

# *Chola Shubh Yatra Insurance Policy*

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

## 1. SCHEDULE OF BENEFIT

Features / Plans	Sum Insured				Deductible
	30 days		60 days		
	Plan 1	Plan 2	Plan 3	Plan 4	
Medical Expenses	\$50,000	\$100,000	\$50,000	\$100,000	\$250
Repatriation of Mortal Remains	\$7,500	\$7,500	\$7,500	\$7,500	Nil
Loss of Passport	\$500	\$500	\$500	\$500	Nil
Personal Accident - Overseas	\$10,000	\$15,000	\$10,000	\$15,000	Nil

## 2. SCOPE OF COVER

This policy covers unfortunate expenses that you may incur during an overseas travel. This policy will cover any number of trips under taken during the policy period upto a maximum number of days as mentioned in the policy schedule. The coverages under this policy are as below:

### 2.1. Medical Expenses

If the Insured Person is diagnosed for the first time with an Illness or suffers Accidental Bodily Injury while Overseas, which requires immediate medical attention, then the Insurer will indemnify the Insured Person for the amount upto the sum insured for Medical Expenses incurred in a Hospital taken Overseas. The Insurer's liability to make payment is only in excess of the Deductible. This cover will also include out patient medical expenses incurred overseas.

### Exclusions

The **Insurer** shall not be liable for any claim under this Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any treatment, arising due to a Pre-existing condition;
- b) expenses for treatment which could reasonably be delayed until insured person return to India. This decision will be taken jointly by the treating doctor and administrator. In other words, the coverage is restricted to emergency medical expenses;
- c) any Illness and the consequences of such Illnesses:
  - i) existing at the commencement of the travel Overseas;
  - ii) treated in the 48 months before the commencement of the travel Overseas;
- d) for the treatment of orthopaedic, degenerative or oncologic diseases unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or to relieve acute pain and suffering;
- e) Cancer treatment, unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or to relieve acute pain and suffering;
- f) the removal of physical flaws or anomalies or abnormalities (cosmetic treatment);
- g) Pregnancy or check-ups during pregnancy or termination of pregnancy or childbirth and typical complaints suffered during pregnancy and their consequences (including changes in chronic conditions) unless the medical attention is unforeseen, and is necessary to avert a clear and material danger to the Insured Person's life or that of the unborn child or to relieve acute pain and suffering of either provided that the **Insured Person** is under 38 years of age and the 30th week of the pregnancy has not been completed; Ectopic pregnancy is not excluded.
- h) Any internal or external Congenital conditions;
- i) Accidental Bodily Injury due to the operation of any aircraft (other than a scheduled flight on which the Insured Person travels as a fare paying passenger) or parachuting;
- j) any treatment due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- k) rehabilitation and physiotherapy or the costs of prostheses;

- l) any exclusion mentioned in the General Exclusions of this policy.

### Procedure for making a Claim under Medical Expenses

It is a condition precedent to the Insurer's liability that the Insured Person shall immediately:

- a) If the Insured Person suffers Accidental Bodily Injury or is diagnosed with an Illness which gives rise to or may give rise to a claim:
  - i) give the Overseas Administrator notice of a claim and expeditiously give or arrange for the Overseas Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer's liability for it that may be requested by the Insurer or the Overseas Administrator;
  - ii) obtain the Overseas Administrator's pre-authorization for any medical treatment, which pre-authorization shall specify the treatment authorised; the place at which it has been authorised, and any other conditions applicable to either;
  - iii) if Illness or Accidental Bodily Injury requires an Insured Person's immediate Hospitalisation so as to avoid a material risk to the Insured Person's life or health, and as a result the Insured Person is unable to obtain pre-authorization provided that the Overseas Administrator is given notice of the Insured Person's Hospitalisation as soon as reasonably practicable, and the terms under i) & ii) are complied with as soon as the material risk to the Insured Person's life or health has passed.
- b) If the requirements of a) have been satisfied in all respects, then the Overseas Administrator shall settle the amounts payable directly with the service provider for and on behalf of the Insurer. (However, in respect of out patient Medical Expenses the Overseas Administrator shall settle the amount payable(after applying the deductible) directly with the service provider for and on behalf of the Insurer only if the amount payable exceeds US \$ 400. Where the amount payable is less than US \$ 400, the procedure in c) shall apply.)
- c) If the requirements of a) (ii) and/or a) (iii) and/or b) have not been satisfied in all respects, then a claim shall be made to the Indian Administrator within 30 days of the Insured event and:
  - i) shall be supported by the following documentation, translated into English if necessary at no cost to the Insurer or the Indian Administrator:
    - (1) original bills and vouchers bearing the name of the Insured Person treated, the condition treated, the individual items of medical treatment or services provided and the dates of treatment;
    - (2) prescriptions clearly showing the medicines prescribed, the price and the receipt stamp of the pharmacy;
    - (3) additionally for a claim under Mortal Remains, an official death certificate and a Doctor's statement giving the cause of death;
  - ii) any other information or documentation that the Insurer or the Indian Administrator may reasonably require;
  - iii) if accepted, shall be payable within India in Indian Rupees at the exchange rate prevailing on the date of the insured event.
- d) any document mentioned in the Claim Documentation of this policy.
- e) in any case, if there is an event which would result in a claim under this policy, due notice should be given to the Overseas Administrator immediately on the Insured Person becomes aware of the same.

