CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2<sup>nd</sup> Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: customercare@cholams.murugappa.com; website: www.cholainsurance.com IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



MICRO INSURANCE PERSONAL ACCIDENT CHOPAIP21422V022021 Policy Wordings

# Micro Insurance Personal Accident

Contents

- 1. Customer Information Sheet
- 2. Benefits
- 3. Definitions
- 4. Exclusions
- 5. General Conditions
- 6. Claims Procedure
- 7. Grievances

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## MICRO INSURANCE PERSONAL ACCIDENT

CHOPAIP21422V022021 Section 1 Customer Information Sheet				
S	Title	Description	Policy Clause Number	

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# MICRO INSURANCE PERSONAL ACCIDENT

CHOPAIP21422V022021

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Section 1: Customer Information Sheet           SI.         Title         Description         Policy Clause Num				
No.	THE	Description	roncy clause runiber	
1	Product Name	Approved Brand Name	Micro Insurance Personal	
_			Accident	
2	What am I covered for:	Accidental Death	II Schedule of Benefit (a)	
		Permanent Total Disablement	II Schedule of Benefit (b)	
		Permanent partial Disablement	II Schedule of Benefit (c)	
		Education Benefit	II Schedule of Benefit (d)	
3	What are the Major	intentionally self-inflicted injury, suicide or	V Exclusion 1	
	exclusions in the policy:	any attempt thereat while sane or insane;		
		Injury or Disease directly caused by or	V Exclusion 2	
		contributed by ionizing radiation or		
		contamination by radioactivity from any		
		nuclear fuel or from any nuclear waste from		
		burning nuclear fuel		
		The Insured Person 's participation in naval,	V Exclusion 6	
		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;		
		loss sustained or contracted in consequence	V Exclusion 7	
		of the Insured being under the influence of		
		alcohol or drugs unless administered on the		
		advice of a physician;		
		While you are participating or training for any	V Exclusion 14	
		sport as a professional		
		Refer Policy terms and conditions for detailed		
		list of exclusions		
4	Waiting period	Not applicable	Not applicable	
5	Payment basis	Fixed amount on occurrence of a covered	I. Schedule of Benefits	
		event		
6	Loss sharing	Not Applicable	Not applicable	
7	Renewal Conditions	Your policy is ordinarily renewed upto	VI General Conditions 9	
		lifetime except on grounds such as fraud,		
		moral hazard or misrepresentation or non-		
		cooperation.		
8	Renewal Benefits	Not Applicable	Not Applicable	
9	Cancellation	This policy would be cancelled, and no claim		
		or refund would be due to you if:		
		- You have not correctly disclosed details		
		about your current and past health status	VI General Conditions 10	
		or		
		- Have otherwise encouraged or		
		participated in any fraudulent claims		

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		under the policy	
10	Claims	Claim Documents as listed in the Policy Terms have to be submitted at the earliest possible opportunity not exceeding 30 days from the date of loss	VI General Conditions
11	Policy Servicing/ Grievances/Complaints	In case of any grievance the insured person may contact the company through Website :www.cholainsurance.com Toll free: 1800 208 5544 E-Mail: customercare@cholams.murugappa.com Fax : 044 -4044 5550 Courier: Cholamandalam MS General Insurance Company Limited, Customer services, Head Office, Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001 Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://igms.irda.gov.in/	VII Grievance Redressal
12	Insured's Rights	<ul> <li>Free Look: Insured will have a free look 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.</li> <li>The policy will be renewed so long as the</li> </ul>	General Conditions 12, 9, 13, 9, VI

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		Insurer receives the premium unless on	
		grounds of misrepresentation, fraud by the	
		Insured.	
		<ul> <li>Migration: Proposer should approach the</li> </ul>	
		insurer atleast 30 days before the premium	
		renewal date of his/her existing policy for the	
		purpose of migration	
		<ul> <li>Sum Insured can be enhanced at the time of</li> </ul>	
		renewal subject to reported claim status and	
		health condition of the Insured.	
		<ul> <li>Insured has to send us written request for</li> </ul>	
		the above service requests to our customer	
		services at the email id	
		customercare@cholams.murugappa.com or to	
		the Company address as mentioned in the	
		Policy Schedule	
		Claim Settlement: We shall settle claims,	
		including its rejection, within thirty days of the	
		receipt of last `necessary' document.	
13	Insured's	<ul> <li>Insured is at obligation to disclose all pre-</li> </ul>	General Conditions 28
	Obligations	existing diseases or condition in the Proposal	
		form.	
		In the event of misrepresentation, mis-	
		description or non-disclosure of any material	
		fact by the Insured, the Policy shall be void	
		and all premium paid hereon shall be forfeited	
		to the Company and no claims shall be	
		payable.	
		<ul> <li>Insured can contact our Customer Services</li> </ul>	
		over phone at the toll free no. 1800 208 5544	
		or write to us at	
		customercare@cholams.murugappa.com to	
		intimate any change to the material	
1	1	information affecting the policy.	

