

## CHOLA COMPREHENSIVE GROUP PERSONAL ACCIDENT POLICY

We issue this Group insurance policy to the Proposer based on the information provided by the Proposer in the proposal form and premium paid by the Proposer. This insurance is subject to the following terms and conditions. The method of coverage and the Sum Insured that has been opted is indicated in the Policy Certificate. The term **You/ Your / Insured/ Insured Person** in this document refers to the individual group members who will be treated as Insured beneficiary and the term **Proposer /Policy Holder/ Group Manager / Group Organizer** in this document refers to Person/ Organisation who has signed the proposal form and in whose name the policy is issued. Also the term **Insurer/ Us/ Our/ Company** in this document refers to **Cholamandalam MS General Insurance Company Limited**.

This policy will be issued as a group policy to the policy holder and individual certificate may be issued to the beneficiaries.

If at any time during the currency of this policy the **Insured Person** shall sustain any bodily injury then the Company shall pay him or his legal assignee or heir(s), the percentage of **Sum Insured** as stated in the **Policy Certificate** at the rates mentioned under section V of this policy if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of claim against the given benefit described in the **Policy Schedule/Certificate**.

### 1. DEFINITIONS

We use certain words in this **Policy** and the **Policy Schedule/Policy Certificate**, which have a specific meaning and are shown under the heading of definitions in the policy. They have this meaning wherever they appear in the policy or the Policy Schedule/Policy Certificate and are shown in Bold Letters. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender and vice versa in both cases.

1. **Accident means** 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. **Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context
5. **Claims Team** means the Claims administration team within Cholamandalam MS General Insurance Company
6. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
7. **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
  - a) **Internal Congenital Anomaly:** Congenital Anomaly which is not in the visible and accessible parts of the body.
  - b) **External Congenital Anomaly:** Congenital Anomaly which is in the visible and accessible parts of the body.
8. **Dependents** refer to family members comprising of Spouse, Children and Dependent Parents, Parents-in-law, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income.
9. **Dependant Child** refers to a child (naturally or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent sources of income.
10. **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.
11. **Emergency Care** means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
12. **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

**13. 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

**14. 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 pre-existing diseases. Coverage is not available for the period for which no premium is received.

**15. Group:** A group should consist of persons who assemble together with a commonality of purpose or engaging in a common economic activity like employees of a company. It includes non employer–employee groups, like members of employee welfare associations, holders of credit/debit cards issued by a specific company, customers of a particular business where insurance may also be offered as an add on benefit, borrowers of a bank/ financial companies/ co-operative societies, professional associations or societies.

**16. 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 enactments specified under the schedule of Section 56(1) and 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 makes these accessible to the Insurance Company's authorized personnel.

**17. Hospitalisation** means admission in a Hospital for a minimum period of 24 consecutive hours 'In-patient Care' hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

**18. Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule

**19. 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

**20. 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

**21. Limb** means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints

**22. Loss** means the permanent and total loss of functional use or complete and permanent severance

**23. Master Policy Schedule / Policy Schedule** means schedule attached to and forming part of this Policy mentioning the details of the Proposer/Group Manager, the Sum Insured, Period and limits to which benefits under the policy would be payable.

**24. Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription

**25. 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.

**26. 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 its scope and jurisdiction of license.

The registered practitioner should not be the insured or close family members. For the purpose of this definition, close family members would mean and include the Insured person's Spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt, grandfather, grandmother, grandson, granddaughter, nephew, and niece.

**27. Medically necessary Treatment** 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 the insured;
- 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.

**28. Notification of claim** means the process of intimating a claim to the insurer through any of the recognized modes of communication.

**29. Partial** means less than total

**30. Permanent** means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement

**31. 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.

**32. Policy period** means the period between the inception date and earlier of

a. The Expiry Date specified in the Schedule /Policy Certificate

b. The date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition (3.12) below.

**33. Policy Certificate /Certificate of Insurance** means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Certificate.

**34. Pre-existing Condition** means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and/or were diagnosed, and/or for which medical advice / treatment was received within 48 months to prior to the first policy issued by the insurer and renewed continuously thereafter.

**35. Proposal Form** means the form in which the details of the insured person are obtained for a Chola Comprehensive Group Personal Accident 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

**36. Proposer** means the person who has signed in the proposal form and named in the Policy Schedule. He may or may not be insured under the policy

**37. Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

**38. Sum Insured** means the amount shown in the policy Certificate which shall be our maximum liability for each Insured Person for the given benefits during the policy period.

**39. 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 from suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

**40. Totally disabled (permanent or partial)** means due to Injury, if the Insured Person is unable to engage in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by education, training or experience. If at the time of the loss the Insured Person is unemployed, totally disabled shall mean inability to perform all of the usual and customary duties and activities of a person of like age and sex.