### 2.2. Repatriation of Mortal Remains

If the Insured Person dies Overseas due to an Illness or Accidental Bodily Injury, then the Insurer will pay up to the sum insured towards the cost of transporting the Insured Person's remains to India or for the costs of a burial in the Overseas country. The sum insured under this benefit will be a sub-limit to the sum insured under the Medical Expenses cover.

### 2.3. Loss of Passport

If the Insured Person loses his passport Overseas, the Insurer will pay the amount up to the sum insured towards the Insured Person's reasonable expenses incurred in obtaining a duplicate or fresh passport either overseas or within 30 days upon return to India.

### Terms and Conditions

1. The limits under this section are as mentioned in the Schedule

### Exclusions

The Insurer shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any claim not reported within 24 hours of the incident giving rise to the claim;

- b) any loss not reported to the police having jurisdiction at the place of loss within 24 hours of the incident and a written report is obtained from the police.
- c) any loss arising from any delay, detention or confiscation by customs officials, police or other public authorities.
- d) any loss arising from due to passport left unattended or forgotten by the Insured Person in the public place or public transport, hotel or apartment.
- e) any exclusion mentioned in the General Exclusions of this policy.

**Procedure for making a Claim under Loss of Passport**

It is a condition precedent to the Insurer’s liability that the Proposer and/or the Insured shall immediately:

- a) Give the Indian Administrator notice of a claim and expeditiously give or arrange for the Indian Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer’s liability for it that may be requested by the Insurer or the Indian Administrator.
- b) And report the loss to the local police authorities and obtain a written report from them in relation to the loss and send it to the Indian Administrator.
- a) any document mentioned in the Claim Documentation of this policy.

**2.4. Personal Accident – Overseas**

**a) Accidental Death**

If the Insured Person suffers Accidental Bodily Injury while Overseas during Policy Period and this is the sole and direct cause of his Death within 12 months from the date of injury, then the Insurer will pay the Insured Person the Sum Insured stated in the schedule.

**b) Permanent Total Disablement**

If the Insured Person suffers Accidental Bodily Injury while Overseas during Policy Period and this is the sole and direct cause of his Permanent Total Disability within 12 months from the date of injury, then the Insurer will pay the Insured Person the percentage of the Sum Insured specified for each and every form of condition mentioned in the table below as per the details below. The Insurer’s maximum liability however should not be more than 100% of the Sum Insured stated in the schedule

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

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

**c) Permanent Partial Disablement**

If the Insured Person suffers Accidental Bodily Injury while Overseas during Policy Period and this is the sole and direct cause of his Permanent Partial Disability within 12 months from the date of injury, then the Insurer will pay the Insured Person the percentage of the Sum Insured specified for each and every form of condition mentioned in the table below as per the details below. The Insurer’s maximum liability however should not be more than 100% of the Sum Insured stated in the schedule.

SI 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	10%

	phalanx	
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%

For any disability not listed in the table above, then the Insurer will pay a proportion of the Sum Insured according to the degree to which the Insured Person’s previously existing normal functional physical capacity has been impaired, which the Insured Person agrees shall be as determined by the Insurer’s medical advisors.

