



# Chola Income Shield Insurance (Group)

## Contents

1. Benefits
2. Coverages and Exclusions
3. Definitions
4. General Conditions
5. Grievance Redressal Mechanism
6. Optional Covers

We issue this 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 Schedule. The term **You/ Your / Insured/ Insured Person / Proposer** 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/Organization 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**.

## 1. BENEFITS

This **policy** pays a Lumpsum Benefit in the event of loss of Monthly Income to the **Insured Person** due to loss of Job during the Policy Period. The Lumpsum Benefit will be 3 times of the **Fixed Sum Insured** per month payable per person / **Insured Event** as mentioned in the **Policy Schedule**, subject to a declaration by the insured that he/she was unemployed for not less than a period of fifteen (15) / thirty (30) continuous days (as per the plan selected by the insured) from the date of **Insured event**.

This policy is available in two Plans, 'Platinum Plan', which requires the Insured to be unemployed for a minimum period of 15 continuous days and 'Silver Plan' which requires the Insured to be unemployed for a minimum period of 30 continuous days to be eligible for the benefit.

### SCHEDULE OF BENEFITS

<b>Eligibility</b>		
Minimum Entry Age	18 years (completed age)	
Maximum Entry Age	Upto 65 years	
Policy Tenure	One Year	
Minimum Unemployment period (continuous days)	<b>Platinum Plan – 15 days, Silver Plan – 30 days</b>	
Insured Events	One / Two Insured Events per annum	
Basic Cover	Loss of Monthly Income due to Loss of Job	
Fixed Sum Insured per month	Sum Insured will be in multiples of Rs.1000/- subject to a maximum of the Gross Monthly Income	
	<b>Minimum Fixed SI per month</b>	<b>Maximum Fixed SI per month</b>
	Rs.10,000/- per person	Rs.10,00,000/- per person
Maximum liability	Lumpsum Benefit equal to 3 times of the Fixed Sum Insured per month on occurrence of per Insured Event per person	
Waiting Period	90 days (Not applicable for loss of income due to personal accident)	
<b>Optional Covers on payment of Additional Premium</b>		
<b>Accident Protection</b>	<b>Sum Insured</b>	
a. Death	50 times of Fixed Sum Insured per month (opted under Basic Cover) subject to a maximum of Rs.25,00,000/-	
b. Loss of eyes / hands / feet		
c. Loss of one eye / hand / foot		
d. Permanent total disablement - Disabling the insured from any employment		
Transportation of Mortal Remains	Rs.10000/- in addition to Accident Protection SI	
Cost of Cremation	Rs. 5000/- in addition to Accident Protection SI	
Maximum liability under Accident Protection Section	Our liability will be limited to the Sum Insured under Accident Protection Section	

<b>Children Education Protection Benefit</b>	50% of the Fixed Sum Insured per month (opted under Basic Cover) subject to a maximum of Rs.50000/-
<b>Parental Care Benefit</b>	50% of the Fixed Sum Insured per month (opted under Basic Cover) subject to a maximum of Rs.50000/-

The benefit applicable to you will depend on the Plan and Sum Insured opted by you as shown in your Policy Schedule.

## 2 COVERAGES

### Section 2.1: Loss of Monthly Income due to Loss of Job:

This policy will pay a lumpsum benefit per **Insured Event** per person occurring due to any of the following;

- Termination, dismissal or retrenchment of the **Insured** from employment during the policy period imposed on him/her by the employer on account of closure of the firm / body corporate / establishment wherein the **Insured** is employed, due to poor financial condition or any merger/acquisition of the firm / body corporate / establishment.
- Termination or dismissal, lay off, temporary suspension or **retrenchment** of the **Insured** from the employment during the **policy period** imposed on him/her by the firm / body corporate / establishment in compliance with any law relating to this employment for the time being in force or any directives by any Public Authority .
- Retirement of the Insured during the policy period due to any retirement scheme of compulsory nature if the firm / body corporate / establishment are closing down one division and a minimum of 20 employees are availing the retirement scheme.
- Termination or temporary suspension of the Insured from employment during the policy period imposed on him by the employer , in consequence of an accident sustained by the Insured while the policy is in force, subject to the insurance being in force continuously from the date of accident till the date of insured event.
- Termination or temporary suspension of the Insured from employment during the policy period imposed on him by the employer, due to critical illnesses listed below and as specifically defined below whose signs and symptoms first commenced while the policy is in force, after the waiting period as mentioned under section 2.3.1 of the policy, subject to the insurance being in force continuously from the date of diagnosis of critical illness till the date of insured event.