## 2. GENERAL EXCLUSIONS

This policy does not provide benefits for any death, disability, expenses or loss incurred in result of any Injury attributable directly or indirectly to the following:

1. intentionally self-inflicted injury, suicide or any attempt thereof, whether sane or insane;
2. Any **Pre-existing** condition or any complication arising from the same.
3. Any Psychiatric or mental disorders
4. AIDS (Acquired Immune Deficiency Syndrome) and / or infection with HIV (Human immunodeficiency virus), venereal disease, sexually transmitted diseases or illness.
5. Congenital external defects or anomalies or in consequence thereof.
6. Pregnancy or childbirth or in consequence thereof.
7. Any treatment other than Allopathy
8. Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
9. Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
10. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality.
11. Nuclear, Chemical and biological terrorism Exclusion Clause:

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

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

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

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

12. The **Insured Person** 's participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
13. loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;
14. any loss of which a contributing cause was the **Insured** ' s actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
15. any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
16. any loss sustained while the Insured is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
17. Resulting in injury whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs
18. Consequential losses of any kind or actual or alleged legal liability
19. Any Events/incidences that happened before the policy inception would not be covered. All events should fall under the policy duration.
20. While you are participating or training for any sport as a professional.
21. This Insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of or due to any **act of terrorism**. For the purpose of this Exclusion, an **act of terrorism** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and / or to put the public, or any section of the public in fear.

### 3. GENERAL CONDITIONS

#### 3.1 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.

#### 3.2 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.

#### 3.3 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.

**3.4 Consideration:** This policy is issued subject to payment of premium in advance. No payment shall be valid unless made under our official receipt. The cover shall not be available prior to the date and time of receipt of premium.

**3.5 Change of Nominee:** No change of nominee under this policy shall bind us, unless the change is formally endorsed thereon by our authorized officer.

**3.6 Change of occupation:** Any change in the professional activity/ occupation as stated in the proposal, must be informed to us by the **Proposer/Insured** immediately. Such change will be scrutinized by us by verifying relevant documents before approval of the change. Our approval shall be signified by endorsement upon the policy and in the event of rejection. The company reserves the right to cancel the policy and shall return the premium on pro-rata for the remaining period. We also reserve the right to repudiate the claim in the event of change in the nature of professional activities / occupation if the change of occupation is not informed to us for passing necessary endorsement.

### **3.7 Claim Procedure**

**3.7.1. Notification:** It shall be a condition precedent for any claim to be made by the **Insured** under this policy or for liability attaching to us hereunder that written notice of claim must be given to any loss, or as soon thereafter as reasonably possible, and in any event not later than 30 days of such occurrence or commencement.

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

**The Insured Person** shall obtain and furnish to us all copy of bills, receipts and any other documentation upon which a claim is based. Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed necessary.

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

### **3.7.3 List of documents to be submitted**

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

#### **I) Accidental Death:**

1. Copy of FIR / Police Report, wherever necessary
2. Copy of Post Mortem Report/Coroner's report (If postmortem is conducted)
3. Copy or Panchanama / Inquest report
4. Death Certificate
5. Original Policy Certificate for deletion of name of the Insured person from the list.
6. Employment proof (for group policy taken by the employer to cover its employees)
  - a. Named policy - Latest salary slip (i.e. for the month the deceased died) or settlement letter copy / Attendance register for one month preceding from the date of death/accident
  - b. Unnamed Policy- Copy of appointment order and joining order
    - Latest 3 salary slips
    - Copy of settlement letter
    - Copy of attendance register for the last one month, preceding from the date of death/accident
  - c. In case of other than employer and employee relationship between the Group Manager and the deceased, document confirming such relationship to be submitted (like members of employee welfare associations, holders of credit/debit cards issued by a specific company, customers of a particular business where insurance may also be offered as an add on benefit, borrowers of a bank/ financial companies/ co-operative societies, professional associations or societies).

**II) Permanent Disablement Claims (Including Partial, Permanent, Extended Permanent & Multifold Permanent Disablement Claims):**

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

**III) Temporary Total Disablement (TTD) / Accidental Weekly Benefit**

1. Report of the attending Doctor confirming disability
2. Admit / Discharge card
3. Investigation reports such as X-rays, Lab test etc
4. Police report wherever necessary
5. Leave certificate from the employer in case of salaried persons
6. Fitness certificate issued by the treating doctor

**IV) Medical Reimbursement (includes IPD & OPD claims)**

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

**V) Education Benefit / Encouragement Grant**

1. Documents as per Death / PTD benefit
2. Bonafide Certificate issued by the educational institution confirming that he/she is a full time student of the institution

**VI) Modification of Residential Accommodation & Vehicle**

1. Documents as per PTD benefit
2. Treating doctor's certificate confirming the necessity for modification
3. Bills/Receipts incurred in modifying the vehicle/residence
4. For modification of the vehicle, necessary approval of the RTO is necessary

**VII) Broken Bones**

1. Admit / Discharge card
2. Investigation reports such as X-rays, Lab test etc
3. Police report wherever necessary
4. Leave certificate from the employer in case of salaried persons
5. Fitness certificate issued by the treating doctor

**VIII) Transportation of Mortal Remains**

1. Documents as per Accidental Death benefit
2. Receipt for expenses incurred in connection with transportation of Mortal Remains.

**IX) Cost of Cremation Benefit**

1. Documents as per Accidental Death benefit
2. Receipt for expenses incurred in connection with cremation.

**X) Ambulance hiring Charges**

1. Copy of FIR/Police Report
2. Copy of Post Mortem Report/Coroner's report
3. Copy or Panchanama / Inquest report
4. Receipt towards expenses incurred in connection with transferring the insured from the accident location to the nearest hospital.