**Loss** wherever used herein means the permanent and total loss of functional use or complete and permanent severance.

Permanent Disability means disability lasting 12 calendar months and at the end of that period being beyond hope of improvement.

**Exclusions**

The Insurer shall not be liable for any claim under this Cover that is caused by or is attributable to or arises out of or is howsoever connected to any of the following:

- a) any loss resulting directly or indirectly from, any internal or external Congenital conditions;
- b) Accidental Bodily Injury due to the operation of any aircraft (other than a scheduled flight on which the Insured Person travels as a fare paying passenger) or parachuting;
- c) Accidental Bodily Injury due to mental or psychiatric disorders, disturbances of consciousness, strokes, fits affecting the entire body, and pathological disturbances caused by mental reactions;
- d) any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy;
- e) Any loss caused directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
- f) Any loss caused directly or indirectly, wholly or partly by medical or surgical treatment except as may be necessary solely as a result of Injury
- g) any exclusion mentioned in the General Exclusions of this policy.

**Procedure for making a Claim under Personal Accident – Overseas**

It is a condition precedent to the Insurer’s liability that upon the happening of an event that gives rise to or may give rise to a claim, the Insured Person shall:

- a) give immediate written notice to the Indian Administrator and provide the Insurer and /or the Indian Administrator with all information and documentation that they may reasonably require in relation to the validity of the claim and the quantum of it.
- b) Additionally, submit to examination by a medical advisor nominated by the Insurer or the Indian Administrator as often as and to the extent that either considers to be reasonably necessary.
- c) any document mentioned in the Claim Documentation of this policy.

**3. DEFINITIONS**

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

- 1. **Accident means** a sudden, unforeseen and involuntary event caused by external, visible and violent means.

2. **Acquired Immune Deficiency Syndrome (AIDS)** means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition)
3. **Age** means completed years on Your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period
4. **Common Carrier** means any mode of public transport (includes Road, Rail, Air & Sea) whether used for hire and reward or otherwise
5. **Condition Precedent** shall mean a policy term or condition upon which our liability under the policy is valid.
6. **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
7. **Contribution** means essentially the right of an insurer to call upon other insurers, liable to the same insured to share the cost of an indemnity claim on a ratable proportion of the Sum Insured  
This clause shall not apply to any Benefit offered on fixed benefit basis.
8. **Deductible:** A deductible is a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured
9. **Dependents** refer to family members listed below, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income. Spouse, dependent children and dependent Parents
10. **Dependent Child** refers to a child (natural or legally adopted) aged between 1 year and 26 years, who is financially dependent on the proposer and does not have his/ her independent sources of income.
11. **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
12. **Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition
13. **Disclosure to information norm** - 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 any material fact
14. **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.
15. **Emergency Accident Medical Expenses** means medical expenses reasonably necessary at that time to protect life or relieve pain caused by Accidental Bodily Injury and that do not exceed the usual charge for similar treatment or services in the locality where the treatment or services have been obtained for:
  - a) Out-patient treatment, provided the same is critical and cannot be deferred;
  - b) In-patient treatment in a Hospital local to the temporary residence of the Insured or the nearest suitable Hospital;
  - c) Necessary medical aids prescribed by a Doctor;
  - d) Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Doctor;
  - e) Costs of transportation by a recognised emergency services for medical attention at the nearest Hospital or from the nearest available Doctor prior to Hospitalisation;
  - f) Cost of being transferred to a special clinic If this is medically necessary and prescribed by a Doctor;
  - g) Medically proven procedures
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. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of *preexisting diseases*. Coverage is not available for the period for which no premium is received.
18. **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 24 consecutive hours
19. **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.