The list of Critical illness is as below

- Cancer of Specified Severity
- Stroke Resulting In Permanent Symptoms
- Open Chest CABG
- Kidney Failure Requiring Regular Dialysis
- Multiple Sclerosis With Persisting Symptoms
- Major Organ/Bone Marrow Transplant
- Surgery to Aorta
- Motor Neuron Disease with Permanent Symptoms
- Open Heart Replacement or Repair of Heart Valves
- First Heart Attack - of Specified Severity

### 2.2 Special Condition applicable to Section 2.1

The **Company** shall not be liable to pay any amount over and above the lumpsum benefit per **Insured Event** per person under basic cover as specified in the **policy schedule**.

### 2.3. Exclusions

#### 2.3.1 Waiting Period

A waiting period of 90 days will apply to all claims under the policy excluding loss of Job due to Personal Accident. This Exclusion shall not apply to an Insured in case of continuous renewal with us.

#### 2.3.2 The policy does not cover any losses caused directly or indirectly due to the following:

- The **Company** shall not be liable to make any payment under this policy in the event of termination, dismissal, temporary suspension or retrenchment from employment of the **Insured Person** being attributed to any dishonesty or fraud or poor performance on the part of the **Insured Person** or his/her willful violation of any

- rules of the employer or laws for the time being in force or any disciplinary action against the **Insured Person** by employer.
2. The **Company** shall not be liable to make any payment under this **Policy** in connection with or in respect of:
    - a. **Insured Person** who are Self employed
    - b. Unemployment arising within the waiting period of the **Policy**.
  3. Any unemployment which does not commence during the **Policy Period**.
  4. Any unemployment from a job under which no salary or any remuneration is provided to the **Insured Person**
  5. Any unemployment due to death of the **Insured Person**
  6. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority.
  7. Any unemployment due to resignation, voluntary retirement if opted by the **Insured** on personal grounds.
  8. Any Voluntary Superannuation or voluntary early retirement opted by the **Insured**
  9. Any termination following a termination notice already served by the employee prior to the commencement of this **Policy**.
  10. Any events occurring before the commencement of the cover or otherwise outside the Period of Insurance

### **2.3.3 Exclusions applicable to Personal Accident (Coverage 2.1.d)**

This policy does not provide benefits for any loss incurred directly or indirectly due to the following:

- a. **Insured** person acting against the advice of a physician
- b. Self-endangerment unless in self-defense or to save life.
- c. Intentional self Injury and / or the use or misuse of intoxicating drugs and / or alcohol
- d. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil.
- e. Commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- f. Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combat terrorists, rebels or like.
- g. Insured person's participation in any hazardous activities including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock / mountain climbing and the like whether voluntary or paid.
- h. **Nuclear, Chemical, 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.

### **2.3.4 Exclusions applicable to Critical Illness Benefit (Coverage 2.1.e)**

This policy does not provide benefits for any loss incurred directly or indirectly due to the following:

- a. Any **Critical Illness** arising on account of or in connection with any **pre-existing disease**.
- b. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HIV) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.

- c. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil.
- d. Commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- e. Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combat terrorists, rebels or like.
- f. Insured person's participation in any hazardous activities including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock / mountain climbing and the like whether voluntary or paid.
- g. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
- h. Radioactive contamination
- i. Intentional self Injury and / or the use or misuse of intoxicating drugs and / or alcohol