**XI) Tuition Benefit**

1. Report of the attending Doctor confirming disability

2. Admit / Discharge card
3. Investigation reports such as X-rays, Lab test etc
4. FIR/ Police report, wherever necessary
5. Bills and receipts for Home tuition.
6. Certificate of absence from educational Institution

**XII) Hospital Daily Cash**

1. Documents as per Accidental Death / Disability or Broken Bones benefit
2. Admission / Discharge Card
3. All investigation Reports
4. Final Hospital Bill

**XIII) Convalescence Benefit**

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

**XIV) External Aids & Appliances**

1. Documents as per Disability / broken bones benefit
2. Receipt towards expenses incurred on procuring – Artificial limbs, crutches or Wheel Chair.

**XV) Family Transportation Benefit**

1. Documents as per accidental death / disability benefit
2. Original ticket issued by common carrier for travelling from the place of residence to the place of accident by the family member.

**XVI) Extension of Disappearance of Body Benefit**

1. Documents as per Death Benefit
2. Police final report confirming that the body of the insured is untraceable even after 12 months from the date of accident.

**XVII) BURN INJURY BENEFIT**

1. Report of the attending Doctor confirming the line of treatment
2. Admit / Discharge card
3. Investigation reports such as X-rays, Lab test etc
4. Police report wherever necessary
5. Treating doctor's certificate mentioning the % of body are affected by 2nd or 3rd degree burns due to the accident

**XVIII) Double Death Benefit Due to Air Carrier**

1. Documents as per Death Benefit
2. Copy of Boarding Pass
3. Copy of Travel Itinerary
4. Certificate by common carrier confirming the death of the insured due to air accident.

**XIX) Accidental Miscarriage**

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

**XX) Lump sum Benefit on diagnosis of HIV**

1. Report of the attending Doctor confirming the line of treatment

2. Admit / Discharge card
3. Investigation reports such as X-rays, Lab test etc
4. Police report wherever necessary
5. Prescription / Bills pertaining to transfusion of blood at the time of treatment undertaken immediately after accident.

**The documents should be sent to:**

“Health Claims Department,  
Cholamandalam MS General Insurance Company Limited,  
New No.319, Old No.154, Shaw Wallace Building,  
2nd Floor, Thambu Chetty Street, Parry's Corner,  
Chennai – 600001”

**Customer Care Toll Free No: 1800-200-5544**

### 3.7.4 Claim Settlement

- We shall settle claims, including its rejection, within thirty days of the receipt of last 'necessary' document. In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed.
- There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders.

### 3.8 Limitation of Liability

In the event of accidental Injury resulting in the death or disablement of the **Insured Person**, the total benefit payable will be limited to amount stated in the **Policy Certificate** and any interim payments made before death will be off-set/adjusted from the amount due. Our maximum liability under given Benefits however will not be more than 100% of the Sum Insured opted except in case of optional covers, Multifold Permanent Total Disablement Benefit, Double death benefit due to air carrier (scheduled/unscheduled flights) if opted.

We shall not be liable for compensation under more than one of the following clauses for the same accident – Accidental Death or Permanent Total Disablement or Permanent Partial Disablement.

If the Accidental Injury sustained by the **Insured Person** causes a subsequent claim under Death or Permanent Total Disablement or Permanent Partial Disablement, the amounts payable shall be reduced by the amount of any payment already made under Permanent Total Disablement or Permanent Partial Disablement.

Any claim payable under the policy will be in Indian Rupees Only.

### 3.9 Indemnities

All other indemnities of this policy are payable to the **Insured Person**. Indemnity, if any, in case of loss of life of the Insured Person is payable to the nominee named in the Policy. All payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of the payment.

### 3.10 Transfer

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

### 3.11 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. The company reserves its rights to vary the premium from time to time subject to approval of IRDA.
- e. Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If you decide to increase the sum insured at the time of renewal, the Sum Insured revision is subject to written application and our acceptance

- f. In case the policy was purchased through any bank or such Institution selling insurance on our behalf the policy can be renewed through the same channel or directly in case the said channel is discontinued at the time of renewal. **Insured** shall not stand to lose any benefit in case of such direct renewals for which otherwise the Insured is entitled to.
- g. If the **Insured** was covered under a group policy with us and the cover is terminated due to the **Insured** ceasing to be a member of the group then the **Insured** can take a fresh Individual / Family policy without any break in policy period or with break not exceeding 30 days grace period of such termination of cover to avail the continuity benefit which would accrue as if the **Insured** was covered by the original policy.
- h. This product may be withdrawn from the market after approval from IRDA. We will intimate the **Policy Holder / Insured person** in writing about such withdrawal atleast three months prior to the renewal date. The **Policy Holder / Insured person** will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- i. Any revision or modification in a policy subject to the approval from the Authority shall be notified to each **Policy Holder / Insured Person** atleast three months prior to the date such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification.
- j. The premium for renewals shall be subject to discount when group Policy issued witnesses favorable claims ratio as under:

Incurred Claim Ratio	Discount %
Upto 20%	25%
21% to 35%	15%
36% to 50%	10%
51% to 60%	5%

- k. The premium for renewals shall be subject to loading when Group Policy issued witnesses adverse claims ratio as under:

Incurred Claim Ratio	Loading %
Between 80% and 100%	30%
Between 101% and 125%	60%
Between 126% and 150%	90%
Between 151% and 175%	120%
Between 176% and 200%	150%
Over 200%	Cover to be reviewed

No Loading on premium shall be applied on Your individual claims experience basis but the group as a whole.