20. **Indian Administrator** means the person or organisation named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction
21. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
22. **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
23. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
24. **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.  
Life saving unforeseen emergency measures provided to the Insured by the Physician for Disease/accident arising out of a pre-existing condition. The treatment for these emergency measures would be paid till the Insured becomes medically stable state. All further costs to maintain medically stable state to prevent the onset of ailment would have to be borne by the insured
25. **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.
26. **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.
27. **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
28. **Overseas travel** means the Insured Person's visit to the countries named in the Certificate of Insurance (excluding India, the Insured Person's country of citizenship, and countries subject to travel and other restrictions imposed by the Government of India at any time) during the Policy Period for the travel days specified in the Schedule.
29. **Overseas Administrator** means the person or organisation named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction.
30. **Policy** means the policy schedule (including endorsements if any), the terms and conditions in this document, any annexure thereto (as amended from time to time) and your statements in the Proposal form.
31. **Policy period** means the period between the Risk start date and Risk end date specified in the Schedule including both days and according to Indian Standard Time (IST). The Scope of Cover applies upon crossing the international border of the Republic India.
32. **Policy Schedule** means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
33. **Pre-Existing 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.
34. **Proposal Form:** The form in which the details of the insured person are obtained for a Health Insurance Policy. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of issuance of the policy
35. **Proposer** means the person who has signed in the proposal form and named in the Schedule. He may or may not be insured under the policy
36. **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.
37. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

- 38. Residence** means the place in India where the Insured Person is living in the normal course and shall be the place, which is specified in the Policy Schedule
- 39. Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
- 40. Sum Insured** means the amount shown against each cover in force, in the policy schedule which shall be our maximum liability for each Insured Person for any and all claims made for during the policy period.
- 41. 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
- 42. Terrorism** means activities against persons, organisations or property of any nature:
- a) that involve the following or preparation for the following:
    - I. use or threat of force or violence; or
    - II. commission or threat of a dangerous act; or
    - III. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - b) when one or both of the following applies:
    - I. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - II. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 43. Trip** means planned journey, which starts and ends in India to a destination(s) outside India during the policy period
- 44. Unproven/Experimental treatment** is treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.
- 45. 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 service provider by the Company
- 46. Day Care Centre** means any institution established for day care treatment of sickness 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:- has qualified nursing staff under its employment ; - has qualified medical practitioner (s) in charge ; - has a fully equipped operation theatre of its own where surgical procedures are carried out- maintains daily records of patients and will make these accessible to the Insurance Company’s authorized personnel.
- 47. Insured** means the person(s) named in the schedule, their permanent place of residence is in India and they are aged above 1 year.

#### 4. GENERAL EXCLUSIONS (applicable to all covers under the policy)

The Insurer shall not be liable for any claim under any Cover that is caused by, attributable to, arises out of or is howsoever connected to any of the following:

- a) any treatment if that is the sole reason or one of the reasons for the travel Overseas;
- b) expenses for treatment which could reasonably be delayed until insured person return to India. This decision will be taken jointly by the treating doctor and administrator. In other words, the coverage is restricted to emergency medical expenses
- c) treatment by the insured or close family members like, spouse, daughter, son, father, mother, father-in-law, mother-in-law & siblings;
- d) any kind of Consequential loss;
- e) 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 terrorism or terrorist acts..
- f) Any intentional, reckless or criminal act, suicide, or attempted suicide, or the use or abuse of any drugs, alcohol and the like;
- g) ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or asbestosis or any related condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products;
- h) Participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy whether foreign or domestic;

- i) any loss of which a contributing cause was the Insured Person'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;
- j) HIV, AIDS and all related medical conditions.
- k) Any condition after the point at which it is certified by the attending Doctor to be of such a nature that further medical treatment may serve to stabilise or maintain it but is unlikely to result in a material improvement within a reasonable timeframe.
- l) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sportspersons.

## 5. GENERAL CONDITIONS (applicable to all covers under the policy)

- 5.1 The entire scope of cover applies while travelling in a common carrier, if undertaken for leisure / business purposes.
- 5.2 The minimum age of the Insured shall be 1 year. Age shall be computed as on the Risk Start Date
- 5.3 This policy is issued for a period of one year and coverage for no of days stay abroad is 30 days / 60 days based on the plan opted by the Insured and can be renewed life time.
- 5.4 Extension is allowed upto maximum of 30 days under Plan 1 & 2 and upto maximum of 60 days under Plan 3 & 4. The policy can be renewed annually.
- 5.5 Deductible will be charged for each and every admissible claim (this is applicable for Medical expenses).
- 5.6 Reasonable Precautions: The Insured shall take all reasonable precautions to prevent injury, illness and disease in order to minimize claims. Failure to do so will prejudice the Insured's claim under this policy.
- 5.7 Provision of Information: The Insured shall provide the Insurer with the details of the trip and other information (as may be required by the Insurer from time to time) about the Insured in advance.

