relating to **Senior Citizen's** Health Insurance related claims and grievances and will be intimated to the policy holders

Cholamandalam MS General Insurance Company Limited

Customer services

Address: H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001.
 Toll free: 1800 200 5544
 SMS: "CHOLA" to 56677* (premium SMS charges apply)
 E-MAIL: customercare@cholams.murugappa.com
 WEBSITE: www.cholainsurance.com

If You have not received any reply from us within 3 days from the date of the lodgment of complaint or if You are not satisfied with the reply of the Company, You can also contact the nearest Insurance Ombudsman, whose addresses are mentioned below:

Sl. No	Office of the Ombudsman	Name of the Ombudsman and Contact Details	Areas of Jurisdiction
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Ph(O) 079-27546150, 27546139 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
2	BHOPAL	Office of the Insurance Ombudsman 1st Floor, 117, Zone-II, Above D.M. Motors Pvt. Ltd. Maharana Pratap Nagar, Chhattisgarh BHOPAL - 462 011 Ph(O): 0755-2769200, 2769202, 2769201 Fax: 0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman 62 Forest Park BHUBANESHWAR - 751009 Ph (0): 0674-2535220,2533798 Fax: 0674-2531607 E-mail: ioobbsr@dataone.in	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160017 (0) 0172-2706196, 2705861 EPBX: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
5	CHENNAI	Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Flr., No 453(old no 312), Anna Salai, Teynampet, CHENNAI -600 018 (0) 044-24333678, 24333668 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
6	DELHI	Office of the Insurance Ombudsman 2/2 A, 1st Floor, Universal Insurance Bldg.,	Delhi & Rajasthan

		Asaf Ali Road,,NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : jobdelraj@rediffmail.com	
7	GUWAHATI	Office of the Insurance Ombudsman Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (0) 0361-2413525, EPBX: 0361-2415430 Arunachal Pradesh, Fax: 0361-2414051 E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
8	HYDERABAD	Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (0) 040-23325325, 23312122, 65504123 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh Karnataka and UT of Yanam - a part of the UT of Pondicherry
9	KOCHI	Office of the Insurance Ombudsman 2nd Fir., CC 27/ 2603 Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (0) 0484-2358734, 2359338, 2358759 Fax: 0484-2359336 E-mail: ombudsmankochi@yahoo.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe - a Part of UT of Pondicherry
10	KOLKATA	Office of the Insurance Ombudsman North British Bldg. 29, N. S. Road, 3rd Fir., KOLKATA -700 001. (0) 033-22134869, 22134867, 22134866 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
11	LUCKNOW	Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (0) 0522-2201188, 2231330, 2231331 Fax: 0522-2231310 E-mail: joblko@sancharnet.in	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Flr., Jeevan Seva Annexe, S.v. Road, Santa Cruz (W) MUMBAI - 400 054 022-26106928, 26106360 EPBX: 022-6106889 Fax: 022-26106052 Email: ombudsman@vsnl.net	Maharashtra, Goa