### 3.12 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/Policy Holder** by giving 15 days written notice delivered to, or mailed to the Proposer's last address as shown in the records. The **policy** shall be void in case of misrepresentation, fraud or non-disclosure of material facts and all premium paid hereon shall be forfeited to the **Company** and no claim shall be payable under the policy. Upon cancellation of the policy by us on account of non cooperation, the **Insured/ Policy Holder** shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

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

Period on Risk (in Months)	Rate of Annual Premium to be retained
1	8%
2	17%

3	25%
4	33%
5	42%
6	50%
7	58%
8	67%
9	75%
10	83%
11	92%
12	100%

### 3.13 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 **Insured** can appoint a person who will receive the money secured by the policy in the event of the **Insured Person'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 **Insured** is entitled to cancel or withdraw the nomination at any time and the **Company** upon request shall make the necessary endorsement in the Policy.

### 3.14 Notification

- 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 **Policy Schedule/Policy Certificate**.
- 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 **Policy Schedule**.

### 3.15 Arbitration

- 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.
- 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.
- 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.

### 3.16 Fraud

If **You** and or **Your** dependent shall:

- Make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or

- Do/ omit to act in manner abetting fraud against Us,

this Policy shall be void 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.

### 3.17 Option to migrate

We shall offer an option to migrate to a suitable Personal Accident insurance policy at the renewal of the policy, provided the policy has been maintained without a break.

### 3.18 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.

### 3.19 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.

### 3.20 Misdescription

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

### 3.21 Territorial Limits

This policy pays for any accidental bodily injury occurring anywhere in the world.  
Medical expenses covered under Optional Covers is restricted to treatment expenses incurred in India Only.

### 3.22 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.

### 3.23 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.

### 3.24 Validity of Policy:

The Cover under the Chola Comprehensive Group Personal Accident Policy for the member will terminate at the earliest of the following occurrence

- a) the expiry date mentioned in the Policy schedule/Policy Certificate,
- b) In case of death of the Insured
- c) Any claim paid up to the Principal Sum.
- d) The date of cancellation of this Policy by either Policy holder or Insurer in accordance with the terms and conditions of the policy.

### 3.25 Automatic Termination

The cover for the **Insured Person** shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage 5.1.1 or 5.1.2

## 4. GRIEVANCES REDRESSAL MECHANISM

### 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.

If any Grievances / issues on Personal Accident related claims pertaining to Senior Citizens, Insured can register the complaint / grievance which shall be processed on Fast Track Basis by dedicated personnel.

### 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 lodgement of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or email at [complaints@irda.gov.in](mailto:complaints@irda.gov.in) for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

Sl.No	Office of the	Name of the Ombudsman and Contact	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.,Asaf Ali Road, NEW DELHI -110 002 (0) 011-23239611, 23237539, 23237532 Fax: 011-23230858 E-mail : iobdelraj@rediffmail.com	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: 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: <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 Fax: 0522-2231310 E-mail: <a href="mailto:ioblko@sancharnet.in">ioblko@sancharnet.in</a>	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: <a href="mailto:ombudsman@vsnl.net">ombudsman@vsnl.net</a>	Maharashtra, Goa

## 5. BENEFITS

The **Policy** provides the following Basic Covers. It is compulsory for the **proposer** to choose any one of the Basic Cover to be eligible for taking this Chola Comprehensive Group Personal Accident Policy. Various Basic Covers applicable for this policy is as shown in the **Policy Schedule**.

The insurance applies to such Injuries sustained by the **Insured** anywhere in the world.

### 5.1 BASIC COVERS

#### 5.1.1 Benefit 1

#### ACCIDENTAL DEATH

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the **Policy Schedule/Policy Certificate** for said policy or is endorsed thereon.

#### Benefit

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

In addition to Accidental Death Sum Insured, the **Company** will also pay upto 3% of **Sum Insured** or Rs. 6,000.00 (whichever is lower), towards the cost of transporting the mortal remains from the place of death to the hospital and/or residence and/or cremation and/or burial ground.

**The Company** will also pay in addition to Accidental Death Sum Insured, the actual costs or Rs. 5,000.00 (whichever is lower), incurred in connection with performance of religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

An amount of Rs. 1,000/- will be paid for Ambulance hiring charges following an accident, subject to submission of bill.

#### Exclusions

In addition to the General Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

1) loss caused directly or indirectly, wholly or partly by:

a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;

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

**5.1.2 Benefit 2**

**PERMANENT TOTAL DISABILITY BENEFIT (PTD)**

This form is part of the policy to which it is attached and is valid only if the form number, benefit and appropriate premium is indicated on the **Policy Schedule/Policy Certificate** for said policy or is endorsed thereon.