### 5.8 Claim Procedure

#### 5.8.1 Claims Settlement

- a) If the procedure stated is complied with, the Indian Administrator or the Overseas Administrator, as the case may be, will guarantee to the service provider the costs of hospitalization and transportation of the mortal remains. All costs will be directly settled by the Indian Administrator or the Overseas Administrator on the Insurer's behalf and the same shall constitute due discharge of the Insurer's obligations hereunder.
- b) If the service provider does not accept the guarantee of payment from the Indian Administrator or the Overseas Administrator, the Insurer cannot be held liable for the same. The cost will then have to be borne by the insured. The Insurer or the Indian Administrator or the Overseas Administrator on submission of required documents will then reimburse these costs.
- c) Reimbursement of all claims will be made by the Indian Administrator in Indian Rupees at the exchange rate specified by the reserve bank of India, as applicable on the date the amount is billed.
- d) Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh
- e) Upon acceptance of the offer of claim settlement by the Insured, the claim amount will be settled by the Company within 7 days from the date of acceptance of the offer by the Insured. In case of delay in the payment, the Company shall be liable to pay interest at the rates stipulated by IRDA from time to time.

#### 5.8.2 Claim Documentation

- a. Duly filled Claim form with the documents as indicated.
- b. The original ticket / boarding pass and a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claims form.
- c. For Medical expenses - Please attach Doctor's reports, Original admission / discharge card, Original bills / receipts / with prescriptions and diagnostic /investigative reports, Copy of passport / visa with entry & exit stamp and copy of the ticket and boarding pass.
- d. Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed and the pharmacy bills must clearly show the price and the receipt stamp of the pharmacy. The claims form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.
- e. For reimbursement of the costs of transporting the mortal remains to India or of the costs of burial abroad, an official death certificate and a physician's statement form relations or spouses will not be accepted. Original bills/ receipts of the expenses incurred need to be also submitted. These would be paid as per the usual and customary charges incurred for the same.

- f. Loss of Passport – Please attach Copy of new passport, Copy of previous passport (if available), Original bills / invoices of expenses incurred for obtaining a new passport, Copy of FIR / police report
- g. Personal Accident – Overseas: Please attach Police report, Post Mortem Report (if postmortem is conducted), Death certificate, Medical report, Certificate from treating Doctor for Permanent Disability.
- h. Any other documents that the Insurer requires from the Insured to process the claim may be asked for. If the Indian Administrator or the Overseas Administrator or the Insurer request that bills / vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.

**The document should be sent to address as mentioned in the policy schedule or such other address as may be notified to the Insured**

### **5.8.3 Obligations of the Insured**

- a. All claims must be submitted to Indian Administrator or Overseas Administrator not later than one (1) month after the return date or Risk End date or the completion of the treatment, whichever is earlier. In the event of death, all claims must be submitted to Indian Administrator or Overseas Administrator not later than one (1) month after transportation of the mortal remains/ burial as applicable provided the death happens within the applicable travel days while abroad.
- b. The Insured and each of them hereby agree to and authorise the disclosure to the Insurer (or any other person nominated by the Insurer, including the Overseas Administrator or the Indian Administrator) of any and all medical records and information held by any institution or person from which the Insured and each of them has obtained any medical or other treatment or services (medical or otherwise) to the extent reasonably required by the Insurer in connection with any claim made under this Policy or the Insurer's liability for it. The Insurer will preserve the confidentiality of any documentation and information that comes into its possession pursuant to above, and will only use it in connection with any claim made under this Policy or the Insurer's liability for it.
- c. The Insured shall provide Indian Administrator or Overseas Administrator on demand any information that is required to determine the occurrence of the Insured event or the Insurer's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- d. If requested to do so by Indian Administrator or Overseas Administrator, the Insured is obligated to undergo a medical examination by a physician designated by the Indian Administrator or Overseas Administrator. The medical examination cost will be borne by the Company.
- e. Indian Administrator or Overseas Administrator is authorised by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to India.
- f. The Insurer shall be released from any obligations to pay the amount against any claim if any of the aforementioned obligations are breached by the Insured