### 3. DEFINITIONS

We use certain words in the **Policy** and the **Policy Schedule**, 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** 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 / Accidental** mean a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Age** means completed years on the last birthday of the Insured Person as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period.
3. **Annual Period** refers to a continuous period of insurance of 12 months within the policy period.
4. **Bank** means a banking Company which transacts the business of banking in India.
5. **Claims Team** means the Claims administration team within Chola MS General Insurance Company
6. **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.
7. **Condition Precedent** shall mean a policy term or condition upon which the liability of the Company under the policy is conditional upon.
8. **Congenital Anomaly** refers to a condition(s) which is present since birth, and 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** is in the visible and accessible parts of the body
9. **Contract / Contractual** means a work contract which is for a specific term
10. **Contribution** is 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 Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
11. **Disclosure to information norm** means the policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact
12. **Dismissal** means an official notice of discharge from employment or service
13. **Endorsement:** Endorsement means written evidence of change to the insurance Policy including but not limited to increase or decrease in the coverage limit, extent and nature of the cover agreed by the Company in writing
14. **Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.
15. **Fixed Sum Insured** per Month means and denotes the amount opted by the Insured Person not exceeding his/her Gross Monthly Income against the Cover subject to the terms and conditions of this Policy and as stated in the Policy Schedule.
16. **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.
17. **Hospital** means any institution established for inpatient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- a. Has qualified nursing staff under its employment round the clock;
  - b. Has at least 10 inpatient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - c. Has qualified medical practitioner(s) in charge round the clock;
  - d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e. Maintains daily records of patients and make these accessible to the Insurance Company's authorized personnel.
18. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in the Policy Schedule/Certificate of Insurance of this Policy. If the Loan amount pertains to Assets, it shall mean to include Assets in India Only.
19. **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.
20. **Monthly Income:** Gross Monthly income as per the Salary slip or Certificate issued by the employer to that extent or the Form 16 Certificate for the relevant year.
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. **Insured Event** means any event specifically mentioned as covered under this Policy and shall mean and include Loss of Monthly Income to the Insured due to Loss of Job.
24. **IRDA / Authority** – Insurance Regulatory and Development Authority
25. **Layoff** means the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery [or natural calamity or for any other connected reason] to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched.
26. **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
27. **Nominee** means the person(s) / Financial Institution nominated by the Insured to receive the insurance benefits under this Policy in the event of Loss of income or Accidental death of the Insured. For the purpose of avoidance of doubt, it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
28. **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 the Insured's statement in the Proposal form.
29. **Policy period** means the period between the inception date and earlier of
- a) the Expiry Date specified in the Schedule
  - b) the date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition IV (9) below.
30. **Policy Schedule** means that portion of the Policy which sets out the personal details of the Insured Person, 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 Policy.
31. **Pre-existing Condition:** Pre-existing condition means any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment within 48 months prior to the first policy issued by the Insurer.
32. **Proposal Form:** The form in which the details of the insured person are obtained for an 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.
33. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience and command, determine or judge.
34. **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.
35. **Retrenchment** means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include:
- a) voluntary retirement of the workman; or
  - b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

c) termination of the service of a workman on the ground of continued ill-health

36. **Self Employed** means Sole Proprietor/ one of the Partners in a Partnership Firm/Director of the company owned by the Insured Person
37. **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.
38. **Waiting period** refers to the period during which we shall not be liable to make any payment for any claim under the policy. This is not applicable if caused directly due to an accident during the policy period

### 39. List of Critical Illness and their definitions

#### 39.1 Cancer of Specified Severity

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukaemia, lymphoma and sarcoma.

The following are excluded –

- Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to:
- Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- Any skin cancer other than invasive malignant melanoma
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0.....
- Papillary micro - carcinoma of the thyroid less than 1 cm in diameter
- Chronic lymphocytic leukaemia less than RAI stage 3
- Microcarcinoma of the bladder
- All tumours in the presence of HIV infection

#### 39.2 Stroke Resulting In Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for atleast 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

#### 39.3 First Heart Attack - of Specified Severity

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T;
- Other acute Coronary Syndromes
- Any type of angina pectoris

#### 39.4 Open Chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Excluded are:

- Angioplasty and/or any other intra-arterial procedures
- Any key-hole or laser surgery.

#### 39.5 Kidney Failure Requiring Regular Dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner

#### 39.6 Multiple Sclerosis With Persisting Symptoms

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

- I. Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- II. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
- III. Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart.

Other causes of neurological damage such as SLE and HIV are excluded

#### 39.7 Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or Human bone marrow using haematopoietic stem cells The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- I. Other stem-cell transplants
- II. Where only islets of langerhans are transplanted

#### 39.8 Surgery to Aorta

The actual undergoing of surgery for a disease of the aorta (meaning the thoracic and abdominal aorta but not its branches, and excluding traumatic injury of the aorta and congenital narrowing of the aorta) needing excision and surgical replacement of the diseased aorta with a graft

#### 39.9 Motor Neuron Disease with Permanent Symptoms

Motor neurone disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

#### 39.10 Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valves(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### 4. GENERAL CONDITIONS

**4.1 Entire Contract – Changes:** This **policy**, the **Schedule**, the **proposal form**, benefits, endorsements and any memorandum hereto, shall be read together as one contract and any words or expression to which specific meanings attached shall bear such specific meanings wherever they shall appear. No change or alteration in this policy shall be valid until approved and endorsed by the **Company's** authorized officer in writing. No other person including the **Company's** Agent has any authority to change or alter this policy or to waive any of the provisions thereof. Only the **Company** has the authority to change or alter this policy or to waive any of the provisions under this policy.