**Legal Disclaimer Note:** The information must be read in conjunction with the product brochure and policy document. In case of any conflict between the CIS and the policy document, the terms and conditions mentioned in the policy document shall prevail.

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# MICRO INSURANCE PERSONAL ACCIDENT

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We issue this insurance policy to You and/ or Your Family based on the information provided by You in the proposal form and premium paid by You/Proposer. This insurance is subject to the following terms and conditions. This policy covers you and Your Family on Individual Sum Insured basis. 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** in this document refers to the all the Individuals / 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 is designed to offer protection 24 hours a day, anywhere in the world against Accidental Death and Disablement. This product will be sold through IRDA licensed intermediaries including Micro Insurance Agents.

This policy is applicable for individuals and groups. In case of group, policy will be issued to the group manager and individual certificate will be issued to the beneficiaries.

Features / Plan	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6	Plan 7	Plan 8
Cover Type	Individual	Individual	Individual	Individual	Family	Family	Family	Family
	Cover	Cover	Cover	Cover	Cover	Cover	Cover	Cover
Policy Tenure	One year	One year	One year	One year	One year	One year	One year	One year
Who are covered	Self	Self	Self	Self	Self, Spouse & upto 3 dependent Children	Self, Spouse & upto 3 dependent Children	Self, Spouse & upto 3 dependent Children	Self, Spouse & upto 3 dependent Children
Entry Age				5 years	to 70 years			
Covers offered								
Self Sum Insured								
Death	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000
Permanent Total Disablement	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000
Permanent Partial Disablement	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000	Rs.40,000	Rs.30,000	Rs.20,000	Rs.10,000
Educational Grant	Rs.10,000	Rs.10,000	Rs.10,000	Rs.5,000	Rs.10,000	Rs.10,000	Rs.10,000	Rs.5,000
Spouse Sum Insure	Spouse Sum Insured							
Death	N.A.	N.A.	N.A.	N.A.	Rs.20,000	Rs.15,000	Rs.10,000	Rs.5,000
Permanent Total Disablement	N.A.	N.A.	N.A.	N.A.	Rs.20,000	Rs.15,000	Rs.10,000	Rs.5,000
Permanent Partial Disablement	N.A.	N.A.	N.A.	N.A.	Rs.20,000	Rs.15,000	Rs.10,000	Rs.5,000

I. Schedule of Benefits

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Educational Grant	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.10,000	Rs.5,000	Rs.5,000
Per Child (Max 3 cł	nildren) Sum In	isured						
Death	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.7,500	Rs.5,000	Rs.2,500
Permanent Total Disablement	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.7,500	Rs.5,000	Rs.2,500
Permanent Partial Disablement	N.A.	N.A.	N.A.	N.A.	Rs.10,000	Rs.7,500	Rs.5,000	Rs.2,500

## II. Coverage

If at any time during the policy period if the Insured shall sustain any bodily injury then the Company shall pay the Insured or his/her legal nominee or heir(s), the percentage of Sum Insured stated in the Schedule at the rates mentioned below if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or disability described in benefits Schedule:

# a) Accidental Death

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

# b) Permanent Total Disablement

In the event of Injury, causing the Insured Person to be Permanently Totally Disabled and such disability has continued for a period of 12 consecutive months from the date of injury, then the Company will pay the Insured Person the percentage of the Sum Insured as shown in the table below:

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

## c) <u>Permanent Partial Disablement</u>

In the event of Injury, causing the Insured Person Permanent Partial Disability as mentioned in the table below within 12 months of the Accidental Injury being sustained, the Company will pay the Insured Person the percentage of the Sum Insured specified for each and every form of impairment mentioned in the table below. Company's maximum liability however will not exceed 100% of the Sum Insured at any point in time

SI No	Disability	% of SI
1.	Loss of toes – all	20%
	Loss of great toe: – both phalanges	5%
	Loss of great toe: – one phalanges	2%
	Loss of Other than great toe, if more than one toe lost, each	2%