It is hereby understood and agreed that in the event of Accidental Injury, causing the Insured Permanently Totally Disabled and such disability has continued for a period of 12 consecutive months, The **Company** will pay the **Insured** the percentage of the **Sum Insured** specified in the table below:

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

The **Company's** maximum liability however should not be more than 100% of the **Sum Insured**.

**Definitions**

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

### 5.1.3 Benefit 3

#### PERMANENT PARTIAL DISABILITY (PPD):

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the **Policy Schedule/Policy Certificate** for said policy or is endorsed thereon.

It is hereby understood and agreed that in the event of Accidental Injury causing the **Insured** Permanent Partial Disability as mentioned in the Table Below within 12 months of the Accidental Injury being sustained, The **Company** will pay the **Insured** the percentage of the **Sum Insured** specified for each and every form of impairment mentioned in the table below. The **Company's** maximum liability however shall not exceed 100% of the **Sum Insured**.

Benefits	Upto Percentage of Sum Insured
i. Loss of toes – all	20%
Loss of Great toe– both phalanges	5%
Loss of Great toe – one phalanx	2%
Loss of Other than great toe, if more than one toe lost, each	2%
ii. Loss of hearing – both ears	60%
iii. Loss of hearing – one ear	30%
iv. Loss of speech	60%
v. Loss of four fingers and thumb of one hand	40%
vi. Loss of four fingers	35%
vii. Loss of thumb – both phalanges	25%
Loss of thumb- one phalanx	10%
viii. Loss of index finger –three phalanges or two phalanges or one phalanx	10%
ix. Loss of middle finger –three phalanges or two phalanges or one phalanx	6%
x. Loss or ring finger – three phalanges or two phalanges or one phalanx	5%
xi. Loss of little finger – three phalanges or two phalanges or one phalanx	4%
xii. Loss of metacarpals – first or second, third, fourth or fifth	3%
xiii. Loss of Sense of smell	10%
xiv. Loss of Sense of taste	5%
xv. Loss of Sight of one eye	50%
xvi Loss of One hand	50%
xvii. Loss of One foot	50%
xviii Any other permanent partial disablement	Percentage as assessed by the panel doctor of the Company

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

## **5.2 OPTIONAL BENEFITS**

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, the policy is extended to cover the optional benefits listed below upto the sum insureds shown within the policy schedule.

### **5.2.1 Benefit 1**

#### **ACCIDENTAL WEEKLY INDEMNITY OR TEMPORARY TOTAL DISABLEMENT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** resulting in temporary disability which completely prevents the insured from each and every duty pertaining to his employment or occupation, **the company** will pay a weekly benefit amount to the **Insured Person** during a period of continuous Temporary Total Disability, as certified by a Medical Practitioner, provided that:

- Such Injury shall be the sole and direct cause of Temporary Total Disablement, and so long as the **Insured Person** shall be totally disabled from engaging in any employment or occupation of any description whatsoever
- Amount payable shall be 1 % of the Sum Insured subject to a maximum of Rs.----- per week for a period not exceeding 100 weeks. In case the disability period is part of a week, the amount payable shall be proportionately considered.
- If the **Insured person** becomes comatose due to an accident during the policy period and is certified to be comatose by a medical practitioner, such comatose period shall be treated as period of temporary total disablement for the purpose of this benefit.
- If a claim becomes admissible under this benefit and also under accidental death or permanent disabilities, for the same accident/injury, the claim payable shall be limited to highest of the Basic Benefit or Temporary Total Disablement only.
- The company shall not pay more than the Insured person's weekly income for every week for this benefit. Weekly income shall mean weekly income of the person excluding overtime payments, bonuses and any other special compensations.
- Claim under this Benefit will be paid only at the end of the disability period or on the expiry of 100 weeks of disablement whichever occur earlier.

#### **Definitions**

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

**5.2.2 Benefit 2**

**EXTENDED PERMANENT TOTAL DISABILITY BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to **Insured person** during policy period resulting in any of the following disabilities, within 12months of the date of accident, **the Company** shall pay the **Insured person** the percentage of the **Sum Insured** specified for each and every form of disability mentioned in the table below. **Company’s** maximum liability however shall not exceed 100% of the **Sum Insured** at any point of time.

<b>Benefits</b>	<b>Percentage of Sum Insured</b>
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye 100%	100%
Comatose State	100%
Loss of hearing – both ears	70%
Loss of hearing – one ear	30%
Loss of speech	60%
Loss of Sense of smell	10%
Loss of Sense of taste	5%

**Note:** This benefit will not be provided if the policy already provides for Permanent total disability benefit

### 5.2.3 Benefit 3

#### **MULTIFOLD PERMANENT TOTAL DISABLEMENT BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of permanent total disability of the **Insured person**, as defined under the policy, due to an accident, the benefit payable under Permanent Total Disability Benefit Section of the policy shall be increased by the ---% (to be chosen from 100%, 200%, 300% and 400%).

#### 5.2.4 Benefit 4

##### **ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, the **Company** will reimburse the **Insured** -----% of Basic Sum Insured or actuals, whichever is less towards the cost of treatment by a **Medical Practitioner** and use of Hospital facilities in India for medical treatment of Injury arising out of an **Accident** and for which there is a valid claim under this policy.