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

**4.3 Change of Nominee:** No change of nominee under this policy shall bind the **Company**, unless the change is formally endorsed in the **policy** by the **Company's** authorized officer.



**4.4 Change of occupation / Monthly Income:** Any change in the professional activity/ occupation or Income as stated in the **proposal**, must be informed to the **Company** by the **Insured Person** immediately. Such change will be scrutinized by the **Company** by verifying relevant documents before approval of the change. The **Company's** approval shall be signified by endorsement upon the policy. In the event of rejection the **Company** will cancel the coverage and shall return the premium on pro-rata basis for the remaining period subject to no claim. In the event of acceptance of the change in the Income, the **Company** shall effect the change from next renewal. The **Company** also reserves the right to repudiate any claim in the event of change in the nature of professional activities / occupation / Income not intimated to the **Company**.

**4.5 Validity of cover**

The Cover under the policy for the member will terminate at the earliest of the following occurrence

- a. the expiry date mentioned in the **Policy schedule**,
- b. In case of death of the **Insured**
- c. On payment of claim upto number of insured events as opted by the **Insured** and specified in the **policy schedule**.
- d. Date of cancellation of the policy either by the **Insured** or Insurer as per policy terms and conditions

**4.6 Transfer**

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

**4.7 Renewal Conditions:**

- a) We agree to renew your policy except on grounds of moral hazard, misrepresentation, fraud or non cooperation by the Insured.
- b) This **policy** can be renewed for a period of 12 months subject to payment of premium prior to expiry of the policy and not later than 30 days grace period posts the expiry of the policy.
- c) The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d) **Sum Insured** can be enhanced at the time of renewal of the **Policy** subject to increase in the Gross Monthly Income. The increased **Sum Insured** will be subject to the waiting periods applicable under the policy.
- e) The **company** reserves its right to revise the premium from time to time subject to approval of Authority.
- f) This product may be withdrawn from the market by informing the Authority giving details of the product and the reason for withdrawal. We will intimate the Insured person in writing about such withdrawal at least three months prior to the renewal date. However, the cover under such policy shall continue till the expiry date shown in the Policy Schedule.
- g) Any revision or modification in a policy subject to the approval from the Authority shall be notified to each policy holder at least three months prior to the date when such revision or modification comes into effect. The notice shall set out the reasons for such revision or modification

**4.8 Cancellation:**

This policy may be cancelled by us on account of misrepresentation, fraud or non-disclosure of material facts or non cooperation of the **Insured/Policy Holder** by giving fifteen (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 **Insured/Policy Holder** may also cancel the policy at any time in which event, the **company** shall be entitled to retain premium at Short Period Scale for the expired portion on the date of cancellation. Any excess premium available with us after adjustment at Short Period Scale as provided herein below shall be refunded to the **Insured/ Policy Holder** except for those Insured Person(s) for whom a claim has been paid or is payable in the current policy.

Short Period Scale: 1 Yr Policy Term	
No. of Months	% of Premium to be retained
0 to 2	25%
2 to 5	50%
5 to 8	75%

8 to 11	100%
>11	100%

#### 4.9 Notification

- I. 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 respectively specified in the **Policy Schedule**.
- II. 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**.

#### 4.10 Limitation of Liability

- a. The **Company's** maximum liability will be limited to the lumpsum benefit per Insured Event under Basic Cover of the policy as mentioned in the **Policy Schedule**.
- b. The **Company** shall not be liable to pay claim under Basic Cover of the policy in the event of death of the **Insured Person** happening during the unemployment period of 15 or 30 continuous days.

#### 4.11 Territorial Limits

This policy pays for the insured contingencies occurring within India excluding Personal Accident cover. The Coverage is applicable worldwide for Personal Accident Cover.

#### 4.12 Payment of Claims

- All Claims under this policy shall be payable in Indian currency.
- The Company shall be duly discharged of its obligations under this Policy and the Insured shall hold the Company harmless, upon making the payment of the claim to the Insured or his nominee/legal heirs as the case may be.

#### 4.13 Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

#### 4.14 Fraud

If You and or Your dependent shall:

- I. make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or
- II. Do / omit to act in manner abetting fraud against Us,

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

#### 4.15 Free Look Period

The **Insured** 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 pro-rata premium from the risk start date till date of cancellation.