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2.	Loss of hearing – both ears	60%
3.	Loss of hearing – one ear	30%
4.	Loss of speech	60%
5.	Loss of four fingers and thumb of one hand	40%
6.	Loss of four fingers	35%
7.	Loss of thumb – both phalanges	25%
	- One phalanx	10%
8.	Loss of index finger – three phalanges or two phalanges or one phalanx	10%
9.	Loss of middle finger – three phalanges or two phalanges or one phalanx	6%
10.	Loss of ring finger – three phalanges or two phalanges or one phalanx	5%
11.	Loss of little finger – three phalanges or two phalanges or one phalanx	4%
12.	Loss of metacarpals – first or second, third, fourth or fifth	3%
13.	Sense of smell	10%
14.	Sense of taste	5%
15.	Sight of one eye	50%
16.	One hand	50%
17.	One foot	50%

## Special Conditions (applicable to a, b, and c):

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

## d) Educational Grant

The Company will pay, following an admissible claim under (a) or (b) of the policy towards death or disablement of the Insured Person or death or disablement of his/her spouse, a lump sum amount as mentioned in the schedule.

## III. DEFINITIONS

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

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- 1. Accident means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Acquired Immune Deficiency Syndrome (AIDS) means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition)
- 3. **Age** means completed years on 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
- 4. Claims Team means the Claims administration team of Chola MS General Insurance Company Limited
- 5. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 6. **Dependents** refer to family members listed below, who is financially dependent on the Primary Insured or proposer and does not have his / her independent sources of income. Spouse and dependent child.
- 7. **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.
- 8. **Eligible Children** means all of the Insured Person's dependent Children aged between 5 years and 23 years who are unmarried, dependant, if in full or part time education and primarily dependent upon the Proposer for financial support and maintenance.
- 9. **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
- 10. **Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of preexisting diseases. Coverage is not available for the period for which no premium is received
- 11. **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.
- 12. **Inception Date** means the commencement date of the coverage under this Policy as specified in the Policy Schedule
- 13. **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
- 14. **Limb** means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints
- 15. Loss means the permanent and total loss of functional use or complete and permanent severance
- 16. **Medical Practitioner** is 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 of the insured.

- 17. **Migration** means the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.
- 18. **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- 19. **Partial** means less than total

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# MICRO INSURANCE PERSONAL ACCIDENT

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- 20. **Permanent** means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement
- 21. **Policy** means this terms and conditions any annexure thereto and the schedule (as amended from time to time). Your statements in the Proposal form and the Policy wording (including endorsements if any).
- 22. 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 VI (8) & (10) below.
- 23. **Policy Schedule** means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured, etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
- 24. Pre-existing Disease means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the Insurer or its reinstatement or
  - b)For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
- 25. **Proposal Form:** The form in which the details of the insured person are obtained for a coverage under Personal Accident Insurance. This also includes information obtained over phone or on the internet and stored on any electronic media and forms basis of insurance contract.
- 26. **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 preexisting diseases, time-bound exclusions and for all waiting periods
- 27. **Schedule of Benefits** means the table of benefits, with the limit of Sum Insured under each benefit, that will be paid by the Company as per the plan opted by the Insured.
- 28. **Sum Insured** means the amount shown in the Policy Schedule against each benefit, which shall be our maximum liability for each Insured Person for any one and all benefits claimed during the Policy Period
- 29. **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.

# IV. EXCLUSIONS

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

- 1. intentionally self-inflicted injury, suicide or any attempt thereof, whether sane or insane;
- **2.** Injury or Disease directly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- **3.** Injury or Disease directly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
- 4. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kings, princes, and people of whatsoever nation condition or quality,
- 5. Nuclear, Chemical and biological terrorism not covered
- **6.** 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;

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- **7.** 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;
- **8.** 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;
- **9.** 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;
- 10. 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;
- **11.** Resulting in injury whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs
- **12.** Consequential losses of any kind or actual or alleged legal liability
- **13.** All the accident/Incidence happens post policy inception is only covered. Event/incidence happen before the policy period would not be covered. Event should fall under the policy duration.
- 14. While you are participating or training for any sport as a professional

# V. GENERAL CONDITIONS

# **1.** Observance of Terms and 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.

# 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. 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

- 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 valid prior to the date and time of receipt of premium.
- 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.
- 6. **Change of occupation:** Any change in the professional activity/ occupation as stated in the proposal, must be informed to us by you 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. We will cancel the coverage 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

Registered Office: 2<sup>nd</sup> Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> **IRDA Regn. No.**123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