##### **Exclusions**

In addition to the General Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by:
  - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) Dental care or surgery except as occasioned by **Accidental Injury**.

### 5.2.5 Benefit 5

#### **ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT – INPATIENT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, The **Company** will reimburse the **Insured** the cost of treatment by a **Medical Practitioner** and use of Hospital facilities in India provided the **Insured** is admitted as an inpatient for medical treatment of **Injury** arising out of an **Accident**, subject to the hospitalisation commencing during the policy period and the limit as shown in the **Policy Certificate**.

#### **Exclusions**

In addition to the General Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by:
  - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) Dental care or surgery except as occasioned by **Accidental Injury**.

## 5.2.6 Benefit 6

### **ACCIDENTAL MEDICAL EXPENSES REIMBURSEMENT – INPATIENT & OUTPATIENT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, The **Company** will reimburse the **Insured** the cost of treatment by a **Medical Practitioner** and use of Hospital facilities in India provided the **Insured** is admitted as an inpatient for medical treatment of Injury arising out of an **Accident**, subject to the hospitalisation commencing during the policy period the limit as shown in the **Policy Certificate** for inpatient treatment.

In addition, The **Company** will reimburse the **Insured** the cost of treatment by a **Medical Practitioner** and use of Hospital facilities in India for medical treatment of Injury arising out of an **Accident** as an outpatient, subject to the treatment commencing during the policy period and the sub-limit and deductible of Rs.1000 / NIL as shown in the **Policy Certificate** for outpatient treatment.

Provided the total benefit payable under this benefit shall not exceed the limit shown in the **Policy Certificate** for outpatient treatment.

#### **Definitions**

**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 of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**OPD treatment** – OPD treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

#### **Exclusions**

In addition to the Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by:
  - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) Dental care or surgery except as occasioned by Accidental Injury.

### 5.2.7 Benefit 7

#### **EDUCATION GRANT COVER FOR ONE DEPENDANT CHILD:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to Insured Person resulting in an admissible claim under Basic Cover of Accidental Death or Permanent Total Disablement, Educational Grant as mentioned in the Policy Certificate is payable. This is subject to the dependent child studying in an educational institute as a full time student, on the date of accident.

This benefit shall be payable irrespective of whether the parent(s) is covered under any other personal accident policy with us or with others.

### 5.2.8 Benefit 8

#### **EDUCATION GRANT COVER FOR TWO DEPENDANT CHILDREN:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to Insured Person resulting in an admissible claim under Basic Cover of Accidental Death or Permanent Total Disablement, Educational Grant as mentioned in the Policy Certificate is payable per child. This is subject to the dependent child studying in an educational institute as a full time student, on the date of accident.

This benefit shall be payable irrespective of whether the parent(s) is covered under any other personal accident policy with us or with others.

### 5.2.9 Benefit 9

#### **EDUCATIONAL ENCOURAGEMENT GRANT COVER:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to **Insured Person** resulting in an admissible claim under Basic Cover of Accidental Death or Permanent Total Disablement, Educational encouragement Grant is paid as under:

- a. This benefit is payable to eligible child of the **Insured person**
- b. Eligible child is the one who is pursuing the full time graduation course or a full time course beyond graduation as on the date of death of **Insured person**
- c. The child of the Insured person who enrolls for full time graduation course within 12 months of the death of **Insured Person** also is considered as Eligible child for this benefit.
- d. The benefit shall be payable for a maximum of four consecutive years or till the child reaches 23 years of completed age, whichever is earlier.
- e. The amount payable per year shall not exceed the actual tuition fee paid for enrollment for the year subsequent to the death of **Insured Person** subject to maximum of **Sum Insured** specified for this benefit in the policy Certificate. The tuition fee shall not include any charges like capitation fee/ hostel fee/ boarding expenses etc.
- f. This benefit is payable only on enrollment for the course and submission of receipt for payment of the tuition fee.
- g. This benefit shall be payable irrespective of whether the parent(s) is covered under any other personal accident policy with us or with others

**Note:** The **Sum Insured** for this benefit shall be the total of fees required for a period of four years.

### 5.2.10 Benefit 10

#### TUITION BENEFIT:

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, during the **Policy Period**, if the **Insured Person** is not able to attend school/college, we will pay the actual expenses subject to a maximum of **Sum Insured** as mentioned against this benefit in the **Policy Certificate** towards fee for home tuition.

This benefit is payable only following an admissible claim under Benefits of permanent disability (either total or partial) or Broken Bones of the policy.

### 5.2.11 Benefit 11

#### **MODIFICATION OF RESIDENTIAL ACCOMMODATION AND VEHICLE:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to the **Insured Person**, the **Company** shall reimburse the actual expenses incurred for modification of residential accommodation/vehicle upto a maximum of Rs.-----/- subject to the following:

- a. The expenses are reasonably incurred to modify the insured member's residential accommodation or own vehicle on account of **Insured Person** having suffered Permanent Total Disability
- b. These modifications are carried out in India
- c. These alternations are necessary as per the advice of treating/ attending **Medical Practitioner**.
- d. Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy is admissible.