#### 4.16 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

#### 4.18 Multiple Policies

If two or more policies are taken by an Insured during a period from one or more insurers, the contribution clause shall not be applicable.

#### 4.19 Claims Procedure

- 1. Claim Intimation:** On the happening of any loss, the Insured shall forthwith give notice thereof to the Company in writing to any of the offices of the Insurance Company or intimate to CRM- Toll free No.1800-200-5544 and in any event not later than 30 days of occurrence.
- 2. Document Submission:** 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 the Company.  
Completed Claim Form with written evidence of loss of Income in the form of claim documents mentioned in the policy must be furnished to the Company at the earliest, but not later than thirty (30) days after the date of intimation. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if the Insured Person is able to satisfy the Company that it was not reasonably possible to do so within such time. In any event, no proof furnished beyond three (3) months from the date of loss shall be accepted.

The **Insured** shall obtain and furnish to the Company all documents pertaining to employment including salary slips, termination or retrenchment letter 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'.

The Company or the Company's 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 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 the Company.

Proof of identity and residence of the beneficiary shall be submitted in case claims exceeds Rs 1 Lakh

#### **Claim Settlement**

- We shall settle claims, including its rejection, within 15 days of the receipt of last 'necessary' document.
- 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.
- There is no TPA tie –up envisaged for this product. Any arrangement in future will be disclosed in the Policy to the Policyholders

#### **3. Delay in intimation of claim**

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

#### **4. Documents required**

Claim documents are to be sent to the issuing office address as shown in the **Policy Schedule**. Following documents are to be submitted along with completed claim form for processing the claim:

##### **Basic Documents required for claims under Loss of Monthly Income Section:**

1. Completed claim form
2. Evidence in support of loss of income
3. Undertaking from the insured about the no. Of days continuous unemployment period
4. Last 3 months salary slip
5. Certificate from the employer of the Insured person confirming the termination, dismissal, temporary suspension or retrenchment from employment, furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment with the reasons for the same and a confirmation of non-payment of salary. In case of temporary suspension, the period of suspension should also be mentioned in such certificate.
6. FIR/MLC Copy in case of Personal Accident in case of termination/temporary suspension was in consequence of an accident.
7. Doctor Certificate certifying the diagnosis of critical illness in case of termination or temporary suspension was in consequence of critical illness

**Documents required for claims under Accident Protection Benefit**

**Death Claim (Basic Documents):**

1. Duly completed Claim form by the nominee
2. Copy of FIR / Police Report
3. Copy of Post Mortem Report/Coroner's report (if postmortem is conducted)
4. Copy or Panchanama / Inquest report
5. Death Certificate
6. Employment proof
  - 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

**Permanent Total/Partial Disablement Claims (Basic Documents):**

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

**Note:** The above are only basic documents and the company can ask any further documents depending on the nature of claim.

In addition to the above documents, the following documents pertaining to the loan availed are required to be submitted:

- 1) Loan sanction letter
- 2) Loan repayment statement for the last one year
- 3) Statement of outstanding EMI

**Documents required under Children Educational Protection Benefit:**

- 1) Birth certificate of the child
- 2) Student Identity card copy
- 3) School fee challan

**Documents required under Parental Care Benefit:**

- 1) Authorised identity proof of the parent
- 2) Live certificate in respect of the parent
- 3) Copy of the ration card, Aadhaar Card, Voter Card, Birth Certificate
- 4) Any other valid proof in support of legal parents of the insured.

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

**Cholamandalam MS General Insurance Company Limited**  
No. 163, Hari Nivas Towers, 2<sup>nd</sup> Floor, Thambu Chetty Street  
Parry's Corner, Chennai - 600001  
Customer Care Toll Free No: 1800-200-5544.

**5 Grievances Redressal Mechanism**

As an esteemed customer of the **Company**, Insured can contact the **Company** to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to the **Insured Person**. The contact details of the Company are given below for 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**

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 the **Insured** have not received any reply from the **Company** within 3 days from the date of the lodgment of complaint or if the Insured is not satisfied with the **Company's** reply, Insured 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, BHUBANESHWAR – 751009, Ph (O): 0674-2535220,2533798, Fax: 0674-2531607, E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
4	CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH – 160017, (O) 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 Floor, No 453(old no 312 ), Anna Salai, Teynampet, CHENNAI -600 018, (O) 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, (O) 011-23239611, 23237539, 23237532, Fax: 011-23230858 E-mail : <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajasthan
7	GUWAHATI	Office of the Insurance Ombudsman, Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021, (O) 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. (O) 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 Floor, CC 27/ 2603, Pulinat Building Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015, (O) 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 Building, 29, N. S. Road, 3rd Floor, KOLKATA -700 001., (O) 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:loblko@sancharnet.in">loblko@sancharnet.in</a>	Uttar Pradesh and Uttaranchal
12	MUMBAI	Office of the Insurance Ombudsman 3rd Floor, 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