# MICRO INSURANCE PERSONAL ACCIDENT

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- 7. Additions: Any person becoming eligible for cover after the Effective Date of this policy may be added from time to time as a named Insured Person. The Policy shall commence in respect of such person on the date when his/her proposal has been approved by the Company subject to any limitations set forth in the attached forms.
- 8. Validity of Policy: Subject to provision relating to cancellation, the coverage under this policy will terminate on the earliest of the following occurrence:
  - a) the expiry date of the policy
  - b) In case of death of the Insured Person
  - c) Any claim paid upto the Accidental Death Sum Insured or 100% of PTD SI
  - **d)** The date of cancellation of this Policy by either Policyholder or Insurer in accordance with the terms and conditions of the policy

# 9. Renewal Conditions:

- a. We agree to renew your policy except on grounds of moral hazard, misrepresentation, fraud or noncooperation 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 post the expiry of the policy which will be at the sole discretion of the Company.
- c. The claims if any occurring during the period of break in insurance shall not be payable under the renewed policy
- d. Sum Insured can be enhanced only at the time of renewal subject to reported claim status and health condition of the insured. If you decide to increase the sum insured at the time of renewal, subject to written application and our acceptance
- e. The Company reserve its rights to revise the premium from time to time subject to approval of IRDA.
- 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 by informing the Authority giving details of the product and the reasons for withdrawal. We will intimate the Insured person in writing about such withdrawal atleast 30 days prior to the renewal date. The Insured person will have the option to purchase another policy with similar covers if available with the company. This will be subject to portability conditions laid down by IRDA.
- i. 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

# 10. Cancellation:

This policy may be cancelled by us on account of misrepresentation, fraud, and non-disclosure of material facts or non cooperation of the insured by giving 15 days written notice delivered to, or mailed to the Insured



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persons' last address as shown in the records. On such cancellation by us, the insured person shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.

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

## Short Period Scale

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

## 11. Nomination:

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

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

# 12. 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 stamp duty charges and pro-rata premium from the risk start date till date of cancellation.

## **13.** Option to migraten:

The insured person will have the option to migrate the policy to other health insurance products/plans offered by the company by applying for migration of the policy atleast 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed guidelines on migration, kindly refer the link: www.cholainsurance.com

14. **Medical Examination:** We at our own expense shall have the right to examine you when and as often we may reasonably require during the pendency of a claim hereunder.

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15. **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 schedule and any interim payments made before death will be off-set/adjusted from the amount due. The Company's maximum liability under all Benefit however will be limited to 100% of the Sum Insured opted.

The Company 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 Death or Permanent Total Disablement or Permanent Partial Disablement.

## 16. Notification

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

## 17. 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.

## 18. Fraud

If You and or Your dependent shall:

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

this Policy shall be null and void ab initio 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.

## 19. 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.

## 20. 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.

# 21. Territorial Limits



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

# 22. 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 (a) or (b)

- 23. **Payment of Claims:** All Claims under this policy shall be payable in Indian currency. Any claim paid by the Company and received will discharge the Company from any further payment for the same claim.
- 24. **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 the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.
- **25.** Legal Actions: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof to loss has been furnished in accordance with the requirements of this policy. If no proof of loss has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy. It does not preclude legal recourse as per applicable laws.

## 26. 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.

## 27. 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.

## 28. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder. (Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

## VI. Claims Procedure

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



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

2. Claims Procedure: Besides such immediate notice of occurrence or commencement of loss 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 must be furnished at the earliest to the Company, but not later than 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 the Insured Person is able to satisfy the Company that it was not reasonably possible to do so within such time.

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

The Company or its 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 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.

It is essential and imperative that any loss or 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 the claim, which is the primary motto of the Company. Any genuine delay, beyond the control of the Insured will definitely not be a sole cause for rejection of the 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.

# 3. Claims Documentation

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

## Death:

- i. Duly completed Claim form
- ii. Copy of FIR / Police Report and Copy of Charge sheet
- iii. Copy of Panchnama / inquest Report
- iv. Copy of Postmortem / Autopsy report (if conducted)
- v. Copy of Death Certificate
- vi. If hospitalized prior to death, then Discharge Card health summary and all investigation reports
- vii. Copy of ID proof of the insured and the nominee
- viii. Copy of driving license in case of RTA

## Permanent Total / Partial Disablement Claims:

- i. Duly completed claim form
- ii. Copy of FIR / General Diary (GD) or Hospital record evidencing Accident
- iii. Copy of all medical records including discharge card.
- iv. Copy of disability certificate issued by competent authority / medical practitioner.
- v. Photograph of the insured with disability
- vi. Copy of ID proof of the insured



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- vii. Copy of driving license in case of RTA
- Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh

## 4. Claim Settlement( Provision for penal interest)

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

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

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

## Chola MS HELP – Health Claims Department

New No.319, Old No.154, Shaw Wallace Building, 2nd Floor, Thambu Chetty Street, Parry's Corner, Chennai - 600001 Customer Care Toll Free No: 1800-208-5544 E-Mail: help@cholams.murugappa.com

VII. Grievance

## Mechanism for Grievance Redressal

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

Website : <u>www.cholainsurance.com</u>

Toll free : 1800 208 5544

E-Mail : customercare@cholams.murugappa.com

Fax : 044 -4044 5550

Courier : Cholamandalam MS General Insurance Company Limited, Customer services, Head Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at <u>GRO@cholams.murugappa.com</u>

For details of grievance officer, kindly refer the link www.cholainsurance.com

## CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2<sup>nd</sup> Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



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If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system https://igms.irda.gov.in/

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 <sup>nd</sup> floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380014 Tel.: 079-27546150/27546139, Fax: 079-27546142, Email:
	bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email:
Madhya Pradesh and Chhattisgarh	bimalokpal.bengaluru@ecoi.co.in Office of the Insurance Ombudsman, Janakvihar Complex,
	2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755-2769201/2769202, Fax.: 0755-2769203, Email.: <u>bimalokpal.bhopal@ecoi.co.in</u>
Odisha	Office of the Insurance Ombudsman, 62, Foresh Partk, Bhubhaneshwar – 750009. Tel.: 0674-2596461/2586455. Fax.: 0674-2596429. Email.: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17-D, Chandigarh – 160017. Tel.: 0172-2706196/2706468. Fax.: 0172-2708274, Email.: <u>bimalokpal.chandigarh@ecoi.co.in</u>
Tamilnadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman,Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel. 044 – 24333668/24335284. Fax. 044-24333664, Email.: <u>bimalokpal.chennai@ecoi.co.in</u>
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110002. Tel. 011-23239633/23237532, Fax.011-23230858, Email.: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205, Fax.: 0361-2732937, Email.: <u>bimalokpal.guwahati@ecoi.co.in</u>
Andhra Pradesh, Telangana and UT of Yanam-a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, "Moin court", Lane Opp., Saleem Function Palace, A.C.

Registered Office: 2<sup>nd</sup> Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 5544, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 E: <u>customercare@cholams.murugappa.com</u>; website: <u>www.cholainsurance.com</u> **IRDA Regn. No.**123; **PAN** AABCC6633K **CIN** U66030TN2001PLC047977



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	Guards, Lakdi-Ka-Pool, Hyderabad – 500004. Tel.: 040- 65504123/23312122, Fax.: 040-23376599, Email.: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg, Gr. Fllor, Bhawani Singh Marg, Jaipur – 302005. Tel.: 0141- 2740363, Email.: <u>Bimalokpal.jaipur@ecoi.co.in</u>
Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cohin Shipyard, M. G. Road, Ernakulam – 682015, Tel.: 0484-2358759/2359338, Fax.: 0484- 2359336, Email.: <u>bimalokpal.ernakulam@ecoi.co.in</u>
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg, Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, Kolkata – 700072. Tel. 033-22124339/22124340. Fax. 033-22124341, Email.: <u>bimalokpal.kolkata@ecoi.co.in</u>
Districts of Uttar Pradesh, Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevanbhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow – 226001. Tel.: 0522-2231330/2231331. Fax.: 0522-2331310. Email: <u>bimalokpal.lucknow@ecoi.co.in</u>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevanseva Annexe, S.V. Road, Santacruz (W), Mumbai – 400054. Tel.: 022-26106552/26106960. Fax: 022-26106052. Email: <u>bimalokpal.mumbai@ecoi.co.in</u>
State of Uttaranchal and the following districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Baudam, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur,	Office of the Insurance Ombudsman, Bhagwansahai Palace, 4 <sup>th</sup> floor, Main Road, Naya Bans, Sector 15, Distt: gautambhuddh Nagar, U.P – 201301. Tel.: 0120- 2514250/2514251/2514253. Email.: <u>bimalokpal.noida@ecoi.co.in</u>
Bihar, Jharkhand	Office of the Insurance Ombudsman, 1 <sup>st</sup> Fllor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800006, Email: <u>bimalokpal.patna@ecoi.co.in</u>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg, 3 <sup>rd</sup> floor, C.T.S. No.s 195 to198, N.C. Kelkar Road, Narayan Peth, Pune-411030 Tel: 020-32341320, Email: <u>bimalokpal.pune@ecoi.co.in</u>