### **5.8.4 Transfer and set-off of claims**

- a) If the Insured Person has any outstanding claims against third parties, such claims shall be transferred in writing to the Insurer upto the amount for which the reimbursement of costs is made by the Insurer in accordance with the terms hereunder.
- b) In so far as an Insured Person receives compensation for costs he/she has incurred either from their parties liable for damages or as a result of other legal circumstances, the insurer shall be entitled to set off his compensation against the insurance benefits payable, if any.
- c) Claims to the insurance benefits maybe neither pledged nor transferred by the insured.

**5.9** In the event of the Insured Person's death, the Insurer or the Insurer's representative shall have the right to carry out a post mortem/ autopsy, at the Insurer's expense.

### **5.10 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.

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

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

#### **5.12 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

#### **5.13 Authority to Company 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

#### **5.14 Transfer**

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

#### **5.15 Free Look Period**

You shall be allowed a period of 15 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 15 days of its receipt if he/she is not satisfied with its coverage or terms and conditions. In such a case the policy will be cancelled from date of cancellation request received at Insurer's office provided no claim is reported and considered. Refund of premium would be after retaining charges towards medical tests, stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

#### **5.16 Renewal of Policy**

- a. We agree to renew your policy unless 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.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d. If you decide to increase the sum insured at the time of renewal, subject to written application and our acceptance, then the coverage for the increased sum insured shall be as if a new policy is issued for the additional sum insured. The additional Sum Insured will be available subject to 48 months waiting periods as per exclusions under Medical expenses a) above.
- e. The company reserves its rights to revise the premium from time to time subject to approval of IRDA.
- f. 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.
- g. Any revision or modification in a policy subject to the approval from IRDA 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

#### **5.17 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. On such cancellation by us, the insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation, subject to proposed journey has not commenced.

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 subject to no journey has undertaken by the insured person under the policy. No refund is allowed under the policy if journey has undertaken by the insured person under the policy.

**Short Period Scale**

Period on Risk	Rate of Premium to be retained
Up to 1 month	25% of annual premium
Up to 3 months	50% of annual premium
Up to 6 months	75% of annual premium
Exceeding 6 months	Full annual premium

**5.18 Nomination:**

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

**5.19 Notification**

- a. Any and all notices and declarations for the attention of the Insurer shall be in writing and shall be delivered to the Insurer’s address as specified in the Schedule.
- b. Any and all notices and declarations for the attention of any or all of the insured Persons shall be in writing and shall be sent to the Policyholder’s address as specified in the Schedule.

**5.20 Arbitration**

- a. Any dispute or difference between the Insurer and the Insured Person or the Policyholder will be resolved in accordance with Arbitration & Conciliation Act 1996 or any modification or amendment of it. The arbitration proceedings shall be conducted in the English language and the venue will be in Chennai.
- b. It is agreed as a condition precedent to any right of action or suit on this Policy that a final arbitration award shall be first obtained.
- c. If this arbitration clause is held to be invalid in whole or in part, then all disputes shall be referred to the exclusive jurisdiction of Chennai Courts.

**5.21 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.

**5.22 Subrogation**

The Policyholder:

- a. Shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon the Insurer paying for any claim under this Policy, whether before or after indemnification;
- b. Shall not do or cause to be done anything that may cause any prejudice to the Insurer’s right of subrogation;
- c. Agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the Insurer for the claim and the costs of recovery.

This clause is not applicable for benefit sections of the policy.

### **5.23 Contribution**

If you have taken two or more policies during a period from one or more insurers to indemnify treatment costs and have declared details of the other policies in your proposal for insurance, we shall not apply the contribution clause. You may choose to claim under the terms of any of the policies.

In case, the amount that you have claimed with us after consideration of deductibles and copayment exceeds the Sum insured under this policy, we will only be liable to pay a rateable proportion of the claim after consideration of the coverages under all the policies.