## 6 OPTIONAL COVERS

Notwithstanding anything to the contrary contained in the **Policy**, In consideration of payment of additional premium, the **Policy** is extended to cover the optional covers listed below upto the **Sum Insureds** mentioned against the covers shown within the **Policy Schedule**.

### 6.1 Accident Protection:

1. If at any time during the currency of this **Policy**, the **Insured Person** shall sustain any bodily injury resulting solely and directly from **Accident** caused by external, violent and visible means anywhere in the world, then the **Company** shall pay to the **Insured** or his nominee or legal personal representative(s) as the case may be, the sum or sums hereinafter set forth, that is to say:

- a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the **Insured**, the Sum Insured stated in the **Policy Schedule** hereto.
- b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the following Permanent Total Disabilities of the **Insured Person**, We will pay the **Insured Person** the percentage of the **Sum Insured** as shown in the table below:

Disability	% of Sum Insured
Loss of Sight of both eyes	100%
Loss of use of or actual loss by physical separation of two entire hands	100%
Loss of use of or actual loss by physical separation of two entire feet	100%
Loss of use of or actual loss by physical separation of one limb and Loss of sight of one eye	100%
Loss of Sight of one eye	50%
Loss of use of or actual loss by physical separation of One hand	50%
Loss of use of or actual loss by physical separation of One foot	50%
Any other form of disablement which permanently, totally and absolutely disable the Insured Person from engaging in any employment or occupation of any description	100%

**NOTE: For the purpose of clause (b) above, 'physical separation' of a hand or feet means separation of hands at or above the wrist and or of the of the foot at or above the ankle**

- This **Policy** will also pay Rs. 10,000/- in addition to Accident Protection Sum Insured, 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.
- This **Policy** will also pay Rs. 5,000/- in addition to Accident Protection Sum Insured, incurred in connection with performance of religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

#### 6.1.a. Conditions applicable to Accident Protection

The cover under optional benefit 6.1 i.e Accident Protection, for the specific Insured Person shall terminate in the event of a claim becoming admissible upto 100% of Sum Insured under this section towards Accidental Death Benefit.

#### 6.1.b. Exclusions

This policy does not provide benefits for any death, disability, expense 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. 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;
3. 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;
4. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality,
5. The **Insured Person's** participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
6. loss sustained or contracted in consequence of the Insured being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. any loss of which a contributing cause was the **Insured's** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
8. any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. any loss sustained while the **Insured** is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
10. Resulting in injury whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs
11. Payment of compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to any Insured Person.
12. Any Events/incidences that happened before the policy inception would not be covered. All events should fall under the policy duration.
13. While you are participating or training for any sport as a professional
14. **Pregnancy Exclusion Clause** : The Insurance under this **Policy** shall not extend to cover death or disablement resulting directly or indirectly caused the contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
15. As a result of, or which is contributed to by, the **Insured person** suffering from any pre-existing condition or pre-existing physical or mental defect or infirmity.



## 6.2 Children Education Protection Benefit

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of admissible claim under Basic Cover i.e. Loss of Monthly Income, the policy shall provide Dependant Child Education Benefit and the liability of the **Company** will be equal to 50% of the Fixed Sum Insured Per Month (opted under Basic Cover) subject to a maximum of Rs.50000/-, as mentioned in **the Policy Schedule** once per **Insured Event**.

This is subject to the dependent child studying in an educational institute as a full time student, on the date of occurrence of the **Insured Event**.

For the purpose of this benefit, Dependent Child means an unmarried legally dependent child between the age of 5 years and upto and including the age of twenty five (25) years.

### **6.3 Parental Care Benefit**

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of admissible claim under the Basic Cover i.e. Loss of Monthly Income, the policy shall provide Parental Care Benefit and the liability of the **Company** will be equal to 50% of the Fixed Sum Insured Per Month (opted under Basic Cover) subject to a maximum of Rs.50000/-, as mentioned in **the Policy Schedule** once per **Insured Event**.

For the purpose of this benefit, Dependent Parents shall mean and include the legal parents of the **Insured**.