### 5.2.12 Benefit 12

#### **BROKEN BONES BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, during the **Insured Period** causing the insured member to sustain **Fracture** of bones and this is certified by a **Medical Practitioner**, then the percentage of the **Sum Insured** specified against this benefit in the Schedule of benefits as mentioned in the table below shall be payable.

S. No.	Nature of fracture	%age of Sum Insured
1	<b>Fractures of hip or pelvis (excluding thigh or coccyx):</b>	
	a) Multiple fractures (at least one compound & one complete)	100%
	b) All other compound fractures	50%
	c) Multiple fractures, at least one complete	30%
	d) All other fractures.	20%
2	<b>Fractures of thigh or heel:</b>	
	a) Multiple fractures (at least one compound & one complete)	50%
	b) all other compound fractures	40%
	c) Multiple fractures, at least one complete	30%
	d) All other fractures	20%
3	<b>Fractures of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding colle's-type fracture):-</b>	
	a) Multiple fractures (at least one compound & one complete)	40%
	b) All other compound fractures	30%
	c) Multiple fractures, at least one complete	20%
4	<b>Fractures of Lower Jaw:</b>	
	a) Multiple fractures (at least one compound & one complete)	30%
	b) All other compound fractures	20%
	c) Multiple fractures, at least one complete	16%
	d) All other fractures	8%
5	<b>Fractures of Shoulder Blade, Kneecap, sternum, Hand (excluding fingers and wrist), Foot (excluding toes and heel):</b>	
	a) All compound fractures	20%
	b) All other fractures	10%
6	<b>Colle's type fracture to the Lower Arm:</b>	
	a) Compound	20%
	b) Other	10%
7	<b>Fractures of Spinal Column (all vertebrae but excluding coccyx):</b>	
	a) Resulting in spinal cord damage	100%
	b) All compression fractures	20%
	c) All spinous, transverse process or pedicle fractures	20%
	d) All other vertebral fractures	10%
8	<b>Fractures of Rib or Ribs, Coccyx, Toe and toes, finger or fingers:</b>	
	a) Multiple fractures (at least one compound & one complete)	16%
	b) All other compound fractures	12%
	c) Multiple fractures, at least one complete	8%
	d) All other fractures	4%
	2) Fracture of all ribs and breast bone)	50%
9	<b>Fractures of Cheekbone, Upper Jaw, Nasal bone:</b>	
	a) Multiple fractures (at least one compound & one complete)	16%

b)All other compound fractures	12%
c)Multiple fractures, at least one complete	8%
d)All other fractures	4%
2) Other skull bone fractures (excluding teeth)	30%

**Definitions specific to this Benefit:** For the purpose of this cover:

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

**Specific Conditions**

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

**Exclusions**

In addition to the General Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by the **Insured Person** suffering from sickness of disease not resulting in bodily injury
- 2) Any fracture resulting from Osteoporosis or a malignant disease where this condition has been diagnosed prior to the fracture occurring.
- 3) While the **Insured Person** in engaging in any form of aerial flight other than as a passenger
- 4) While the **Insured Person** in participating or training for any sport as a professional.

### 5.2.13 Benefit 13

#### **HOSPITAL DAILY CASH:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, If the **Insured Person** is hospitalized as result of such injury, the **Company** will pay the Hospital Daily Cash benefit. This benefit shall be paid for each continuous and completed period of 24 hours of Hospitalisation in India for a maximum period of -----(to be chosen from 15 days/30 days/45) days per person and per policy period. The limits under this section are as mentioned below:

Per day limit: Rs -----(To be chosen from 500/ Rs 1000/ Rs 2000/ Rs 3000/ Rs 5000/-).

In case of stay in ICU, the chosen per day limit shall be increased by 100%.

**Sum Insured** applicable for this optional cover: Maximum Number of days covered under the policy multiplied by Per day limit.

This benefit is subject to the hospitalization related to **Accidental Injury** for which there is a valid claim admitted under the basic covers of Accidental Death or permanent disability (either total or partial) or Broken Bones of the policy

#### 5.2.14 Benefit 14

##### **CONVALESCENCE BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury, the company** will pay you a lump sum as mentioned in the **Policy Certificate**, if the **Insured Person** is confined to a Hospital in India as a result of such injury occurring during the policy period for a consecutive period of more than ----(to be chosen from 5 / 10 / 15) days as opted as per **Policy Certificate**, following an admissible claim under basic covers of Accidental Death or permanent disability (either total or partial) or Broken Bones of the policy.

This benefit is payable only for one occurrence per **Insured Person** during the entire policy period.

### 5.2.15 BENEFIT 15

#### EXTERNAL AIDS AND APPLIANCES:

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to the **Insured Person** during the **Policy Period**, resulting in usage of external aids and appliances, **the Company** will reimburse the actual expenses incurred upto the maximum limit mentioned in the **Policy Certificate**. This benefit covers the following external aids and appliances and subject to a valid claim under benefits of permanent disability (either total or partial) or broken bones of the policy:

- a) Artificial Limbs
- b) Crutches
- c) Wheel-chair

#### 5.2.16 Benefit 16

##### **FAMILY TRANSPORTATION BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to **Insured Person** during the **Policy Period**, if there is a valid claim admitted under the basic covers of accidental death or permanent total disability of the policy and the **Insured Person** is away from his/her residence, this benefit will reimburse the actual expenses incurred by the immediate **family member** (applicable for maximum of 2 members) for transportation by the most direct route by a licensed common carrier to the location of the **Insured Person** and back upto the maximum limit as mentioned on the **policy Certificate**.