This clause is not applicable for benefit sections of the policy

### **5.24 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.

### **5.25 Entire Contract**

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

### **5.26 Misdescription**

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

### **5.27 Territorial Limits**

The insurance cover applies to all countries stated in the Policy Certificate, (excluding India, the Insured Person's country of citizenship and countries subject to travel and other restrictions imposed by the Government of India at any time) during the Policy Period for the travel days specified in the schedule

### **5.28 Delay in intimation of claim**

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

### **5.29 Disclaimer**

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

**5.30 Risk Start Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule

**5.31 Risk End Date** means the date upto which the coverage is available under this policy as specified in the policy schedule.

### **5.32 Payment Conditions**

- a) The Insurer shall make payment to the Proposer but if incapacitated or deceased the Insurer shall make payment to the Insured / nominee as applicable.
- b) The Proposer and each Insured hereby acknowledge and agree that the payment of any claim by or on behalf of the Insurer shall not constitute on the part of the Insurer any guarantee or assurance as to the quality or effectiveness of any medical treatment, service or other service obtained by the Insured, it being agreed and recognized by the Insured and each of them that the Insurer is not in any way responsible or liable for the

availability or quality of any medical treatment or service (medical or otherwise) rendered by any institution or service provider whether pre-authorized or not.

- c) Unless payment is made by the Overseas Administrator under Medical Expenses, the Insurer's liability to make any payment shall be to make payment within India and in Indian Rupees.
- d) Additionally in relation to any claim under Personal Accident except Accidental Death:
  - 1. the Insurer shall not be liable to make any payment until such time as any course of medical treatment prescribed by a Doctor has been implemented and demonstrated to be ineffective;
  - 2. if the Insured was suffering from any disability prior to the date of his claim, then the Insurer's liability to make payment shall be reduced by the extent of that pre-existing disability as advised by the Insurer's medical advisors, which the Insured agrees shall be as determined by the Insurer's medical advisors.

### 5.33 Two Policy period

If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal / due date of premium of this health policy, if not received earlier

## 6. GRIEVANCES

### 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](mailto:customercare@cholams.murugappa.com)  
 WEBSITE: [www.cholainsurance.com](http://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: <a href="mailto:insombahd@rediffmail.com">insombahd@rediffmail.com</a>	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: <a href="mailto:bimalokpalbhopal@airtelbroadband.in">bimalokpalbhopal@airtelbroadband.in</a>	Madhya Pradesh & Chhattisgarh
3	BHUBANESWAR	Office of the Insurance Ombudsman 62 Forest Park	Orissa

		BHUBANESHWAR - 751009 Ph (0): 0674-2535220,2533798 Fax: 0674-2531607 E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	
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: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	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: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	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., Asaf Ali Road,,NEW DELHI - 110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
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: <a href="mailto:omb_ghy@sify.com">omb_ghy@sify.com</a>	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: <a href="mailto:hyd2_insombud@sancharnet.in">hyd2_insombud@sancharnet.in</a>	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: <a href="mailto:ombudsmankochi@yahoo.co.in">ombudsmankochi@yahoo.co.in</a>	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 : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	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	Uttar Pradesh and Uttaranchal

		Fax: 0522-2231310 E-mail: <a href="mailto:joblko@sancharnet.in">joblko@sancharnet.in</a>	
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: <a href="mailto:ombudsman@vsnl.net">ombudsman@vsnl.net</a>	Maharashtra, Goa

**24 Hours Claims Assistance Nos:** ( TPA:EUROP ASSISTANCE INDIA PVT LTD) USA - 8777779824; Canada - 8778120252; Colombia - 009+800-00000044; Austria, Belgium, Denmark, France, Germany, Hungary, Ireland, Italy, Netherlands, New Zealand, Norway, Poland, Portugal, Spain, Sweden, Switzerland, UK - 00+800-00000044; Finland - 990 / 999+800-00000044; Australia - 0011+800-00000044; Israel - 014+800-00000044; Malaysia - 00+800-00000044; Hong Kong, Singapore, Thailand- 001+800-00000044; South Korea - 001+800-00000044 / 002+800-00000044; Japan (IDC) - 0033-010 / 001-010 / 0061+010 / 0041+010 +800-00000044; Philippines - 1 800 11142270; All other countries (non-tollfree number) - +91 22 6734 7848