For the purpose of this extension, immediate **family member** shall mean and include the **Insured Person's** Spouse, children (including adopted and step children) and parents.

### 5.2.17 Benefit 17

#### **AMBULANCE CHARGES:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** to the **Insured Person** during the **policy period**, **the Company** shall pay for the expenses incurred on an Ambulance to transfer the **Insured** to the nearest hospital up to an amount mentioned in the **Policy Certificate**, subject to submission of bill.

This benefit is payable only following an admissible claim under Benefits of permanent disability (either total or partial) or broken bones of the policy.

### 5.2.18 Benefit 18

#### **REPATRIATION OF MORTAL REMAINS BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of death of **Insured person** due to an accident outside the residence resulting in a admissible claim under accidental death benefit, the Company shall pay actual expenses subject to the limit as shown in the **policy Certificate** for transportation of dead body of the **Insured Person** from the place of death to the hospital and/or residence and/or cremation and/or burial ground provided the distance between the normal place of residence and the place of death is not less than 100 KMs

### 5.2.19 Benefit 19

#### **COST OF CREMATION BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of death of **Insured person** due to an **accident** resulting in a admissible claim under accidental death benefit, the **Company** shall pay a lump sum amount as shown in the **Policy Certificate**, towards expenses incurred in connection with performance of cremation ceremony / last rites

### 5.2.20 Benefit 20

#### **EXTENSION FOR DISAPPEARANCE OF BODY BENEFIT:**

In consideration of payment of additional premium, It is hereby understood and agreed that in the event of **Insured person's** body becoming non-traceable for a period of 12 months from the date of an **accident** to aircraft/ watercraft in which insured was travelling as a passenger, or as a result of any act of God perils, accidental death would be deemed to have occurred to the **Insured person** and the applicable benefits under the policy shall be payable.

**5.2.21 Benefit 21**

**BURN INJURY BENEFIT:**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury to Insured**, during the **Insured Period** causing the insured member to sustain 2<sup>nd</sup> or 3<sup>rd</sup> degree burns within 90 days of such accident and this is certified by a **Medical Practitioner**, then the percentage of the **Sum Insured** specified against this benefit in the **policy Certificate** as mentioned in the table below shall be payable.

<b>SI No</b>	<b>% of body area affected by 2<sup>nd</sup> or 3<sup>rd</sup> degree burns</b>	<b>%age of Sum Insured</b>
1.	4.5%	15%
2.	9%	30%
3.	18%	50%
4.	27%	75%
5.	36%	100%

## 5.2.22 Benefit 22

### **DOUBLE DEATH BENEFIT DUE TO AIR CARRIER (Scheduled / Unscheduled Flights):**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of an **Accident injury** solely and directly resulting in the loss of life of the Insured within 90 days of the date of **Accident** while the **Insured Person** was travelling as a fare paying passenger in a Scheduled or an Unscheduled Flight including boarding and alighting from that Air Carrier, then the Accidental Death benefit payable under the **policy** shall be increased by 100% . For the purpose of this benefit, Unscheduled Flight means any properly licensed private aircraft and / or helicopter in which the Insured travels as a passenger.

### **5.2.23 Benefit 23**

#### **ACCIDENTAL MISCARRIAGE:**

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, it is hereby understood and agreed that in the event of an Accident injury suffered by the insured during the policy period solely and directly result in miscarriage of a pregnant Insured Person within 90 days of such accident, the Company shall pay a lumpsum as mentioned in the Policy Certificate.

The miscarriage shall not be attributed to any natural causes and/or sickness relating to pregnancy or childbirth

This benefit is applicable only to the female employees covered under the Chola Comprehensive Group Personal Accident Policy

#### **Exclusions:**

1. Voluntary Termination of Pregnancy

#### **5.2.24 Benefit 24**

##### **TERRORISM COVER:**

Notwithstanding any of the exclusions mentioned in the policy wordings, It is hereby understood and agreed that in consideration of payment of additional premium, the policy extends to cover claims due to Terrorism as defined under Terrorism Exclusion Clause forming part General Exclusion no.21 of the policy for all Insured benefits.

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

Further it is also hereby declared and agreed that Terrorism / Any act of terrorism resulting in War and War like operations mentioned in General Exclusion No.10 of the policy also stands deleted.

### **5.2.25 Benefit 25**

#### **LUMPSUM BENEFIT ON DIAGNOSIS OF HIV:**

Notwithstanding anything to the contrary contained in the Policy, In consideration of payment of additional premium, it is hereby understood and agreed that the Company shall pay a lumpsum benefit of Rs.25000/- in the event of the Insured Person being diagnosed with HIV Infection within a period of 90 days from the date of Blood Transfusion undergone as a part of treatment for Accidental injury suffered by the Insured during the policy period.